

PART 1 INVITATION FOR BIDS

Bid No. : TNPL/UNIT-I/PMD/CB/232413004426

Date of Issue: 13.10.2023

Dear Sirs,

1. Tamil Nadu Newsprint and Papers Limited (TNPL) owns and operate a Paper manufacturing plant at Kagithapuram, Karur District (Unit I) and a Paper Board manufacturing plant at Mondipatti village, Manapparai Taluk, Trichy District(Unit II), both located in Tamil Nadu, India
2. TNPL intends to Install Rooftop solar power plant at its Mills in Kagithapuram, Karur Unit-I and Mondipatti, Trichy Unit-II.
3. TNPL invites Bids from eligible Bidders for supply of Solar power plant as per the scope of this Bid Document through E-Procurement portal (<https://tntenders.gov.in/nicgep/app>).
4. The bidding procedure is electronic bid submission through the website (<https://tntenders.gov.in/nicgep/app>) only. The bidder can logon to this website and view the invitation for Bids and details of Materials / Works for which the bid is invited.

The Terms and Conditions for E-Tendering, Terms and Conditions for E-Reverse Auction and Process Compliance Statement are furnished as Appendix 1, Appendix 2 & Appendix 3 to Part 2 respectively.

5. Qualification Criteria

The bidder shall be a reputed manufacturer or their subsidiaries or their authorized representatives or solar power system providers and should have designed, supplied, installed and successfully commissioned at least one project in one single order for 1 MW DC Rooftop solar power plant in various building rooftops within a single plant location in the last 5 years period (01/04/2018 to 31/03/2023) and the plant must be in successful operation.

Also, bidder should have obtained grid connectivity approval from TANGEDCO for atleast one (1) project of minimum 1 MW DC capacity of Rooftop solar power plant in the last 3 years (01/04/2020 to 31/03/2023). i.e: The approval should have been obtained within 6 months to 1 year from the date of installation.

The bidder shall provide the documentary evidence for meeting the above qualification criteria along with technical bid.

6. Bid Fee:

A non-refundable fee of Rupees **Rs.2950/-** (inclusive of 18% GST) should be remitted by the Bidder

- Through RTGS / NEFT mode

(OR)

- by Demand Draft in favour of Tamil Nadu Newsprint and Papers Limited, payable at Karur

7. Bid Security:

Bid Security of **Rs.10,00,000/-** (Indian Rupees Ten lakh only) should be remitted by the Bidder

- through RTGS / NEFT mode.

(OR)

- An unconditional bank guarantee issued by a bank located in India, acceptable to TNPL in the form provided in the Bid Document.

(OR)

- A Demand Draft in favour of Tamil Nadu Newsprint and Papers Limited, payable at Karur, Tamil Nadu, India.

8. The remittance details of both Bid Fee and Bid Security should also be furnished in the Technical cum Commercial Bid. Further scanned copy of DD / scanned copy of BG/ Remittance statement / UTR details should be uploaded in the online procurement portal: <https://tntenders.gov.in/nicgep/app>.

Bid Fee and Bid Security are not exempted, for any reason whatsoever.

Offers received without Bid Fee and EMD are liable for rejection. 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.

9. Bank details for RTGS payment:

ACCOUNT NAME	TAMIL NADU NEWS PRINT AND PAPERS LTD
BANK NAME	KARUR VYSYA BANK LTD
ACCOUNT NUMBER	1152223000000372
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	KVBL0001152
MICR CODE	639053003
BRANCH	KARUR LNS

10. Bids shall be submitted, based on the guidelines set out in "Instructions to Bidders" enclosed as Part 2 of this Bid Document and shall be in conformity with the

"General Terms and Conditions of Contract to be entered into between TNPL and the Successful Bidder" enclosed as Part 3 of this Bid Document and "Scope of Supply and Services" enclosed as Part 4 of this Bid Document

11. A two-cover (Technical cover and Finance cover) e-bidding procedure will be followed. For details, refer Cl.11 of "Terms and Conditions for E-Tendering" enclosed as Appendix-1 to Part 2 of the Bid Document.

12. The due date for submission of Tender Documents including the Technical cum Commercial Bid along with Bid Fee / Bid Security and the Price bid through E-procurement portal (<https://tntenders.gov.in/nicgep/app>) is before 3:00 pm on 27th October 2023.

The Technical cum Commercial Bid will be opened through online portal at 4:00 pm on 28th October 2023.

13. TNPL will not be responsible for any delay in submission of online bid on the due date and time (Server time) through E-tendering portal **<https://tntenders.gov.in/nicgep/app>**.

14. Following original documents are to be submitted at

Project Management Division,
Tamil Nadu Newsprint and Papers Limited
Kagithapuram 639 136,
Karur District, Tamil Nadu, INDIA

within three (3) days from the date of Technical Bid opening, failing which the bid is liable for rejection:

- DD for Bid Fee, in original (in case, Bidder had paid by way of DD)
- DD / BG for Bid Security, in original (in case, Bidder had paid by way of DD / BG)

15. Hard copies of following documents are to be submitted within three (3) days from the date of Technical Bid opening at

Project Management Division,
Tamil Nadu Newsprint and Papers Limited
Kagithapuram 639 136,
Karur District, Tamil Nadu, INDIA

- Authorisation Letter for submission of Bid
- Documents for meeting the qualification criteria
- Documents shown in Enclosure 1 of Bid Form

16. TNPL reserves the right to qualify the bids received and/or reject any or all the bids, at its own discretion, without assigning any reasons therefor. Also, TNPL reserves the right to split the order and award the contract to more than one bidder.

17. All the clarification in the document and specifications shall be requested to the following e-mail IDs:

To: pmd1@tnpl.co.in

Cc: nandagopal.s@tnpl.co.in

APPENDIX 1**ADDITIONAL TERMS AND CONDITIONS**

1. The bidder shall quote basic unit rates for all items in the Bill of Quantities (BOQ) excluding GST as applicable.
2. The bidder shall quote the rates against each item after thoroughly assessing the quantum/nature of work, detailed specification / description of each items in the BOQ and quote unit rates accordingly. The unit rates quoted shall include the cost of all materials under their scope for carrying out the work unless otherwise indicated elsewhere in the bid. The applicability of Goods and Service tax (GST) shall be clearly indicated in the BOQ. The rates quoted shall remain firm & fixed without any escalation.
3. Applicable GST as quoted by the bidder against the respective HSN / SAC numbers in the BOQ shall be paid as extra on the basic value. However, the bidder shall indicate the relevant HSN / SAC numbers against each item in conjunction with the detailed item descriptions provided in the bid. It is the sole responsibility of the bidder to provide the GST registration number of their organization to TNPL. Conversely, the bidder shall provide the declaration form for non-registration of GST on being their annual turnover of last financial year was less than 20 lakhs or as amended by GST council time to time.
4. If required the Bidder may get clarifications on site conditions & prevailing Labour Rules in TNPL.
5. Offers of the bidders who has worked for TNPL and whose performance was bad / unsatisfactory / blacklisted will not be considered.
6. During execution of work, materials/machinery transportation inside TNPL, the successful Bidder shall not cause any damage to TNPL equipments or properties at any case. In case of any such damage, bidder shall make the same good at their own expense, or in default, TNPL shall rectify the same by engaging any other agency and deduct the expenses (of which the certificate of TNPL shall be final) from running bills / EMD / security deposit or any other owing amount by TNPL to bidder.
7. No part of this contract shall be sublet except where otherwise provided by the Contract without written permission of Engineer in charge nor shall be transferred by power of attorney authorizing others to receive payments on the bidder's behalf.
8. The bidder should take the responsibility to justify structural designs as per TNPL. In case of non-compliance to the above, any damage to physical properties due to structural failure or soil failure before handing over to TNPL should be borne by the bidder. Any personal injuries to the workmen / under fatal accidents which arise due to consequence of the performance of the contract are the responsibility of the bidder.
9. The bidder shall comply to any changes in the existing levy/charges announced by the Government/Authorized body from time to time. Accordingly, the excess expenditure will be recovered from the successful bidder without any notice from TNPL.
10. Bids with joint ventures are not acceptable and each bidder shall submit only one bid for this bid enquiry.

11. The materials which are in the scope of successful bidder, if any shall be of best quality upto the specifications of TNPL and shall be approved by engineer in charge before the commencement of work. All necessary materials of approved quality and standard specifications required for the work other than those indicated in schedule of quantities shall be arranged by the bidder and shall be brought to the work site with proper document supported by appropriate bills. The bidder shall assess the requirement of materials from time to time in liaison with the Engineer in charge and mobilize the same so that the progress of work does not get hampered at any time during the tenure of contract. All these items shall be properly recorded with the civil department and the relevant documents shall be produced as and when called for by TNPL.
12. TNPL is not bound to accept the lowest quotation and also reserves the right to reject the lowest quotation or any quotation at its own discretion.
13. After E-reverse auction, Price negotiations will be held with successful bidder. The unit rates of the auction price / negotiated price bid shall not exceed the unit rates as quoted. The terms and conditions for E-Reverse Auction and Process Compliance Statement are enclosed as Appendix 2 & 3 of Part 2 of this bid document.
14. The bidder shall report to concerned Engineer in charge for instructions.
15. The Bidder shall maintain daily record of the work done and duly get the records certified by the Engineer in charge.
16. In case of any delay TNPL reserves the right to get the work done through another agency and additional expenditure incurred on this account shall be recovered from the bidder's bills based on unit rates of subject contract.
17. The bidder shall ensure that no outsourced workmen should be engaged in their contract with age more than 60 years.
18. It is the responsibility of the bidder to keep the entire area indicated in the bid clean and tidy by employing the requisite manpower and tools & tackles.
19. Qualified and Experienced supervisor shall be arranged for satisfactory supervision of the entire operation.
20. Before commencement of work, the bidder shall submit the details required by Human Resources Department for registering his contract and apply for Contractor's Licence from the office of the Director of Industrial safety and health, Karur.
21. The Bidder shall comply with all Safety rules and regulations. The bidder shall provide safe working environment for their workers such as personnel protective equipment, as required, temporary platforms for safe working and movement, approach ladders, adequate access etc., if any in their work site. The bidder shall improve safety awareness of their workmen by regular safety classes, displaying safety instructions, posters etc.
22. Both the electrical connection/equipments and mechanical lifting tools and tackles if any, are to be certified by our Engineers before the equipments are taken into operation. Further, the bidder equipments are to be examined by our Engineers and the bidder should maintain a record for verification / clarification. The record shall be produced by the bidder at the time of inspection by the appropriate authorities.

23. TNPL reserves the right to waive any bid condition at its discretion.
 24. The bidder shall comply with Employees' Provident Funds and Miscellaneous Provisions Act 1952 including remittance of PF/EPS and related due in time and submission of returns.
 25. All the workmen engaged by you drawing wages upto Rs.21,000/- per month shall be covered under Employee's State Insurance Act, 1948.
 26. All the workmen engaged by you drawing wages above Rs.21,000/- per month shall be covered under Employees' Compensation Insurance. You shall keep TNPL indemnified of all the claims made and liabilities incurred under the Employees' Compensation Act 1923.
 27. Employees' Compensation Insurance policy relating to your contract workmen shall be shown on monthly basis and proof of the same shall be produced to Personnel department on or before 10th of every month in advance for succeeding month.
 28. The bidder shall take "Road Safety Package Insurance Policy" for a sum assured of Rs.1,00,000/- (Rupees One Lakh only) for all the Contract Workmen deployed by you drawing wages above Rs.21,000/- per month and proof of this has to be submitted to the Personnel Department prior to the commencement of work.
 29. The bidder shall comply with all labour statutes relating to contract labour and adhere to Contract labour (Regulation and Abolition) Act 1970 and Tamil Nadu Contract Labour Rules 1975.
 30. The bidder shall also adhere to the general terms & conditions of TNPL in toto.
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APPENDIX - II

TERMS AND CONDITIONS FOR DEPLOYMENT OF CONTRACT WORKMEN

Contractor shall comply with the various Labour Statutes relating to employment of contract labour and pay wages and other allowances as mentioned below:-

1. REGISTRATION OF CONTRACT AND CONTRACTOR'S LICENCE

1.1 Contractor has to produce the following documents to the Principal Employer to register his contract with Joint Director of Industrial Safety and Health, Trichy jurisdiction:

- a) Contractor's details (Proprietor's name, His father's name, Age/ Date of birth)
- b) Form VI- A (Notice of Commencement of work)
- c) Indemnity Bond in Rs.20/- Stamp paper.

1.2 If the Contractor engages 20 or more personnel, he has to apply for Contractor's licence with the Deputy Director of Industrial Safety and Health, Karur. The Contractor has to produce the following documents:

- a) Form IV- Application for Licence (5 Copies)
- b) Form VII – In case of renewal of Licence (5 Copies)
- c) Along with the above forms, Security Deposit of Rs.500/- per head remitted either by means of NSC or treasury challan in the following head:8443 Civil deposits (b) Deposits not bearing interest 116 deposit under various contract and state Acts – AB. Deposits under the Contract Labour (Regulation and Abolition) Rules.
- d) Licence Fee remitted through treasury challan in the head 0230-00-Labour and Employment – 104 Fees realized under the Factories Act – AO-Fees under contract labour (D.P.CODE:0230-00-104-AO-0006).

LICENCE FEE STRUCTURE

No. of persons	Contract Licence / Renewal fees (Rs.)
Upto 20	2,500.00
21 – 50	2,500.00
51 – 100	5,000.00
101 – 200	10,000.00
201 – 400	20,000.00
Above 400	20,000.00

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

e) Certificate by TNPL in Form V



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

2.EPF/EPS:

The Contractor 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 has to be remitted for wages paid for actual shift and Miscellaneous Shift
- ii. **Before remitting EPF, EPS, EDLI and other allied dues, the Contractor is required to show the details of actual attendance of each contract workmen, and miscellaneous shift together with wage acquittance to Contract section – HR department on or before 12th of every month in order to ascertain as to whether the attendance tallies with the wage acquittance and assess the amount payable towards EPF, EPS, EDLI and other allied dues. After getting confirmation only, the Contractor has to remit EPF, EPS, EDLI and other allied dues in their PF code on or before 15th of every month. In case, any discrepancies/short/belated remittance are found in the remittance of EPF, EPS, EDLI and other allied dues at later point of time, the Contractor is required to comply with the Statutory provisions in toto.**
- iii. Contractor is required to remit EPF / EPS dues for his employees at the rate of 25% of Basic + DA (12% recovered from his contract workman, 12% by Contractor, 0.5% Administrative Charges subject to minimum of Rs.500/-, 0.5% EDLI Charges) to the Regional Provident Fund Commissioner, Trichy under the Contractor's code on or before 14th of every succeeding month and submit proof of EPF/EPS remittance on or before 16th 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). Contractor 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 Contractor has to provide the necessary details such as Wages, Number of workmen along with PF Contribution, other details required by the EPFO, Trichy. The Contractor should ensure collecting "E-Challan" and remit the PF dues on or before 15th of the succeeding month through online.
- v. If the Contractor fails to remit EPF/EPS dues within the stipulated time, TNPL has right to deduct the same amount along with penal damages and interest from the Contractor bills and the amount so deducted will be remitted to PF Office.

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

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

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a) **MAINTENANCE OF ATTENDANCE REGISTER:**

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

b) **WAGES :**

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

- i. Wage Slip pertaining to individual contract workman should be given one day prior to the date of payment.
- ii. **Contractor shall ensure that all the contract workmen deployed in his contract to open a separate Savings Bank Account in SBI, Pugalur / IOB, Velayuthampalayam.**
- iii. Contractor should disburse wages on or before 10th of every month by crediting it to the savings bank account of the contract workman with SBI / IOB Banks irrespective of payment of bills.

- iv. While submitting the bill, Contractor has to produce the documents viz. Bill Copy, proof towards wages disbursed, Attendance Register, Wage Acquittance, PF Remittance and ESI Contributions to HR Department.
- v. The Contractor is required to produce copy of bills claimed with mandays details together with copy of Attendance, wage acquittance for every month for the outsourced contract workmen deployed in their respective contract on or before 12th of every month for ensuring PF compliance purpose. The Contractor is required to ensure that the mandays claimed in the bills / attendance register is reflected in the wage acquittance also.
- vi Regular and timely payment of wages must be ensured by the contractor.

b) GATE PASS:

The Contractor is required to produce following documents while submitting monthly Gate pass:

1. Gate Pass requisition letter duly certified by user department.
2. TRRN details for EPF/EPS Payment.
3. EPF - ECR challan
4. EPF – ECR Statement.
5. EPF – Contribution Statement
6. Copy of attendance register, Wage register with workmen signature
7. Copy of bank payment statement.
8. ESI payment receipt
9. ESI Contribution statement.
10. Copy of Wage slip issued by the contractor to the workmen.

4. EMPLOYEES' STATE INSURANCE ACT, 1948**APPLICABILITY:**

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

In case, the wage for coverage of ESI scheme is enhanced to Rs.21,000/- in future by a notification by the Government of India, the Contractor is required to remit contribution for the enhanced wage from the effective date.

OBTAINING OF EMPLOYER'S CODE / SUB CODE NUMBER:

The Contractor is required to submit Employer's Registration Form – 01 to the Enforcement Officer, ESIC, Karur and obtain separate Employer Code in order to remit ESI contribution in respect of contract workmen deployed in their contract on or before 21st of every month. In addition, the contractor who already own separate Employer code for ESI is required to obtain sub code separately for the said purpose.

ENGAGEMENT OF CONTRACT WORKMEN

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

CONTRIBUTIONS:

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

MEMBERSHIP

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

CONTRIBUTION PERIOD AND BENEFIT PERIOD:

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

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

CALCULATION FOR PAYING ADVANCE CONTRIBUTIONS WHILE OBTAINING EMPLOYER'S CODE

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

WAGE:

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

- Basic pay , Dearness allowance
- House rent allowance
- City compensatory allowance
- Overtime wages (but not to be taken into account for determining the coverage of an employee)

- Payment for day of rest
- Production incentive
- Bonus other than statutory bonus
- Night shift allowance
- Health allowance
- Offsite allowance
- Heat, Gas & Dust allowance
- Payment for unsubstituted holidays
- Meal/food allowance
- Suspension allowance
- Lay off compensation
- Children education allowance (not being reimbursement for actual tuition fee)
- Wages paid for extra shifts.
- Leave with wages (paid Holidays)

NOT AS WAGE

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

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

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

Conveyance:

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

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

The Contractor is required to get the Temporary Identification Certificate together with ESI number for each contract workman drawing wages upto Rs.21,000/- per month through online if the contract workman do not possess ESI number already. Subsequently the Contractor has to get the contract workmen registered in ESIC local hospital at Velayuthampalayam thereby enabling the insured person and their dependents to avail the benefits under ESI scheme. In case of any injury sustained while at work, the Contractor has to intimate through online about the accident occurred to the insured person and to the ESIC local hospital, Velayuthampalayam and the Manager, ESIC,



Karur within 48 hours and if fatal, immediately. Further every month the Contractor is required to intimate about addition and deletion details to ESIC, Karur without fail.

MANNER AND TIME LIMIT

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

PENALTY

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

PUNISHMENT FOR FAILURE TO PAY CONTRIBUTIONS, ETC,

If the Contractor -

- i. fails to pay any contribution which under this Act he is liable to pay, or
- ii. deducts or attempts to deduct from the wages of an employee the whole or any part of the employer's contribution, or
- iii. in contravention of section 72 reduces the wages or any privileges or benefits admissible to an employee, or
- iv. in contravention of section 73 or any regulation dismisses, discharges, reduces or otherwise punishes an employee, or
- v. fails or refuses to submit any return required by the regulations or makes a false return, or
- vi. obstructs any Inspector or other official of the corporation in the discharge of his duties, or
- vii. is guilty of any contravention of or non-compliance with any of the requirements of this Act or the rules or the regulations in respect of which no special penalty is provided,

The Contractor shall be punishable-

[(i) where the Contractor commits an offence under clause (a), with imprisonment for a term which may extend to three years but -

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

(b) Which shall not be less than six months, in any other case and shall also be liable to fine of five thousand rupees;

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

(ii) Where the Contractor commits an offence under any of the clauses (b) to (g) (both inclusive), with imprisonment for a term which may extend to one year or with fine which may extend to four thousand rupees or with both.]

HOSPITALIZATION DUE TO ACCIDENT:

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

MAINTENANCE OF REGISTERS / RECORDS:

Contractors are 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 st 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 21 st of every month
9	Form 5 (Regulation 26)	Return of Contributions Employees' State Insurance Corporation. Summary of contribution (Form 5) in quadruplicate along with challans to be submitted to ESIC, Karur on or before 12 th May / 11 th November.
10	Form -5-A (Regulation 31 – Second Proviso)	Employees' State Insurance Corporation. Statement of Advance Payment of Contributions made for the Contribution Period Ended.....
11	Form 6 (Regulation 32)	Register of Employees Employees' State Insurance Corporation (Quadruplicate along with challans Monthly return along with cheque to be submitted with ESIC, Karur on or before 12 th May)

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.

5. **EMPLOYEES’ COMPENSATION INSURANCE / ROAD SAFETY PACKAGE INSURANCE**

APPLICABILITY:

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

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

Premium payable by the Contractors 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 workmen 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 workmen + GST as applicable.

Sum assured for Road Safety Package Insurance Policy:

Rs.100000/- - Death cum accidental benefit

Rs.100000/- - Hospitalization expenses

In case the Contract workmen met with an accident while on duty or outside the mill premises, it is the Contractor’s sole responsibility to make arrangements for the medical



treatment of contract workman in a good hospital and give treatment till the contract workman rejoins duty. Hospitalisation expenses upto Rs. 1,00,000/- shall be claimed under Road Safety Package Insurance Policy. It is also the responsibility of the Contractor to produce the required documents to Insurance authorities without any delay for getting such reimbursement from Insurance Companies. If the Contractor fails to do so, the Hospitalisation expenses will be deducted from the Contractor's bills and necessary arrangements will be made to remit the same to the Hospital. If any Road Accident occurred outside the factory, the Contractor is liable to settle full Medical Expenses to his Contract workman and get reimbursement from the Insurance Company.

6. **SAFETY**

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

In view of Safety and Security considerations of the Mill, Cell Phones are banned inside the Mill premises. If the Contractor / Supervisor are found possessing cell phones they shall be sent out of the Factory and the cell phones shall also be confiscated.-10-

SAFETY SHOES:

- i The contractor shall provide safety shoes and chappals to all the outsourced contract workmen.
- ii The Male outsourced contract workman is to be provided with one pair of safety shoes plus 2 pairs of socks worth Rs.375/-.
- iii The Female outsourced contract workman is to be provided with Rs.150/- for purchase of chappals on their own.

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

8. **MAINTENANCE OF REGISTERS / RECORDS**

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

- Form XV - Service Certificate - When a contract labour leaves from the service, a Service Certificate should be issued to him
- Form XVI - Muster Roll
- Form XVIII - Register of Wages cum Muster Roll
- Form XXIII - Register of Overtime
- Form XXIV - Half yearly return – to be submitted within 30 days from the close of the half year





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- Form XXVI - Register of Employment of Contract Labour
- Form XXVII - Register of Wages
- Form XXVIII - Wage Slip
- Form No.XXIX - Register of Advances Deductions for Damages for Loss and Fines

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

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

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

- i Attendance Register.
- ii Payment of Wages Register (Wages Acquittance).
- iii Proof for the submission of following documents at RPFC, Trichy:-
- iv 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
- v PF / EPS dues / ESI remitted Original Challans for every month for the Contract period.
- vi Form-23- Annual Accounts Slips to be obtained from RPFC, Trichy upto last financial year.

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

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

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

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

12. **OTHER COMPLIANCES:**

i. **WEEKLY OFF:**

Contractor shall provide Weekly Off to the Outsourced workmen engaged by him as per the Factories Act, 1948.

ii. **WORKING HOURS:**

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



iii. LEAVE FACILITY:

Factory observes 10 declared holidays. You shall pay one day wage for National and Festival holiday. 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 the PF/EPs/ESI. In addition, if government declares any other day as public holiday with wages, for which also, you have to adhere to the above provisions.

You 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 you.

iv. BONUS:

1. Contractor should disburse the bonus amount @8.33% of minimum wages subject to maximum of Rs.7000/- to all the outsourced workmen deployed by him at the end of his contract period.
2. The contractor is required to submit actual bonus mandays (for which bonus is payable) every month to the HR department through user department certification in order to ensure the recovery of the bonus amount payable to the outsourced workmen from the bills of the contractor. Based on the bonus mandays, bonus recovery will be made.
3. 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.
4. In order to claim retention money, the contractors 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. LEAVE WITH WAGES :

1. The contractor shall provide one day leave for every 20 days of work performed provided the contract 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.
2. In order to claim retention money, the contractors 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.



vi. **CANTEEN:**

1. As a welfare measure, Company is extending Tea / Coffee through Industrial Canteen once per shift to the Contractors at Subsidized rate thereby enabling them to provide the same to the Outsourced Workmen being deployed by them on submission of coupon.
2. However, the subsidized (coupon) cost towards the consumption of Tea / Coffee shall be recovered from the bills of the respective Contractors.
3. Further, it shall be the Contractor's responsibility to maintain Canteen and to provide food for the Outsourced workmen engaged by them on "No Profit No Loss" basis.

vii. **AGE:**

The contractor shall ensure that no outsourced workmen should be engaged in their contract with age more than 60 years.

13. **PENALTY:**

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

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

