

INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER

The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in/> only. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited.

REGISTRATION:

1) The prospective bidders can submit bids online. However, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.

2) As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.

4) Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bid

er. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

7) Correspondence details:

<p>For queries related to registration and online bidding</p> <p>e-mail: support.etender@nic.in Contact No.: 044 – 24466495 24902580 Extn:332 24917850</p>	<p>For queries related to tender enquiry / specification:</p> <p>Er. G.Ramesh, B.E., SE/M-I/NCTPS-I Email: sem1nctps@tnebnet.org</p>
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SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Anyhow, over and above the documents available in "my space" option, it is the sole responsibility of the bidder to ensure the uploading /submitting required documents as called for the in the tender.
- 5) The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates, mentioned in the different sections in the tender document, with necessary attestation wherever called for, in the tender.

ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

Procedure for submission of bids:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.
- 4) The scanned copy of payment made through RTGS/NEFT or by way of account transfer towards EMD amount has to be uploaded. TNPGL shall not be responsible for any delay in uploading the proof of EMD by any mode.

5) A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

11) The TNPGL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPGL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

Late Bids:

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.

Modification and withdrawal of bids:

1) Bidders may modify their bids online before the deadline for submission of bids.

2) In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.

3) No bid may be modified after the deadline for submission of Bids.

ASSISTANCE TO BIDDERS:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

TAMIL NADU POWER GENERATION CORPORATION LTD.

CE_NCTPS 1_SE_M-I_09_2026_27

TENDER SPECIFICATION ABSTRACT

(OPEN TENDER- TWO PART SYSTEM)

For and on behalf of TNPGL Limited, tenders are invited **through Online** under Open Tender – Two-part system for the following works contract:

1	Tender Specification No.	CE_NCTPS 1_SE_M-I_09_2026_27
2	Name of the work	NCTPS – I – SE/MI Circle – R&M (26-27) - Engaging of 4 Nos Outsourcing computer operator / Data Entry operators at the Office of SE/ M-I, EE/BM, EE/MPM and EE/TM office to carry out the day to day data entry works for the period of one year from the date of engagement of Computer Operator / Data Entry Operator.
3	Quantity	01 Item
4	Method of Tender	Open Tender (Two-Part) system through E-Tender online part I & II, through M/s. NIC web portal https://tntenders.gov.in/nicgep/app .
5	a) Earnest Money Deposit	Rs.13,700/- (Rupees Thirteen Thousand and Seven Hundred only) to be paid through online mode. i.e., Online Payment provision available at NIC Portal itself under bid submission window through the common pool account by integrating the payment gateway services of state bank of India” or irrevocable bank Guarantee.
	b) Permanent EMD for Tenders of value	PEMD holders of Rs.20 Lakhs and above at TNPGL Head Quarters held on or after 03.12.2021 are only eligible to participate in the tender
6	URL for online bid submission for e-tender	https://tntenders.gov.in/
7	Last date for submission of EMD	02.07.2026 up to 14.00 Hrs.
8	Date & Time of closing of online e-tender for submission of techno commercial bid & price bid	02.07.2026 up to 14.00 Hrs.
9	Date & Time of opening of tender electronically	03.07.2026 @ 14.30 Hrs.
10	Specification at website	The tender specification will be placed at the following web sites. The prospective bidders may download the same. TNPGL www.TNPGL.gov.in https://tntenders.gov.in/
11	Documents to be uploaded by the Tenderer`s during e-submission	e-Receipt/ Evidence for PEMD/ Evidence for EMD exemption, Schedules A to I and Annexure and other documents whichever is applicable to be uploaded Prices should be quoted online as per Schedule `B` only. BOQ
12	Bid Qualifying Requirements	Refer Section – II
13	Rejection of Tenders	Refer Section – III
14	Purchase preference to Enterprise owned by Scheduled Castes or Scheduled Tribes	Refer Clause 7.5 of Section -IV

15	Address for any clarification	The Superintending Engineer, Mechanical - I, North Chennai Thermal Power Station-I, Chennai-120. Any clarification in the tender shall be sought through email before 48 Hrs. of closing date and time of submission of tender. Email id: sem1nctps@tnebnet.org Contact No: 044 – 27950053
COMMERCIAL TERMS & CONDITIONS		
16	GSTIN	GSTIN Number shall be furnished in the offer
17	Tender sample	Not Applicable
18	Validity	The quotation should be valid for a acceptance for period of at least 180 days from the date of offer. As per Clause 8.0 of Section IV.
19	Payment Terms	As per Clause 14.0 of Section V.
20	Period of Completion	One year from the date of commencement of work. (As per Clause 15.0 of Section V)
21	Liquidated Damages	As per Clause 18.0 of Section V
22	Guarantee	As per Clause 19.0 of Section V
23	Security Deposit cum PG	As per Clause 20.0 of Section V
24	Jurisdiction to legal proceedings	Undertaking as per Annexure (II) on a non-judicial Stamp Paper of value Rs.500/- shall be furnished along with the offer
25	Detailed TNPGL's Terms and Conditions furnished in Section I to VII, except the clauses which are mentioned "Not applicable" in Tender Specification Abstract, may be followed.	
26	Specific concurrence or otherwise to the technical specifications and general terms and conditions outlined in the specification should be furnished in the tender. FAILURE TO DO SO WILL BE TAKEN AS CONCURRENCE TO THE TERMS AND CONDITIONS MENTIONED IN THE SPECIFICATION.	
27	The Tamil Nadu Transparency in Tender Act 1998 and the Tender Transparency in Tender Rules in 2000 and Tender Regulations and subsequent amendments are applicable in this tender.	
28	Any technical clarification / Negotiation raised by TNPGL should be replied within 48 hours from the receipt of letter.	

Encl: 1) Section – I to VII, 2) Schedules A to J, 3) Annexure – I to XIV

Sd/-

SE/M-I/NCTPS-I

Sd/-

CE/NCTPS-I

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SECTION -I

EARNEST MONEY DEPOSIT

- 1.0 Tenderer should pay the specified amount towards Earnest Money Deposit as follows.
- 1.1 Earnest Money Deposit: **Rs.13,700/- (Rupees Thirteen Thousand and Seven Hundred only)**
To be paid through online payment Gateway mode:
- 1.2) If submitting Earnest Money Deposit as PEMD/Udyam (SSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.
- 1.3) After confirming the EMD paid amount/Exemption uploaded, then only the system/tender portal will allow to submit the technical and financial bids.

3.0) e-Bank Guarantee (e-BG) :

- a. The EMD in the form of electronic Bank Guarantee (e-BG) with one year validity (from the date of tender opening) is only acceptable.
- b. EMD in the form of Physical bank guarantee is NOT acceptable. The e-BG for EMD amount specified above should be taken from any one of bank enabled in the NIC Portal
- c.) The scanned copy of the e-B.G shall be uploaded with the Bid.
- d) The e-Bank Guarantee shall be valid for one year failing which the offer will be summarily rejected.
- e.) The e-receipt of payment of EMD through online payment in the Government portal or should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected

The EMD will not carry any interest.

Only Online Mode of payment shall be accepted, i.e., the Common pool account created by the Finance Department, Government of Tamil Nadu by integrating the payment Gateway services of State Bank of India.

The tenders shall be rejected, if EMD Payment is not made in the prescribed manner as above.

1.9) In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the Security Deposit payable by the tenderer.

2.0) Mode of Payment

The online payment Gateway has been enabled for TNPGL in TN Tenders portal

(www.tntenders.gov.in). All the payments for the tenders like Earnest Money Deposit will be carried out by the Tenderer only through online payment mode. The Earnest Money Deposit amount should be the exact amount and no excess or less amount should be transferred through online payment gateway services of State Bank of India (SBI). If excess or short, the tender status will be shown as invalid. The Earnest Money Deposit payment to be made only single payment. The Earnest Money Deposit amount should be paid 5 days before tender closing date.

3.0) **PEMD holder of Rs.20 Lakhs and above is eligible to participate in this tender.** Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNPGL as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller / Purchase and upload copy of the same along with the tender. PEMD for TANTRASCO will not be considered. PEMD holder shall also upload an undertaking in a non-judicial stamp paper not less than Rs.500/-

4.0) The EMD will not carry any interest.

Only Online Mode of payment shall be accepted, i.e., the Common pool account created by the Finance Department, Government of Tamil Nadu by integrating the payment Gateway services of State Bank of India.

The tenders shall be rejected, if EMD Payment is not made in the prescribed manner as above.

5.0) EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (ONLY SSI UNITS located in TAMIL NADU):-

(i) "Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate or any other valid registration certificate/proof as notified by the Government of India in respect of the items manufactured by them for participation in the tenders floated by the Government Departments, State Public Sector Undertakings, Statutory Boards, Local Bodies, Co-operatives, Universities and Societies formed by the Government and whenever it is deemed necessary, the procuring entity may inspect the unit and safety themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors"

Note: As per Govt of Tamil Nadu, vide G.O.Ms.No.199, Finance (Salaries) Department, dated 27.06.2022, the SSI units outside the state of Tamil Nadu are not eligible for exemption from payment of EMD in TNGPCL tenders against Udayam Registration Certificate even though registered in Udyam Portal for tendered items.

REGISTRATION OF MICRO, SMALL & MEDIUM ENTERPRISES BY COMPOSITE CRITERIA IN UDYAM REGISTRATION & GUIDELINES:

5.1 Classification of Enterprises:

As per the Ministry of Micro, Small and Medium Enterprises, GOI Notification No S.O 2119(E) dt. 26.06.2020 the enterprises are classified as:

- i) **A Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs.1 Crore (one crore Rupees) and turnover does not exceed Rs.5 Cr. (Rupees five Crore);
- ii) **A Small Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs.10 Cr. (Ten crore Rupees) and turnover does not exceed Rs.50 Cr. (Rupees fifty Crore); and
- iii) **A Medium Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 50 Cr. (Fifty crore Rupees) and turnover does not exceed Rs.250 Cr. (Rupees Two Hundred and Fifty crore).

5.2 Calculation of Turnover:

In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purpose of classification.

A certificate from Chartered Accountant with UDIN along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover to be uploaded

5.3 Calculation of Investment:

The Plant and machinery as assigned to the plant machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the Explanation I to sub section (1) of section 7 of the Act shall be excluded from the calculation of the amount of Investment in Plant and Machinery.

The investment value in Plant and Machinery for the purpose has to be certified by a Chartered Accountant with UDIN and the same is to be uploaded along with the bid in case the bidder claims EMD exemption.

5.4 Composite Criteria of investment and turnover for classification: -

1. A Composite criterion of investment and turn over shall apply for classification of an enterprise as micro, small or medium.

2. If an enterprises crosses the ceiling limit specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover subject to transition period in classification as specified in Clause 7.5.

3. All units with Goods and Services Tax Identification Number (GSTIN) listed against the same permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

5.5 Updating and transition period in classification:

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self-declaration basis. In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration. In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

REFUND OF EMD :-

(i) The Earnest Money Deposit paid by the unsuccessful bidders will get refunded from the Common pool account created by the Finance Department, Government of Tamil Nadu after finalizing the tender and issuance of P.O/AOC

(ii) The EMD amount deposit will be refunded to the successful tenderers on receipt of the detailed Purchase order and also after acceptance of Security Deposit

6.0) DOCUMENTS TO BE UPLOADED AS A PROOF OF ELIGIBILITY FOR EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT:

I. Copy of Udyam Registration Certificate or any other valid registration certificate/proof as notified by the Government of India in respect of the items manufactured by them for participation.

II. The tenderer shall upload a **Chartered accountant certificate with UDIN towards annual turnover and another certificate for calculation of investment on Plant and Machinery** specified in the explanation I to sub – section (1) of section 7 of Income tax rules 1962 framed under the Income tax Act 1961, as per the recent MSME Notification No S.O 2119(E) dt. 26.06.2020.

III. Those tenderers under exempted Category from payment of EMD shall upload an undertaking in lieu of EMD in a non-judicial Stamp paper of value not less than Rs.500/- (Rupees Five Hundred only) in the form as per Annexure-I to the effect to pay penalty an amount equivalent to EMD/ Security Deposit or an amount equal to the actual loss incurred by the procuring entities whichever is less in the event of non – fulfilment or non- observance of any of the conditions stipulated in the contract.

7.0) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES: -

- i) If the documentary evidences towards Exemption from payment of EMD are not uploaded.
- ii) If the tendered items are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- iii) If not furnished the chartered accountant certificate with UDIN for investment held in Plant and Machinery or Equipment and Annual turnover value.
- iv) If the SSI units located outside the state of Tamil Nadu availed for EMD exemption.
- v) If the proof of exemption of EMD with an undertaking in lieu of EMD not uploaded.
- vi) If the EMD undertaking is not signed / authenticated in all pages of undertaking.
- vii) If the undertaking is without Signature of witnesses along with details of their name and address.

8.0) The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.

- i) The e-receipt of payment of EMD through NEFT/RTGS or other appropriate documents such as Bank Account Scroll in case of Account transfer from same Bank.
- ii) The proof for exemption of EMD and chartered accountant certificate with UDIN for investment held in plant and machinery or Equipment and Annual turnover value.
- iii) The proof of Permanent EMD Holder.

9.0) The Earnest Money Deposit made by Tenderer will be forfeited on the following conditions:

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
- ii) If he revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the Tender specification.
- iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.
- v) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TNPCL Limited.
- vi) In case of tenderers participating on the strength of Exception Categories, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.

vii) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TNPGL.

viii) In case of tenderers participating on the strength of PEMD, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.

SECTION- II

BID QUALIFYING REQUIREMENTS

SPECIFICATION.NO. CE_NCTPS 1_ SE_M-I_ 09 _2026_27

The Bidders shall become eligible to bid on satisfying the following Bid Qualification Requirements and uploading of the required documentary evidences.

1. The tenderer should have registered their establishment under the provisions of the Goods and Service Tax Act-2017(GST) and Employer Provident Fund and Miscellaneous Provisions Act-1952 (EPF), Employees State Insurance Act-1948 (ESI) The tenderer (contractor) should submit the proof of the registration obtained under the above acts.
2. The tenderer (contractor) should possess the valid Labour License under the Contract Labour (Regulation and Abolition) Act, 1970 pertaining to the circle/ station where the contract of Outsourcing of Computer Operator/ Data Entry Operator is to be executed.
- 3.The tenderer should have minimum one year experience in works contract / contract in which labours are engaged (or) experience in executing Outsourcing of Computer Operator / Data Entry Operator in TNEB / TANGEDCO / TNPDC / TNPGL / TNGEL / TANTRANSCO or in Central / State Government Organizations / Public Sector undertakings within a period of last 5 years from the date of tender opening.

The bidder should enclose copy of the work order/ Rate contract order obtained along with the performance / end user certificate for the above executed work. In case the bidder executed order to TNEB / TANGEDCO / TNPDC / TNPGL / TNGEL / TANTRANSCO, the performance from the end user will be obtained by the tender inviting authority.

Note: The experience as a sub contractor / supplier shall not be considered for qualifying the experience criteria specified above and the offer of such tender shall be summarily rejected.

4. The annual turnover of the bidder shall be more than Rs.3,43,700/- during any one of the last three years (2022-23, 2023-24 & 2024-25). In case of bidder who happens to the companies registered under companies Act 1956, attested copy of audited financial statements like Profit & Loss Account and Balance Sheet for the immediately preceding 3 financial years may be uploaded and in case of others, the annual turnover certified by practicing Chartered Accountant for the immediately preceding 3 financial years may be uploaded The UDIN of the Auditing firm / Practicing Chartered Accountant should be mentioned in the Audited statement of annual accounts and Chartered accountant Certificate.

Necessary documentary evidences duly attested by Gazetted Officer/ Notary Public, for all the above BQR should be submitted/ uploaded along with the offer, otherwise the offer will be rejected. The offers of tenderer not satisfying the above 'BQR' will also be summarily rejected.

NOTE TO BQR:

1. Documentary evidences in support of all the above BQR criteria shall necessarily be UPLOADED.
2. In the event of documents uploaded against the above tender being found to be bogus or the documents contain false particulars; the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders / contracts in TNPGL, TANTRANSCO & TNEB LIMITED.

3. The experience as the main contractor shall only be considered for satisfying the experience criteria specified in the BQR and the experience as a sub contractor shall not be considered for the purpose and the offer of such tenderers shall be summarily rejected.

4. The offer of the bidders who have stated to be previous work Contractor of TNPGL/TNEB will be considered for further evaluation, even though they have not uploaded copies of Acceptance Order or End user certificate etc., after ensuring with concerned Purchase Orders placing authorities.

5. EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be produced.

Sd/-

SE/M-I/NCTPS-I

Sd/-

CE/NCTPS-I

SECTION- III

REJECTION OF TENDER

- A) Tender will be summarily rejected if,
- 1) Received by Post / Courier/ E-mail and any other mode other than e-submission.
 - 2) Received with EMD in **Any other mode of payment other than through online payment gateway mode.**
 - 3) Not accompanied by the requisite EMD or proof of EMD exemption.
 - 4) **EMD exemption availed by the SSI UNITS located outside the state of Tamil Nadu.**
 - 5) **Not accompanied by undertaking/agreement where EMD is exempted.**
 - 6) Not accompanied with copies of evidences for meeting the **bid qualification requirement.**
 - 7) Does not meet Bid Qualification Requirement.
 - 8) Received from any blacklisted firm or contractor.
 - 9) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
 - 10) Offer is made for the part of the materials and not the whole of the material covered under the specification, may be rejected
 - 11) The documents furnished with the offer being found to be bogus or the documents contain False particulars.
 - 12) Not accompanied with tender sample if requested and not in conformity with TNPGL's technical specification.
 - 13) Received from a tenderer who is directly or indirectly connected with Government service or TNPGL Service or service of Local Authority.
 - 14) Price is indicated in Techno-commercial bid
 - 15) Offer received from joint venture/consortium
 - 16) Incomplete and evasive offer.
 - 17) Not in the prescribed Form & Procedure
 - 18) From the approved tenderer, whose permanent EMD is not adequate for this tender.
- B) Tender is LIABLE for rejection if,**
- 1) received without GSTIN NUMBER
 - 2) Not in conformity with TNPGL's technical Specification and commercial terms
 - 3) With validity period less than that specified in the specification.
 - 4) If Questionnaire as per **schedule F** and Tender Acceptance letter as per **schedule G** are not duly filled and signed by the tenderer.
 - 5) Not containing all required particulars as per schedule A to I.
 - 6) Not accompanied with descriptive literature and Pamphlet of the material along with the offer.

SECTION- IV
GENERAL TERMS AND CONDITIONS

1.0. THE TAMILNADU TRANSPARENCY IN TENDERS ACT 1998:

- 1.1 The Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 1.2. THE TENDERERS WHO DO NOT FULLFILL THE "BID QUALIFICATION REQUIREMENT" AS PER SECTION-II NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.
- 1.3 The terms 'tenderer', 'supplier', 'contractor' refer to Bidder. The terms 'Purchaser', 'Board' 'TNEB' refer to TNPGL.

2.0 SCOPE OF SUPPLY:

- 2.1 The Scope of bidder described in Schedule-A - Engaging of 4 Nos Outsourcing computer operator / Data Entry operators at the Office of SE/ M-I, EE/BM, EE/MPM and EE/TM office to carry out the day to day data entry works for the period of one year from the date of engagement of Computer Operator / Data Entry Operator

Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable To this Tender.

3.0 SUBMISSION OF TENDER OFFER:

- 3.1 The tenderer is expected to examine all instructions, Schedules and Annexure detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexure called for in this Specification, only as per the formats prescribed herein.

4.1 SUBMISSION OF TENDERS:

- 4.1.1. The Tender Offer consisting of Schedules-B to should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him/ her to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
- 4.1.2. In the event often being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him/her to do so, Certified copies of which shall be enclosed.
- 4.1.3. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 4.1.4. The tenderer should furnish the GSTIN numbers in the offer.

4.2 QUESTIONNAIRE FILLING

A Questionnaire is appended as Schedule - F in this specification for Bid Qualification Requirements, Commercial and Technical details. It is obligatory on the part of the tenderer to furnish all details as per the "Questionnaire".

4.3. Modifications/Clarifications to Tender Documents:

- 4.3.1. At any time after the commencement of e-Tender and before the closing of the event, TNPGL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
- 4.3.2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Chief Engineer/NCTPS-I/Chennai will clarify the same.
- 4.3.3. If any tenderer raises clarification safter the opening of the tender, the clarified reply issued by the Chief Engineer/ NCTPS-I/Chennai on the clarifications will be final and binding on the Tender.
- 4.3.4 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 4.4. All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writing except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4.5. QUOTATION OF RATES:

- 4.5.1. Rates should be quoted in integers.
- 4.5.2. Offers giving lump sum price, without giving their breakup as per details required in the Price Schedule-A shall be liable for rejection.

4.6. PRINTED TERMS AND CONDITIONS IN TENDERS:

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances.

4.7. INCOMPLETE TENDERS:

Tender, this is in complete, obscure or regularizable for rejection.

4.8. AMBIGUITIES IN CONDITIONS OF TENDERS:

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.

- 4.9. The tender offer shall contain full information asked for in the accompanying schedules and else wherein the specification.
- 4.10. Tenderers shall bear all costs associated with the participation in thee- Tender and the purchaser will in no case be responsible or liable for these costs.
- 4.11. No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified/ extended validity of the tender offer.
- 4.12. The Tenderers are requested to furnish the exact location of their factories switch detailed postal address and pin code, telephone and Fax Nos. etc. in their tenders so as to arrange inspection by the TNPGL, if considered necessary.

5.0. TENDER OPENING (under Two-part system):

- 5.1. **OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):**
The Tender offer except price Bid will be opened electronically at 14.30 Hrs. on the date notified, at the Office of the Superintending Engineer/Mechanical-II/NCTPS-I, Chennai-600 120, through <https://tntenders.gov.in/> Tenderers need not to visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

5.2 **OPENING OF THE PRICE BIDS: (PART - II)**

The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.

- 5.3 If the last date set for submission of e-tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.

6.0 **INFORMATION REQUIRED AND CLARIFICATIONS:**

- 6.1. In the process of examination, evaluation and comparison of tender offers, the TNPGL may at its discretion, ask the Tenderer for a clarification of their offers. All response store quests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

- 6.2. The TNPGL will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

- 6.3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

- 6.4 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TNPGL for rejection of their offer. The TNPGL shall always beat liberty to reject or accept any offer or offer satitssole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGL.

7.0 **EVALUATION AND COMPARISON OF THE TENDER OFFERS:**

- 7.1 The tenders will be evaluated strictly as per Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 and its subsequent amendments.

- 7.2 The tender received will be examined to determine whether they are in complete shape, all data required have been furnished, properly signed and the offers are generally in order and conforms to all the terms and conditions of the Specification without any deviation.

- 7.3 Tie Breaker: When more than one bidders (L1 bidders) have quoted same value (same % of service charges) during bid submission and accepted in financial evaluation, TNPDC/ TNPGL/ TNGECL/ TANTRANSCO is allowed to initiate for price bid resubmission for tie break.

- 7.4 The bids will be evaluated based on the lowest quoted percentage for Service Charges.

- 7.4 (i) If more than one tenderer have quoted the lowest rate, same percentage for service charges and the amount in rupees TNPDC reserves the right to split the tendered items specified in the schedules 'A' and award the contracts to different contractors as per the provisions of the tender Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 and its subsequent amendments.

- 7.4 (ii) If more than one tenderer have quoted the lowest rate, same percentage for service charges and the amount in rupees TNPDC reserves the right to award the tender as per Tender Act.
- 7.5 The service charges should be quoted in percentage of Monthly wages and in Rupees per Computer Operator/Data entry operator.
- 7.6 The service charges in percentage shall be expressed as 1/100th of decimal places. (i.e,0.01%) in percentage.
- 7.7 The Tenderers are requested to quote service charges in Financial Bid.
- 7.8 The service charges comprise all the expenses towards bidder's margin and their establishment expenses.
- 7.9 In determining the lowest evaluated price (service charges) the following factors will be considered.
- (a) The quoted price shall be corrected for arithmetical errors.
- (b) In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- 7.10 The rate of Central Goods and Services Tax (CGST), State Goods and Services Tax (SGST), Integrated Goods and Services Tax (IGST) (as applicable both in percentage and amount shall be indicated in the offer along with HSN code).
- 7.11 Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the contractors are only within the State or bidders are within the State and outside TN.
- 7.12 Negotiation on the L1 bidder will be done by the TNPDC/TNPGCL/TNGECL/ TANTRANSCO.

7.13 Purchase preference to Enterprise owned by Scheduled Castes or Scheduled Tribes:

As per latest amended Tamil Nadu Transparency in Tenders Rules 2000, in case of procurement of Goods or Services, where it is possible for procuring to divide the award of tenders to more than one supplier (or) service provider **five percent** of the total requirement in the procurement shall be awarded to Enterprises owned by persons belonging to the Scheduled Castes or Scheduled Tribes in respect of only of the **Goods Manufactured or services** rendered by it, if the following conditions are satisfied,

- (a) the lowest tenderer is not in Enterprise owned by persons belonging to the Scheduled Castes or Scheduled Tribes and
- (b) Such Enterprises are willing to match the price of the lowest tenderer.

Enterprises owned by Scheduled Castes or Scheduled Tribes (SC/ST) For Claiming The Purchase Preference as per Tender Rule 30C are.

1. The enterprises means any domestic enterprises located in Tamil Nadu owned by any person belonging to a SC/ST (Certificate Annexure- IX to be uploaded) (or)

2. Any domestic enterprise, which is a firm or limited liability partnership, having its registered office and place of business in the State, where not less than three-fourths of the partners belong to the scheduled castes or scheduled Tribes (Certificate Annexure- X to be uploaded) (or)

3. any domestic enterprise, which is a company having its registered office and place of business in the state where,

(i) more than fifty percent of the ordinary shareholdings pertain to persons belonging to the scheduled castes or scheduled Tribes; (Certificate Annexure- XI to be uploaded) and

(ii) the control of the company, as defined in section 2 (27) of the companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the scheduled castes or scheduled Tribes”.

Note: “Scheduled Castes” and “Schedule Tribes” shall have the meanings assigned to them respectively under clauses (24) and (25) of Articles 366 of the constitution. “State” means the State of “Tamil Nadu”.

The online registration of SSI units in Udyam Registration Portal is based on self declaration. Hence, in order to claim purchase preference for domestic enterprises belonging to scheduled castes and scheduled Tribes, the supporting documents necessary to evidence the same in respect of each type of domestic enterprise owned by SC/ST are specified below.

In case of such domestic enterprise been a sole proprietary firm having registered in Udyam portal located within Tamil Nadu, Udyam Registration certificate contains the social category of enterprise. However, in order to ensure that no change in social category of enterprise has happened consequent of having registered in Udyam portal, an undertaking from the sole proprietor may be insisted.

In case of such domestic enterprise is partnership firm been registered in Udyam portal, social category of enterprise can be ascertained from the community certificate of not less than three-fourths of the partners belongs to the Scheduled Castes or Scheduled Tribes along with copy of registered partnership deed. However, a certificate from chartered accountant may also be obtained certifying that no change in social category of enterprise has happened consequent of the said registered partnership deed.

In case domestic enterprise is a company having its registered office and place of business in the state, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and the control of the company, as defined in section 2 (27) of the Companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes.

8.0. **VALIDITY:**

- 8.1) The quotation should be valid for a acceptance for period of at least **180 days** from the date of offer.
- 8.2) Tenderer shall inspect the site examine and obtain all information required and satisfy himself regarding matters as things such as access to site, communication, transport etc.
- 8.3) Ignorance of site conditions shall not be accepted by the Tamil Nadu Generation and Distribution Corporation Ltd., Board as a basic for any claim or compensation.

- 8.4) Quantity indicated against various items are tentative and as such they form only a basis for comparison purpose.
- 8.5) The rates quoted shall be good for work below or above ground level irrespective of Elevation etc.

9.0 **RIGHTS OF THE BOARD:**

- a) TNPGL reserves the right to verify any information /documents furnished by the Bidders should the circumstances so warrant. If at any stage during finalization of tender/ execution of the contract agreement, any document/s submitted by any bidder in his bid is found to be forged/ false, his bid is liable to be rejected, Letter of Award cancelled, EMD / SD forfeited and any other departmental action as deemed fit be initiated. For this purpose, the bidder shall have to produce original documents, if required.
- b) TNPGL reserves its right to seek any additional details/documents required at any point of time during and after the process of e - tender. If the tenderers fail to furnish such details, their offer is liable for rejection.
- c) TNPGL reserves the right to reject / cancel any or all of the tender(s)/ bid(s) / offer(s) at any stage during the process, without assigning any reasons.
- d) TNPGL reserves the right to accept or to reject any or all Bids/s. The bid shall be rejected, if the bids is/are
- i. Not in the Prescribed form
 - ii. Not properly signed by the tenderer
 - iii. From any black listed firm or contractor
 - iv. From a bidder who is / are directly or indirectly connected with Government Service or in TNPGL or of a local authority.
 - v. Not in conformity with TNPGL's requirement as per the terms and conditions of the tender
 - vi. With validity period less than that specified in the tender document
 - vii. Incomplete and /or incorrectly submitted
 - viii. Received by telex or telegram or Fax or e-mail
- e) TNPGL, reserves the right to fore close / terminate the contract in the event of unsatisfactory performance during course of work.
- f) TNPGL may stipulate security and other measures from time to time in the interest of overall safety and smooth administration of the entire plant, which are to be strictly complied by the bidder.
- g) On any other ground /or reason/ not covered above, but detrimental to the interest of TNPGL and comes to the knowledge/notice of TNPGL at any stage during tender Process without assigning any reason for the same to the tenderer not containing an Undertaking in the form of a notarized affidavit declaring that in respect of any tender/contract issued by TNPGL or Government or any other utility in India during the past 3(three)years as on the Last date for submission of bid.

10.0 VALIDITY OF BIDS

- a) The rates should be kept valid for **180 Days** from the date of Opening of Tender.
- b) If the Tender is withdrawn by any tenderer within the validity period, the EMD / SD paid by him will be forfeited by TNPGL.

- c) Further, the tenderer shall agree to extend the validity of the bids without altering the substance and prices of their Bid for further periods, if any, required by TNPGL.
- d) No Tenderer will be allowed to withdraw the offer within the validity period specified. If the tender is withdrawn by the tenderer before the expiry of the validity period, the Earnest Money Deposit / Security Deposit paid will be forfeited. The tenderer cannot quote his own validity period and if done so, the tender will not be considered and will be liable for rejection.

11.0 PERIOD OF CONTRACT

Contract period of **one year** from the date of commencement of work.

12.0 Tie breaker

When more than one bidder have quoted same value during bid submission and accepted in finance Evaluation, Evaluator is allowed to select any one combination of the bidder value (ie The L1 bidder) to initiate for finance bid resubmission for Tiebreak.

13.0 Online negotiation:

Provision to go for online negotiation is provided for the Tender Evaluator. The online negotiation process in the portal is similar to the process for negotiation under the breaker process. However, financial rebid submission can be initiated from only one bidder.

14.0 E- Invoice :-

The Tenderer whose annual turnover exceeds Rs. 10 Crores should raise e – Invoices, so that TNPGL could avail input tax credit under GST.

15.0 SIGNING OF E-TENDER:

- a) Any document submitted online at <https://tntenders.gov.in> shall be digitally signed.
- b) Every time a new rate is quoted during bidding process it shall be digitally signed. Persons signing the tender should state in what capacity he or she is signing the tender (i.e.,) Sole Proprietor, or Secretary etc., of the firm. In case of partnership firm, the tender must be signed by all partners. The person signing the tender form or other documents forming part of tender on behalf of another shall produce a proper Power of Attorney duly executed in his favors stating that he had authority to bind such other person in all matters pertaining to the contract. If the person signing subsequently fails to produce the said Power of Attorney within areas on able time then decision taken by TNPGL is final. The Power of Attorney should be signed by all partners in case of partnership concern and in case of firms it should be under the common seal of the company.

16.0. DEVIATIONS:

- 16.1. The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
- 16.2. No alternate offer will be accepted.

17.0. BEFORE QUOTING:

- 17.1. Every tenderer is expected before quoting his rates to inspect the site.
- 17.2. The TNEB will not however accept after acceptance of the contract rate any extra charge for the lead for any other reason in case the contractor is found later on to have misjudged works available.
- 17.3. The standard specification of the Tamil Nadu Public works department and I.S.S. will be followed for the performance of the contract wherever applicable and for all particulars not specially covered by this specification

18.0. BARJURISDICTION:

Save as otherwise provided in the Tamil Nadu Transparency in Tenders Act 1998, no action taken by any officer or authority under this Act shall be called in question in any court, and no injunction shall be granted by any court in respect of any action taken or to be taken by such officer or authority in pursuance of any power conferred by or under this Act.

19.0. APPEAL:

Any Tenderer aggrieved by the order passed by the Tender Accepting Authority under Section-10 of the Tamil Nadu Transparency in Tenders Act 1998 may appeal to the Government within 10 (Ten) days from the date of receipt of order.

20.0. TENDERDOCUMENT:

- 20.1. "All the intending e-tenderers are informed that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by such tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNPGL" and also cancelling the award of contract issued to them."

21.0. Registration of Vendors in the online portal:

The vendors shall register in the TNEB online portal for online Bill processing system.

SECTION – V
COMMERCIAL TERMS AND CONDITIONS

1.0 SCOPE

NCTPS – I – SE/MI Circle – R&M (26-27) - Engaging of 4 Nos Outsourcing computer operator / Data Entry operators at the Office of SE/ M-I, EE/BM, EE/MPM and EE/TM office to carry out the day to day data entry works for the period of one year from the date of engagement of Computer Operator / Data Entry Operator.

2.0 LOCATION:

The NCTPS site is located about 20 km from Chennai City and access by road. The nearest railway head is Athipattu Village. The proposed work in this specification is located in N C T P S site.

3.0 RATE AND VALIDITY OF TENDER:

3.1) RATES: The rates should be firm for the entire duration of contract inclusive of all incidental charges and other taxes including works contract tax etc., for execution of work at site referred above. No variation in rates will be accepted for any revision in quantities due to site conditions at the time of execution. The rates shall be written in ink and shall be both in figures and words. If there is any discrepancy in the rates quoted, the tenders are liable for rejection.

3.2) Where there is any discrepancy between the rates quoted in figures and words, the lower of the two shall prevail. Where there is any discrepancy between rates and amounts the former shall govern.

Rates quoted shall be firm throughout the contract period and also even if the contract is split up.

4.0) PRICES:

The quoted service charges percentage shall be firm for the entire contract period. It may be noted that contractors with VARIABLE price will be summarily rejected. Also no increase in price will be allowed during the contract period. The contractors should take note of this and quote accordingly, otherwise such tenders will be summarily rejected.

5.0) GOODS AND SERVICES TAX [GST] :

- 5.1 The Goods and Services Tax will be paid extra as applicable.
- 5.2 The TNPGL has been registered as a dealer under GST Act 2017 (**Registration No**).
- 5.3 The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.
- 5.4 Transaction Value: The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable. The conditions for accepting the transaction value are
 - (a) Supplier and the recipient of the supply are not related.
 - (b) Price is the sole consideration for the supply.

- 5.5 Composition Scheme: Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently Rs.75 lakh) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.
- 5.6 It is the responsibility of the contractor to make sure about the correct rates of duty levy on the service at the time of tendering. If the rates assumed by the contractor are less than the current rates prevailing at the time of tendering, the TNPDCCL/TNPGCL/TNGECL/TANTRANSCO will not be responsible for the mistake.
- 5.7 Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the contractors. Any Variation in GST due to statutory Variation within the contract date shall be considered by the TNPGCL.
- 5.8 In case of delayed invoice, the GST prevailed on the date of actual service rendered date applicable on the date of contractual date of delivery whichever is less shall be admitted.
- 5.9 As per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TNPDCCL by way of commensurate reduction in prices. In this regard, you are requested to furnish a declaration form in non-judicial stamp paper of value not less than Rs 500/- as per specimen detailed in Annexure-VI enclosed. In the event of submitting the declaration as "Nil" ITC benefit, a certificate from Chartered Accountant has to be submitted certifying the same.

6.0 DEDUCTIONS UNDER GST:

TDS under GST is applicable for this Rate Contract order and will be deducted @ 2% on each and every invoice of the contract if applicable as per Section 51 of CGST Act 2017 notified by the Central Government notification No.50/2018 dt.13.09.18.

7.0 INCOME TAX:

It is responsibility of the contractor to be aware of their income tax liabilities in respect of this contract. TNPGCL will deduct income tax at source at appropriate rate as applicable for the contract and will be remitted to the Government of India. TNPGCL will issue necessary tax deduction at source (TDS) certificate.

8.0 ACCEPTANCE:

It is not binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right to place orders on different contractors.

9.0 VALIDITY OF TENDER:

Tenders should be valid for acceptance for a period of **90 days** (Ninety days) from the date of the tender opening. **Offers with lesser validity period shall be summarily rejected.**

10.0 SERVICE CRITERIA:

- 10.1 This contract is to provide Computer Operator/Data Entry Operator in below mentioned quantity.
- a. SE/M-I - 1 no.
 - b. EE/BM - 1 no.
 - c. EE/MPM - 1 no.
 - d. EE/TM - 1 no.
- 10.2 Computer Operator/Data Entry Operator with the qualification of Senior Grade or Junior Grade in Tamil and English issued by Government Technical examination in Typewriting to carry out the day-to-day data entry works through Licensed Contractor. The persons involving in data entry work should follow the instructions of concern officers.
- 10.3 The service charges once agreed will be fixed and firm during the entire contract period.
- 10.4 The contractor should depute their employees along with the following documents,
- (i) Photo ID card bearing Contractors firm name.
 - (ii) Aadhaar card copy of the deputed employee.
 - (iii) Passbook front page of the employee with photo.
 - (iv) Copy of Qualification Certificate for having passed in Senior Grade or Junior Grade in Tamil and English issued by Government Technical examination in Typewriting.
 - (v) The deputed employee should be brought under group insurance cover taken by the contractor against personnel accident as applicable.
- 10.5 The contractor is obligated to provide the outsourcing of Computer Operator/ Data Entry Operator during declared holiday as and when demanded by the concerned officer failing which will leads to deduction of payment as per clause 14.0.

11.0 Agreement to be executed by the bidder with tender inviting authority with the following documents before executing works.

- (a) Security Deposit.
- (b) undertaking towards jurisdiction for Legal Proceedings (Annexure-II).
- (c) Declaration towards Input Tax credit benefits in non-judicial stamp paper not less than Rs.500/- should be supported with certified of Chartered Accountant (Annexure-VI).
- (d) Declaration towards EPF remittances by the employer/contractor in the format enclosed in the Annexure-VII should be furnished.
- (e) Undertaking towards the maintaining of the office secrecy and confidentiality on handing the official records and work (Annexure-XIV)

12.0 Attendance and bill processing:

The attendance system should be maintained by the contractor at the work place. The details of number of man power deployed (man days) will be maintained by the TNPGL officials of the concerned above offices.

- (a) Every month bills will be processed based on the monthly wages (including holidays) at the stipulated sanctioned rates after deducting the wages for the absent days as per the attendance.

- (b) Proportionate amount will be deducted for non provision of outsourcing of Computer Operator/Data Entry Operator, as indicated in deduction of payment/penalty clause 14.0.
- (c) **The Payment will be made only after execution of the contract agreement.**
- (d) Bonus/Extra allowances/reimbursements/any other charges will not be provided to the outsourcing of Computer Operator/Data Entry Operator from the TNPGL. The bill amount per month will be paid to the contractor only as per the terms of contract. Salary payments and all other necessary payments to the outsourced Computer Operator/Data Entry Operator are to be made by the contractor only not by TNPGL.
- (e) The payment to the outsourcing of Computer Operator/Data Entry Operator engaged by the contractor shall be made by the contractor through electronic mode transfer (NEFT/RTGS) of funds to the respective bank accounts of each of the supplied/engaged outsourcing of Computer Operator/Data Entry Operator during the month and also to furnish the documentary evidence of remittance with date for the payment made to the supplied/engaged outsourcing of Computer Operator/Data Entry Operator along with the succeeding month's bill, failing which the bill will not be processed for the corresponding month.
- (f) The contractor shall ensure that the salary to the person so employed by the contractor is made by 7th day of the succeeding month and the contractor shall have to provide a proof to this extent at the time of claim for the bill towards paid salary details with recovery of Employees Provident Fund (EPF) & Group Insurance etc., from the outsourcing of Computer Operator/Data Entry Operator, along with the remittance in the respective bank account failing which the bill will not be processed.
- (g) No interest will be paid for late payments in case of delay in Administrative Procedures.
- (h) The contractor shall pay the GST and all others taxes, duties and other legally bound Duties and levies and other impositions levied under applicable laws.
- (i) The payments of Wages to the Computer Operator/Data Entry Operator should not be less than the minimum wages prescribed by the District Collector. The contractor should remit the EPF (Employer & Employee) contribution within the stipulated time in accordance with the applicable statutory laws from time to time.
- (j) The contractor should provide an accidental insurance scheme for Rs.2,00,000/- additionally under Pradhan Mantri Suraksha Bima Yojana (PMSBY) scheme through the Bank/ Post Office for a premium of Rs.20/- per annum per person, to all the labours engaged by them for the works in TNPDCCL, TNPGL, TNGECL and TANTRANSCO.
- (k) The proof of payment of EPF, PMSBY Insurance and GST shall be submitted with the bill for succeeding month invariably

13.0 Provision of IT Clause (194 Q) of IT Act:

In view of the instruction of Sec 194Q, 206AB and 206CCA by the Finance Act 2021 from 1st July 2021, the following clauses to be added in the tender specification: -

"Any person being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year. Shall, at the time of credit of such sum to account of the seller (or) at the time of payment, whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50Lakhs as TDS under section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TNPGL for making the payment. In case the suppliers do not have PAN, TNPGL is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of Income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

The Provision of this section shall not apply to the transactions on which tax is deductible under any other provisions of the Income Tax Act 1961 and also on the transactions in which Tax is collectible under the provisions of section 206C.

On purchase of goods/ materials TNPGL shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s 206C (1H). TDS u/s 194Q is also applicable on the Advance paid for purchase of goods.

In case of, works contract, wherein supply and erection portions are separable. The value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194W. On the other charges i.e., erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply.

The above provision comes into effect from 01.07.2021 onwards and hence no TCS under section 206C(1H) has to be paid by TNPGL on purchase of goods. Accordingly, TNPGL will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit. i.e aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in Schedule -I to determine the applicability of TDS rate u/s 206AB.

13.01) Applicability of GST TDS :

The TDS under GST will be deducted at the time of payment or accounting in the books of accounts whichever is earlier. Once the taxable value of contract exceeds Rs.2,50,000/-, then each and every invoice on that contract shall be subjected to the TDS under GST irrespective of value of such invoice.

Taxable Supply means supply of goods or services or both which is leviable to tax under GST. Thus, TDS under GST is to be deducted only on the Taxable supply of goods or services or both and not on Exempt supply (supply of any goods or services or both which attracts nil rate of tax or which may be wholly exempt from tax under section 11 of the CGST/ SGST Acts or under section 6 of the IGST Act) and non- taxable supply. Similarly, TDS under GST rate need not be applied on GST component in the invoice. TDS under GST is also applicable for suppliers/ contractors registered under composition scheme also.

13.02) TDS under GST is also applicable in the following cases:-

- * Bills of supplier for advance payment.
- * Amount of retention from the bills of supplier.
- * Supply of goods or services or both by supplier registered under GST as Composition dealer.

Thus Gross value of invoice (Except GST portion) shall be taken while applying TDS under GST rate.

13.03) Value of Supply for Deduction of TDS :

For the purpose of deduction of tax specified above, the value of supply shall be taken as the amount excluding the central tax, state tax, union territory tax, integrated tax and cess indicated in the invoice i.e., without including the amount of GST charges in the bill.

14.0) DUES TO TNPGL

Amount due from the supplier to TNPGL for the default in any other previous purchase orders will be adjusted from the pending payments against the purchase order placed on the supplier under this specification, which may please be noted.

15.0 PAYMENT:

- 15.1 100% payment will be made on monthly basis. The payment of Service will be made by ECS on any of the nationalized bank approved by Reserve Bank of India.
- 15.2 The bank charges involved in making payment will be on the account of the contractor.
- 15.3 The contractor should furnish the bank account details along with PAN and GST number in the invoice.
- 15.4 For the delayed payments, if any, the TNPGL/ TNPGL/ TNGECL/ TANTRANSCO will not pay interest on any account.
- 15.5 The bills will be passed by the concerned officials with whom the claim is made based on the following.
 - (a) Acknowledgment/work report from the concerned officers where the Computer Operator/ Data Entry Operator involved in work.

- (b) Receipt of the Contractor's bills in Quadruplicate.
 - (c) Digital transfer of payment to employee – i.e, online bank statement.
 - (d) Employer and Employee EPF contribution statement with proof of payment.
 - (e) Monthly GST payment proof
- 15.6 The bill claiming authorities must ensure the specified number of man power and that the Statutory Provisions are ensured the specified number of man power and that the Statutory Provisions are ensured for the said numbers and must also obtain an undertaking from the Contractor while processing the bill to the above effect and that no person engaged is omitted from complying the Statutory Provisions and if any discrepancy is found at a later date by the authorities, the same will be borne by him or the firm as the case may be.
- 15.7 Payment will be made to the contractor after every completed month for provision of outsourcing of Computer Operator/Data Entry Operator.
- 15.8 100% of the all-inclusive price of the Outsourcing of Computer Operator/Data Entry Operator supplied for every month will be paid within reasonable period on submission of bills and required documents after detecting recovery if any.
- 15.9 Payment shall be made, on a monthly basis for the Outsourcing of Computer Operator/Data Entry Operator supplied subject to submission of the attested copy of consolidate salary statement of the outsourcing of Computer Operator/Data Entry Operator issued by the contractor for the previous month along with the bills and after making the statutory deductions applicable then and there.
- 15.10 Penalties, if any levied will be detected by the TNPDC/ TNPGL/ TNGECL/ TANTRANSCO from the monthly payments also. Tax detection at source as per the Income Tax rules shall be applicable to the payments made for the work done. TNPDC/ TNPGL/ TNGECL/ TANTRANSCO shall make payments after deducting the tax due and shall be responsible for remittance of the same to the IT Department.
- 15.11 Any other statutory levies in force will also be deducted at the time of passing the bill making payment.

16.0 DEDUCTION OF PAYMENT/PENALTIES:

- 16.1 The contractor has to ensure the work of Computer Operator/Data Entry Operator is not getting stopped, due to absence of Computer Operator/Data Entry Operator by making alternate arrangements. If the contractor fail to provide sufficient number of Computer Operator/Data Entry Operator the TNPDC/ TNPGL/ TNGECL/ TANTRANSCO shall have the power to recover the penalty as specified below from the contractor's monthly bills:
- (a) Per day rate Rs.718/- of the Computer Operator/Data Entry Operator will be recovered for non supply period.
 - (b) Proportionate amount will be deducted for the late comers and will be processed accordingly.
 - (c) In addition to the above, the following penalties will be levied,
 - (i) Rs.500/- shall be deducted towards penalty for each non supply of Computer Operator/Data Entry Operator per day (8 Hours).
 - (ii) If the wholesome attendance of man power supply falls below 90% during a month, 0.5% for the value of Security Deposit shall be deducted from the monthly bill in addition to the above penalty.

- (d) In addition to the (a) (b) and (c) above the following will be recovered from the non supply/short supply of Computer Operator/Data Entry Operator.

If necessary, the TNPDC/ TNPGL/ TNGEL/ TANTRANSCO to provide Computer Operator/Data Entry Operator to the above designated offices in TNPDC/ TNPGL/ TNGEL/ TANTRANSCO in which no Computer Operator/Data Entry Operator (or) less Computer Operator/Data Entry Operator are provided by the contractor and the difference in amount paid to the Computer Operator/Data Entry Operator engaged by TNPDC/ TNPGL/ TNGEL/ TANTRANSCO will be recovered from the contractor's bill.

- (e) If the performance of the Computer Operator/Data Entry Operator is found not satisfactory (Poor Performers) the officer concerned shall inform the same to the contractor to terminate the services for the outsourcing of Computer Operator/Data Entry Operator and replacement should be made immediately.

17.0) PERIOD OF COMPLETION:

The work should be carried out with in a period of One year from the date of commencement of work.

17.1) Tenderers shall pursue carefully the instructions and directions to parties tendering and the condition of the standard K2 Form. The tenderer shall also go through the National Building code TNBP and I.S.S and also standard preliminary conditions attached to the schedule of quantities and all other relevant documents before tendering rates for the work. The quantities given are approximate only with a view of enabling the tenderers to quote their rates for each class of work in the tender form.

17.2) The Board Reserves the right to cancel the work on failure to furnish the Security Deposit within the prescribed time and the rights to levy penal interest for delayed payment of S.D.

18.0 ADVANCE PAYMENT: No advance payment will be given. Tenders insisting on advance payment are liable for rejection.

19.0 FORCE MAJEURE:

If at any time during the continuance of this contract the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons of any war, hostility acts of public enemy, acts of civil epidemics, warranting, restrictions or other acts of God (eventualities) when provided notice of the happening of any such ;eventuality is given by the tenderer to the Board within 15 days from the date of occurrence thereof, neither party shall by reasons of have any claim for damages against the other in respect of such non-performance and deliveries under this contract shall be refunded as soon as practicable after such eventuality has come to an end or ceased to exist.

Provided that, if the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reasons or any eventuality for a period exceeding 60 days, the Board may at its option terminate this contract by notice in writing.

The work should be carried out with least hindrance to the other contractors working in the area, suitably coordinating with them. The contractor should make his own arrangements for transporting facilities for his men and materials. The contractor is not eligible for any compensation whatsoever for delay in supply of Department materials or due to any other clauses or due to inadequate works for his labour or for supervision of work

20. GUARANTEE:

Not applicable

21.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

1) The successful tenderer will have to pay 5% of the purchase order value (inclusive of all taxes and duties) in the form of electronic mode of payment or Demand Draft or Banker's Cheque payable in favour of FC/NCTPS-I. The SD cum PG should be remitted within 15 days from the date of receipt of Purchase order and in the event of failure to remit security deposit within the prescribed period, EMD may be forfeited and order may be cancelled. **If SD paid belatedly the same may be accepted with a penal interest at 12% per annum for the Delayed period.** The SD amount will not carry any interest. **The bill will not be passed without SD**

a) For value of Purchase order up to Rs.10 Lakhs, SD shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's cheque or pay order payable only.

b) For value of Purchase order exceeding Rs.10 Lakhs, SD cum PG shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's Cheque or pay order or Irrevocable Bank Guarantee. Bank Guarantee should be obtained from the Banks mentioned in clause (24.1)

2) The Security Deposit cum Performance Guarantee furnished shall be towards proper fulfillment of the contract as well as towards performance guarantee of the materials supplied. In case of BG, the SD cum PG shall be valid for the entire period of guarantee and in case of delay its validity shall be extended for the entire period of Guarantee.

3) The Security deposit cum Performance Guarantee against this contract will be released to the contractor only if the contract is completed to the satisfaction of the purchaser. If, the purchaser incurs any loss or damage on account of the breach of any of the clauses mentioned above or any other amount arising out of the contract becomes payable by the successful tenderer to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the Security Deposit cum Performance Guarantee and such amount that is appropriated will not be refunded to the successful tenderer.

4) The Security deposit cum Performance Guarantee furnished in the form BG shall be returned after the expiry of the guarantee period. If the SD cum PG is furnished in the form of Demand Draft/ Banker's cheque or pay order the same shall be refunded after expiry of the guarantee period. If during the above period, any of the materials supplied are found to be defective in material or in workmanship, the same shall be rectified or replaced at destination at free of charges.

22.0) BANK GUARANTEE EXTENSION:

In the event of furnishing Bank Guarantee towards security deposit, the validity of the bank guarantee shall have to be kept live till completion of Guarantee period

In case of the requirement arising for extension of the bank Guarantee, the extended bank guarantee shall have to be submitted to TNPGL within the date of expiry of the existing bank guarantee. In case of failure to submit such extended bank guarantee within the due date (expiry date), TNPGL shall invoke the bank guarantee by addressing the bank directly.

23.0 BANK GUARANTEE:

All Bank Guarantee should be furnished in Non-judicial stamp paper value of Rs.500/- and obtained only from

- a) Nationalized Bank.
- b) Non-Nationalized scheduled Bank
- c) Branches of Foreign Banks in India.

24.0 JURISDICTION FOR LEGAL PROCEEDINGS:

No suits or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court save in the Civil court of Chennai or the court of small causes in Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case, any part of the cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts of Chennai City, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of cause of action might arise within the jurisdiction of such courts.

The bidder shall furnish an undertaking for legal proceedings as per the format in Annexure –II in a non judicial stamp paper of Rs.500/- agreeing to the above condition along with their offer.

25.0 ARBITRATION:

TNPGCL will **not accept** arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract **shall not be subject to arbitration** under the provision of Arbitration Act 1996 or any other enactment in replacement thereof in the event of any dispute between the parties.

26.0 RECOVERIES OF DUES:-

The TNPGCL is empowered

a) To recover any dues against this contract in any bills / Security Deposit / Earnest Money Deposit due to the successful tenderer either in this contract or any other contracts with TNPGCL/TNEB.

a) To recover any dues against any other contract of the successful tenderer with TNPGCL/TNEB, with the available amount due to the successful tenderers against this contract.

27.0 LOSS OR DAMAGES:

The loss or damages to computer or any other assets of TNPDC/ TNPGCL/ TNGECL/ TANTRANSCO occurred by the persons involving in Computer/Data entry work during the service period may be charged from the contractor.

28.0 RESPONSIBILITY:

28.1 The contractor is responsible for the persons involving in Data entry works. The persons involving in work must possess the said qualification in the orders. The qualification details of the persons involving in said format should be produced when called for. The persons involving in work should be at the place of work as the TNPDC's regular office time.

28.2 The allocation of Computer Operator/Data Entry Operator shall be as per the direction of officers concerned has to be carried out.

28.3 The contractor should aware that the number of persons involving in Data entry work quoted above is subjected to reduce in between contract period by TNPDC / TNPGCL / TNGECL / TANTRANSCO if necessary, without any prior notice. Further, TNPDC / TNPGCL / TNGECL / TANTRANSCO is having rights to terminate the contract at any time with 30 days prior notice. The person involving in data entry work/contractor must aware that **they do not have any rights to quote any employment opportunity** to TNPDC/TNPGCL/TNGECL/TANTRANSCO based on the contract at any point of the contract period or after the contract period.

28.4 The contractor and their deputed staff should strictly maintain the secrecy of the documents. If any lapse in this regard is identified, the contractor and the staffs are liable for legal proceedings.

29.0 FAILURE TO EXECUTE THE CONTRACT:

29.1 The successful bidder should pay an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TNPDC/TNPGCL/TNGECL/TANTRANSCO whichever is less in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.

29.2 Actual Incurred Loss :

Contractor failing to execute the work order placed on them to the satisfaction of the TNPDC/ TNPGCL/ TNGECL/ TANTRANSCO under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TNPDC/ TNPGCL/ TNGECL/ TANTRANSCO, consequent to the placing of fresh orders elsewhere at higher rate, i.e., the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed.

30.0 EFFECTING OF RECOVERIES:

Any loss, arising incident to no-fulfillment of this contract or any other contract, will be recovered from Security Deposit held or any other amount due to the contractor from the TNPDC/ TNPGL/ TNGECL/ TANTRANSCO.

31.0 TO WHOM TO REPORT:

To outsourcing Computer Operator/Data Entry Operator shall have to report concerned Officers of TNPDC/ TNPGL/ TNGECL/ TANTRANSCO.

32.0 CONTRACT AGREEMENT:

The successful tenderer shall execute the contract agreement with TNPGL for the above work. The Contract agreement shall be made with the Officers of TNPGL in a non-judicial stamp paper of value not less than Rs.500/- **within 30 days from the date of receipt of award of contract.** The payment will be made only after execution of the contract agreement. If the contractor fails to execute the contract agreement within the time specified, the contractor shall be liable for cancellation.

33.0 NON-ASSIGNMENT:

The contractor shall not assign or transfer the contract or any part thereof without the prior approval of the TNPGL.

34.0 LIQUIDATED DAMAGES:

34.1 The **commencement of contract** as specified should be guaranteed by the contractor under the liquidated damages clause given below:

34.2 If the contractor fails to supply the staff and commence the contract within the time specified in the contract (or) any extension thereof, the TNPDC/ TNPGL/ TNGECL/ TANTRANSCO shall recover from the contractor as liquidated damages, a sum of **half percent (0.5%)** of the contract value for the non supply of Computer Operator/Data Entry Operator for each completed week of delay. The penalty and total liquidated damages shall not exceed **ten percent (10%)** of the total contract value.

35.0) WORK ON HOLIDAYS: No work of any description shall be carried out on Sundays and other important National Holidays, without the knowledge and formal sanction in writing of the Department Engineers.

36.0) FORCE MAJEURE:

If at any time during the continuance of this contract the performance in whole or part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enmity, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of nature (hereinafter referred to as "eventualities") then, provided notice of the happening of any such eventuality is given by the tenderer to the TNPDC/ TNPGL/ TNGECL/ TANTRANSCO within 15 days from the date of occurrence thereof, neither party shall, by reason of such eventuality be entitled to terminate this contract, nor shall have any claim for damages against the other in respect of such non-performance or delay in performance under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Provided that if the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reasons of any eventuality for period exceeding 60 days, the TNPDC/ TNPGL/ TNGECL/ TANTRANSCO may at its option terminate this contract by notice in writing. The period of extension shall be decided only by the consignee officers after verifying the evidence for the cause of delay. It is hereby specifically agreed that time is essence of the contract. The termination of the contract as aforesaid shall not absolve the contractor of his liability to pay damages to the TNPDC/ TNPGL/ TNGECL/ TANTRANSCO for the breach of contract to complete the performance of the contract within the time fixed by the contract or extension thereof.

37.0) FORM OF CONTRACT

This will be K2 contract generally governed by the Board's specification and TNDSS of Tamil Nadu Public works department. The contractor should execute a K2 agreement with the Board immediately after information of the acceptance of his tender.

38.0 POWERS TO TERMINATE THE CONTRACT:

In the event of Non-fulfillment and lack of diligence, the contract will be terminated and the Security Deposit/SD cum PG and Earnest Money Deposit will be forfeited. In that circumstance, TNPGL reserves the right, to arrange some other agency for the execution of this contract.

39.0 TENDER AND AGREEMENT:

You are requested to produce a Non-Judicial stamp paper for a value of Rs.200/- (Rupees two hundred only) for agreement and Non-Judicial stamp paper for a value of Rs.500/- (Rupees five hundred only) for indemnity bond respectively and same should be executed within 15 days on receipt of this order, excluding maximum 7 days as allowed for receipt of order (22 days from the date of acceptance order) failing which EMD will be forfeited without any further intimation.

40.0) JURISDICTION:

The arbitration clause is not applicable to this contract. No suit or any proceeding in regard to any matter arising in any aspect under this contract shall be instituted in any court save the city court at Chennai or the court of small cause at Chennai. It is agreed to that no other court shall have jurisdiction to entertain any suit or proceedings, even though part of the cause of action might arise within their jurisdiction. In case any part of the cause of action arise within the jurisdiction of any court of Tamil Nadu and not in the courts in Chennai city, then it is agreed to between the parties that such suits or proceedings, shall be instituted in the court within the state of Tamil Nadu. No other courts outside state of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such court.

41.0 ARBITRATION:

The TNPCL/ TNPGL/ TNGECL/ TANTRANSO will not accept any arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provisions of Arbitration Act 1940 in the event of any dispute between the parties.

42.0 LEGAL STATUS OF THE FIRM:

The tenderer should furnish necessary documents evidencing their legal status of the firm along with their offer.

43.0 INCOME TAX PERMANENT ACCOUNT NUMBER AND GST NUMBER:

The tenderer should furnish the Permanent Account Number issued by Income Tax Department with the tender. Proof for the same shall be enclosed.

The tenderer shall furnish the GSTIN Number of the firm along with the proof in the tender.

44.0 DEVIATION FROM SPECIFICATION:

If the tenderer wishes to deviate from any of terms and conditions of this enquiry in any respect, he shall draw the attention to such points of deviation explaining fully reasons there for. Unless this is done, the requirement of the enquiry will be deemed to have been accepted in every respect.

45.0) Appeal:

Any tenderer aggrieved by the order passed by the tender accepting authority under section 10 may appeal to the Government shall dispose the appeal within ten days from the date of receipt.

45.1) In disposing of an appeal under sub-section(i), the Government may after giving the party an opportunity of making his representation s pass such order thereon as they may deem fit.

45.2) The order of the Government from such appeal shall be final.

45.3) The Government may, pending the exercise of their powers under this section, pass such interlocutory orders as they may deem fit.

46.0. ELECTRICITY RULES:

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply Act and the Indian Electricity Rules there-under unless modified by this specification.

SECTION VI

GENERAL CONDITIONS

- a) The Contractor shall employ outsourcing of Computer Operator/ Data Entry Operator as mentioned to maintain the work/activities as per the specification issued. The Contractor shall not employ in connection with the works any person who has not completed his/her eighteen years of age.
- b) The Contractor shall pay to labour employed by him through digital transfer. The wages should not be less than Rs.718/- per day.
- c) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- d) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- e) The officer concerned shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contractors Labour Regulations.
- f) The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations said without prejudice to his right to claim indemnity from his sub-contractors. (if permitted)
- g) In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the officer concerned and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The officer concerned shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the officer concerned in this respect shall be final and binding.

1.0 CONTRACT LABOUR REGULATIONS:

- (i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:
 - (a) Name and situation of the work.
 - (b) Contractor's name and address
 - (c) Particulars of the Department for which the work is undertaken,

- (d) Name and address of sub-contractors as and when they are appointed.
 - (e) Commencement and probable duration of the work.
 - (f) Number of workers employed and likely to be employed.
 - (g) 'fair wages' for different categories of workers.
 - (h) Number of hours of work which shall constitute a normal working day: -
 - (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
- (ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
- (a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - (b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
 - (c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
- (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
- (iv) Employment Card: The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- (v) Register of Wages etc.: A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (vi) Fines and deductions: Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;

- (a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- (vii) Register of Accidents: The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars: -

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages.
- (c) Sex.
- (d) Age.
- (e) EPF UAN number
- (f) ESI number
- (g) Aadhaar number
- (h) Nature of accident and cause of accident.
- (i) Time and date of accident.
- (j) Date and time when admitted in hospital.
- (k) Date of discharge from the hospital.
- (l) Period of treatment and result of treatment.
- (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (n) Claim required to be paid under Workmen's Compensation Act.
- (o) Date of payment of compensation.
- (p) Amount paid with details of the person to whom the same was paid.
- (q) Authority by whom the compensation was assessed.
- (r) Remarks.

[Note: k,l,m,n for the workmen not covered under the ESI provisions]

- (viii) Preservation of Registers: The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
- (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

- (x) Disposal of amounts recovered from the Contractor: The Officer concerned shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the officer concerned, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.
- (xi) Welfare Fund: All moneys that are recovered by the officer concerned by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
- (xii) Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the officer concerned. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.
- (xiii) Inspection of Books and other Documents: The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the officer concerned or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
- (xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.
- (xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

2.0 Compliance of EPF & MP Act, 1952:

- (a) The Contractor who take up works contract for TNPDC/ TNPGL/ TNGECL/ TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;
- (b) The Contractor should have a separate EPF main code number.
- (c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act.
- (e) The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.
- (g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TNPDC/ TNPGL/ TNGECL/ TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPDC/ TNPGL/ TNGECL/ TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPDC/ TNPGL/ TNGECL/ TANTRANSCO.

- 2.1 In respect of the category of employees for whom the wages are fixed at the rate of Rs.501/- and above (or) say the monthly wages of Rs.15,001/- above. The EPF employer contribution will be restricted upto Rs.15,000/- only.

3.0 Compliance of ESI Act 1948:

- (a) The contractor who take up the works contract for TNPDC/ TNPGL/ TNGECL/ TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
- (b) The contractor should have a separate ESI main code number.
- (c) The category of employees for whom the wages are fixed at the rate of Rs. 701/- and above (or) the monthly wages of Rs.21,001/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

4.0 Statutory Compliance Clearance Certificate:-

- (a) The contractor executing the works contract in TNPDC/ TNPGL/ TNGECL/ TANTRANSCO should obtain the Statutory Compliance Clearance Certification from the Online Compliance Service Providers engaged by TNPDC/ TNPGL/ TNGECL/ TANTRANSCO, the required documents should be submitted by the contractors to the respective Online Compliance Service Providers.
- (b) The charges for Statutory Compliance Clearance Certification will be at the rate of Rs.2.00/- per man day per month with minimum charges of Rs.400/- and maximum charges of Rs.3200/- and Rs.300/- for re- audit due to reasons attributable to the contractor. The charges should be paid by the respective contractors to the service provider through online.

5.0 The Building and Other construction Workers Act:- (other than the circle/station registered under the Factories Act)

- (a) The contractor should obtain the Registration certificate under the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the Competent Authority (the Joint Director/Industrial Safety and Health (BOCW)).
- (b) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996.

6.0 The Contract Labour (Regulation & Abolition) Act 1970 & Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983:

- (a) The Contractor who take up works contract for TNPDC/ TNPGL/ TNGECL/ TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
- (b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamil Nadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TNPDC/ TNPGL/ TNGECL/ TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour license before executing the works.
- (c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPDC/ TNPGL/ TNGECL/ TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamil Nadu rules, 1983 as modified from time to time and shall also indemnify TNPDC/ TNPGL/ TNGECL/ TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour license before executing the works.

- (d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
 - (i) Muster Roll in Form – XVI.
 - (ii) Register of Wages in Form – XVII.
 - (iii) Register of overtime in Form – XVIII.
 - (iv) The contractor shall issue an photo identity card to his employees.

6.0 Wages:-

- (a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamil Nadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
- (b) The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.
- (c) The contractor should pay the wages to their employees only through digitally (i.e.,) paid directly to the bank account of the employee.

7.0 EPF Documents to be Produced for Claiming Bills:-

- (a) The EPF contribution should be remitted separately (by separate challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR challan (Electronic challan Cum Return) and the same should be submitted.
- (b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)
- (c) The combined challan of Account No. 1,2,10,21 & 22 should be submitted.
- (d) All the documents should duly signed with seal by the contractor.

8.0 Insurance Documents for While Claiming Bills:-

- (a) Copy of the group insurance policies with the applicability for giving compensation to the workers” under the Employee’s Compensation Act.
- (b) Copy of the accidental insurance scheme for Rs.2,00,000/- under Pradhan Mantri Suraksha Bima Yojana (PMSBY) scheme obtained through Bank/Post Office for a premium of Rs.20/- per annum for all the Computer Operator/Data Entry Operator.

Tamil Nadu Rationalization of Forms and Reports under Certain Labour Laws Rules, 2020:

The contractor should comply/ maintain the applicable new combined forms introduced vide the following Acts/ Rules.

- (a) The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.
- (b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.
- (c) The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006.

New Forms:

- FORM I Certificate of Registration of Principal Employer/ Employer (under 3 Rules)
- FORM II Application for License/Renewal of License (under CLRA and ISMW Rules)
- FORM III Form of Certificate by Principal Employer (under CLRA and ISMW Rules)
- FORM IV Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)
- FORM V Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)
- FORM VI License and Renewal (under CLRA and ISMW Rules)
- FORM VII Notice of commencement/ completion of work (under CLRA and BOCW Rules)
- FORM VIII Service Certificate (under 3 Rules)
- FORM IX Certificate of Medical Examination (under BOCW Rules)
- FORM X Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)
- FORM XI Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)
- FORM XII Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

9.0 Agreement and Undertaking to be furnished by the contractors in respect of the Statutory Provisions:

- (a) An undertaking as specified in Annexure-VII should also be obtained from the contractors to ensure the remittance of EPF Employee and Employer contribution for the respective works while claiming the bills.
- (b) The TNEB (TNPDC/ TNPGL/ TNGECL/ TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [Annexure-I] with respective Superintending Engineer's of the circle.

10.0 GENERAL:

TNPDC/TNPGL/TNGECL/TANTRANSCO or authority will have the right to relax or waive any of the conditions stipulated in this enquiry wherever deemed necessary.

TENDER - SCHEDULE - A

TECHNICAL SPECIFICATION OF WORK

Specification No. CE_NCTPS _1_ SE_M-I_ 09 _2026_2027

Name of Work: NCTPS – I – SE/MI Circle – R&M (26-27) - Engaging of 4 Nos Outsourcing computer operator / Data Entry operators at the Office of SE/ M-I, EE/BM, EE/MPM and EE/TM office to carry out the day to day data entry works for the period of one year from the date of engagement of Computer Operator / Data Entry Operator.

Sl.No	Description of items	Quantity in nos.
(a)	(b)	(c)
1.	Computer Operator / Data entry operator	4 Nos.

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION:

COMPANY NAME:

Sd/-

Sd/-

SE/M-I/NCTPS-I

CE/NCTPS-I

SCHEDULE-B
PRICE SCHEDULE DOWNLOAD THE BOQ (EXCEL SHEET), QUOTE THE PRICE & UPLOAD
SPECIFICATION NO.CE/NCTPS-I/SE/M-I/F.Specn. No.09/2026-27

Name of Work: NCTPS – I – SE/MI Circle – R&M (26-27) - Engaging of 4 Nos Outsourcing computer operator / Data Entry operators at the Office of SE/ M-I, EE/BM, EE/MPM and EE/TM office to carry out the day to day data entry works for the period of one year from the date of engagement of Computer Operator / Data Entry Operator.

Sl.No	Description of items	Quantity tendered in Nos.	Quantity offered in Nos.	Basic rate per Day for per Computer Operator / Data Entry Operator in Rs.	Monthly wages for per Computer Operator /Data Entry Operator in Rs	Service charges in % of Monthly wages per Computer Operator/ Data Entry Operator (f). (should be less than or equal to 4.9%)		Total (f)+(h) in Rs.	GST 18 % of (i) in Rs.	EPF 13% of Rs.15000 (Maximum wage ceiling)	Total value including GST (i)+(j)+(k) per Computer Operator /Data Entry Operator in Rs.
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h) in Rs.	(i)	(j)	(k)	(l)
1.	COMPUTER OPERATER/ DATA ENTRY OPERATOR	4 Nos	_____	718	21540	_____ %	_____	_____	_____	1950	_____

Note:

1. The price shall be kept firm.
2. The service charges quoted shall be given in words and figures.
3. **The bidders should quote 100% of the tendered Quantity.**
4. The service charges should be quoted as a percentage on the basic wage/cost per day for the Computer Operator/Data Entry operator.
5. Service charges shall be expressed up to 1/10th of decimal places. (i.e,0.10%) in percentage.

DATE:
PLACE

SIGNATURE:
NAME AND FULL ADDRESS:

Sd/-
SE/M-I/NCTPS-I

Sd/-
CE/NCTPS-I

SCHEDULE – 'C'

DEVIATION FROM TECHNICAL SPECIFICATION

All Technical Deviation from the Specification shall be filled in by the Tenderer, Clause by Clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer hereby certify that the above mentioned are the only deviations from the technical Specifications and confirms to the specification in all other aspects.

Company Seal:

Signature :

Designation :

Company :

Date :



SCHEDULE – 'D'

DEVIATION FROM COMMERCIAL TERMS AND CONDITIONS

All Deviations from the Commercial terms shall be filled in by the Tenderer, Clause by Clause, in this Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer hereby certifies that the above mentioned are the only deviations from the Commercial terms of the Specification.

Company Seal:

Signature :

Designation :

Company :

Date :

SCHEDULE – E

BIDDER EXPERIENCE

The Bidder shall furnish here a list of similar supplies / works executed by the firm to whom a reference may be made by the purchaser in case the purchaser considers such a reference is necessary.

Sl. No.	Name and address of the organization	Description of materials	P.O/ Acceptance Order No. and Date	Value of order in Rs.	Date of completion of order

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION :

COMPANY NAME :

SCHEDULE -F
QUESTIONNAIRE FORM

INSTRUCTIONS:

- a) Strike off, whichever is not applicable.
b) Separate sheets should be used, wherever necessary:

Sl. No.	PARTICULARS	Bidder's Response
1.	Name & Address of the Firm / Company (a) Registered Office Address (b) Factory / Works address (c) Phone No. (d) Fax No. (e) E-mail Address (f) GSTIN No. (g) PAN No.	
2.	Name, Designation & Address of the person signing the tender	
3.	EARNEST MONEY DEPOSIT	
	a) Mode of payment (tick whichever is applicable)	Through online payment gateway mode
	b) If exempted, (Inside Tamil Nadu State)	Rs.
	i) State whether the bidder is SSI unit/ PEMD	YES/NO
	ii) Whether Reference of documentary evidence towards exemption uploaded	YES / NO
	iii) State the Validity Period of the Registration	YES / NO
	vi) Whether Chartered accountant certificate for Annual turnover and investment in plant & machinery to ensure the Status of Micro / Small Enterprises for extending exemption is uploaded	YES / NO
4.	BID QUALIFYING REQUIREMENTS	
	i) whether required copies for satisfying BQR are uploaded	YES / NO
	ii) whether copies of evidences for Annual turnover uploaded	YES / NO
5.	VALIDITY	
	Whether your offer is valid for a period of 180 days from the date of opening of Techno Commercial Cum Price Bid	YES / NO
6.	PRICE	
	i) Whether the price quoted is FIRM for a period till completion of contract	YES / NO
	ii) Whether the break ups for the quoted Unit Price have been mentioned in Schedule-B of the Specification	YES / NO
	a) Individual rate for each item	YES / NO
	iii) GST in %	CGST : SGST :
	iv) HSN/Account Code of Service (SAC)	SAC code No.
	v) Labour and Consumable charges	YES / NO
	Note: The above break-up details should be furnished clearly without any ambiguity failing which the offer is liable for rejection	

7.	PAN, EPF, ESI AND GSTIN	
	whether proof of PAN number uploaded	YES / NO
	whether proof of EPF number uploaded	YES / NO
	whether proof of ESI number uploaded	YES / NO
	whether proof of GSTIN number uploaded	YES / NO
8.	COMMERCIAL TERMS (Section-V)	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION IV OF TENDER SPECIFICATION	
	a) Payment terms (section-I, clause 2.0)	YES / NO
	b) Period of Contract (section-V, clause 15)	YES / NO
	c) Liquidated Damages (section-V, Clause 18)	YES / NO
	d) Guarantee (section-V, Clause 19)	YES / NO
	e) Security Deposit cum performance guarantee (section-V, clause 20)	YES / NO
	f) Jurisdiction for legal proceedings (clause 23.0) (whether Necessary Undertaking uploaded)	YES / NO
	Deviation or Nil deviation should be mentioned in Schedule "D"	YES / NO
9.	TENDER ACCEPTANCE LETTER	
	Whether Tender acceptance letter as per Schedule G - signed with company Seal on letter head and uploaded in the technical Bid	YES/NO
10.	UNDERTAKING FOR PAYMENT OF DUES TO TNPGL	
	Whether Undertaking for payment of dues to TNPGL <u>in Non-Judicial Rs. 80/- Stamp Paper</u> as per Annexure III uploaded	YES/NO
11.	Declaration FORM as per Schedule -H	YES/NO
12.	Whether Vendor Details Up dation form as per Schedule "J" uploaded	YES/NO

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY

(Affix seal of the company)

UNDERTAKING

I, _____, Sole proprietor of M/s. _____, hereby state that the details given in the above questionnaire form are correct to the best of my knowledge and I agree to abide by all your tender terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY (Affix seal of the company)

SCHEDULE-G

TENDER ACCEPTANCE LETTER

To be signed with company seal on letter head and uploaded in the technical Bid

To be given on Company Letter Head)

To,

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender/Work:

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
2. -----

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

SCHEDULE-H

Specn No: CE/NCTPS-I/SE/M-I/ /2026-27

DECLARATION FORM

To
The Chief Engineer,
North Chennai Thermal Power Station,
Chennai-600120.
Ph: 044-27950051
Fax No.:044-27950074.

Dear Sirs,

Having examined the above Specification together with the accompanying schedules and annexures etc., we hereby offer to manufacture and supply the equipments / materials and execute the work covered in this Specification at the rates entered in the attached schedule of prices.

We hereby guarantee the particulars entered in the schedules attached to the Specification.

In accordance with security deposit cum Performance Bank Guarantee clause 11.0, Section – IV, of the Specification we agree to furnish security cum Performance Bank Guarantee to the extent of 5% of the total value of the contract.

Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section – 23 or Section – 15 of the Sick Industrial Companies (Special Provisions) Act 1985.

Yours faithfully,

PLACE:

SIGNATURE

DATE:

DESIGNATION:

COMPANY SEAL:

COMPANY

SCHEDULE-I

DECLARATION PURSUANT TO SECTION 206AB

(To be obtained from applicable Suppliers)

This is to declare that..... (Name of the Supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2022-23, 2023-24 & 2024-25 (FY 2022-23, 2023-24 & 2024-25) and we shall file the ROI for Assessment Year 2022-23 (Financial Year 2024-25) which the due date as per the provisions of the said Act.

Permanent Account No. (PAN) of Company/Firm/individual isThe details of Return of Income filed are as below:

Sl.NO	Assessment year	Acknowledgement No	Date of Filing
1	2022-23		
2	2023-24		
3	2024-25		

Place:

Date:

(Authorized Signatory)

Signature & Seal

SCHEDULE-J

Vendor Details Updation

1. NAME OF THE VENDOR :
2. ADDRESS (1st LINE) :
3. ADDRESS (2nd LINE) :
4. ADDRESS (3rd LINE) :
5. PINCODE :
6. CITY :
7. STATE :
8. VENDOR MOBILE NUMBER :
9. VENDOR MAIL ID :
10. VENDOR GSTN :
11. VENDOR PAN :
12. VENDOR BANK NAME :
13. VENDOR IFSC :
14. VENDOR ACCOUNT NUMBER :

Place:

Date:

(Authorized Signatory)
Signature & Seal

ANNEXURE – I

FORMAT FOR UNDERTAKING IN LIEU OF PAYMENT OF EMD

in Rs.500.00 Stamp paper

THIS UNDERTAKING executed at.....on this day of by M/s.a company registered under companies Act, 1956, having its registered office atherein-under called the " Tenderer " to and in favour of **TAMILNADU POWER GENERATION CORPORATION LIMITED**, a subsidiary of TNEB Limited, formed on 1st November 2010 under section 131 of the Electricity Act of 2003 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002 and represented byhereinafter called the "TNPGL".

WHEREAS the contract is for the supply / erection / construction etc., in terms of the Tender Specification No...../ dt.AND WHEREAS in accordance with Clauseof the above said tender specification, the tenderer has to furnish E.M.D. of Rs.....(Rupees only) and WHERE AS the tenderer has requested the TNPGL to accept an undertaking in lieu of payment in cash of the E.M.D. and WHERE AS the TNPGL has accepted the request of the tenderer subject to executing an undertaking to pay to the TNPGL not exceeding Rs..... (Rupees only) representing the E.M.D. together with costs in case of non fulfillment of the conditions stipulated in the Tender specification or the conditions stipulated in the contract by the Tenderer.

IN CONSIDERATION of the TNPGL having agreed to accept an undertaking from the tenderer in lieu of payment of E.M.D. in cash, the tenderer undertakes to pay the sum of Rs.....(Rupees..... only) immediately when a demand is raised by the TNPGL against the tenderer without any demur in the event of the following:

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
- ii) If he revises any of the terms quoted during the validity period, without specific request by the TNPGL.
- iii) If he violates any of the conditions of the Tender Specification No..... dated.....

iv)If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING is such that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above written undertaking shall be void, otherwise the same shall remain in full force. The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, "Tenderer' and " the TNPGL " before used hereafter shall include their respective successors and assign in office.

IN WITNESS WHEREOF THIRU.....for and on behalf of the tenderer has signed this undertaking on the day, the month and year first above written.

In the presence of Witnesses:

(With Name, Signature and complete address)

SIGNATURE:

1.

NAME IN BLOCK LETTERS:

2.

SEAL OF THE COMPANY:

ANNEXURE - II

FORMAT FOR UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

in Rs.500.00 Stamp paper

**THIS DEED OF UNDERTAKING EXECUTED AT ----- ON THIS THE
..... BY Messers.....**

hereinafter called the "TENDERER" (which expression where the context so admits mean and include their agents, Representatives, Successors – in – Office and Assigns).

TO AND in favour of **TAMILNADU POWER GENERATION CORPORATION LIMITED**, a subsidiary of TNEB Limited, formed on 1st November 2010 under section 131 of the Electricity Act of 2003 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002, herein after called the "**TNPGCL**" (which expression shall where the context so admits mean and include the successors – in – office and assigns).

WHEREAS the TNPGCL has called for acceptance of jurisdiction of legal proceedings.

NOW THIS UNDERTAKING WITNESSETH that No suits or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court save in the Civil court of Chennai or the **court of small causes in Chennai**. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case, any part of the cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts of Chennai City, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of cause of action might arise within the jurisdiction of such courts.

IN WITNESS WHERE OF Thiru..... acting for and on behalf of the Tenderer has signed this deed on the day, month and year herein before first mentioned.

In the presence of Witnesses :

(with complete address)

SIGNATURE :

1.

NAME IN BLOCK LETTERS :

SEAL OF THE COMPANY :

2

ANNEXURE - III

(In Non-Judicial Rs 500 Stamp Paper)

UNDERTAKING FOR PAYMENT OF DUES TO TNPGL

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE

.....Day of.....By Messrs.....

Hereinafter called the "TENDERER" (Which expression where the context so admits mean and include their agents, Representatives, Successors – in – office and Assigns).

TO AND IN FAVOUR OF

"The **TNPGL** a company registered under the provisions of the Companies Act, 1956", having its office at 144, Anna Salai, Chennai – 600 002, herein after called the "**CORPORATION**" (Which expression shall where the context so admits mean and include the successors – in – office and assigns).

WHEAREAS the TNPGL has called for an undertaking from the Tenderer empowering the TNPGL to recover the dues if any.

NOW THIS UNDERTAKING WITNESSETH the TNPGL is empowered to recover any dues against this contract in any bills / security deposit / E.M.D due to the Tenderer either in this contract or any other contracts with the TNPGL. Further, the Tenderer hereby authorizes the TNPGL to recover, any dues against any other contract of the Tenderer with the TNPGL with the available amount due to the Tenderer against this contract.

IN WITNESS WHERE OF Thiru.....acting for and on behalf of the Tenderer has signed this deed on the day, month and year herein before first mentioned.

COMPANY SEAL

SIGNATURE OF THE TENDERER.

NAME:

DESIGNATION:

DATE:

ANNEXURE - IV

INDEMNITY BOND AND CERTIFICATE FOR EPF/ESI

The contractor should indicate and produce the following certificate with list (Annexure) of employees employed by them for the works of the month and their contribution towards EPF/ESI.

EPF Code No. of the firm;

ESI Code No. of the firm:

ANNEXURE

Sl. No.	Name with fathers name of the labour engaged	Wages paid in Rs.	EPF Amount Paid			ESI amount paid		
			Employer contribution	Employee contribution	Date of payment	Employer contribution	Employee contribution	Date of payment

Summary:

- 1.Date of payment made to the employee.
- 2.Date of payment for EPF/ESI subscription along with the copy of challan.

Certified that I have remitted the monthly subscription of EPF/ESI (both employers and employee) to all the workers employed by me in TNPGL/NCTPS for works, for the month of

Certified that all necessary returns to the EPF/ESI organization have been submitted within the stipulated time as required under the said EPF/ESI & MP Act 1952.

Certified that the employer contribution of the mentioned workers has not be claimed at any organization (or) TNPGL.

INDEMNITY BOND:-

Agree to comply the provisions of the EPF/ESI& MP Act 1952 or any modification there of any other law relating there to and rules made there under from time to time.

A N N E X U R E - V

FORMAT OF DECLARATION TO BE SUBMITTED BY THE L1 BIDDER DURING NEGOTIATION

UNDERTAKING TOWARDS GST (in non-judicial Rs.500/- stamp paper)

THIS UNDERTAKING executed at.....on this day of by M/s.a company registered under companies Act, 1956, having its registered office atherein-under called the " Tenderer " to and in favour of **TAMILNADU POWER GENERATION CORPORATION LIMITED, GSTIN 33AADCT4784EIZC**, a subsidiary of TNEB Limited, formed on 1st November 2010 under section 131 of the Electricity Act of 2003 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002 and represented byhereinafter called the "TNPGL".

WHERE AS the contract is for the supply in terms of the **TENDER SPECIFICATION NO. /2025-26**

I) We hereby declare and confirm that we are **registered vendor under** GST Act having GSTIN in State of . Our applicable GST% for the above reference job is under code . or

We hereby declare and confirm that we are **unregistered vendor** under GST Act being turnover is less than Rs. Lakhs (being threshold limit) per annum (for unregistered vendor the vendor has to submit an affidavit in the enclosed format). or

We hereby declare and confirm that we are **registered vendor under composite scheme** having GSTIN.

II) We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TNPGL by way of commensurate reduction in prices and as such we hereby declare that we are **extending _____%** as rebate in my awarded price against input tax credit benefit. Or

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TNPGL by way of commensurate reduction in prices and as such We hereby declare that we **do not have any input tax credit benefit** on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TNPGL failing which TNPGL may take appropriate action.

Signature of bidder with Company Seal.

Note: Bidder may strike out the paragraph which is not applicable

A N N E X U R E - V I

FORMAT FOR UNDERTAKING TOWARDS EPF & ESI

(in non-judicial Rs.500/- stamp paper)

(The undertaking should be submitted by the contractors in 80 rupees stamp paper for the respective works while claiming the part/ final bills)

Name of the work:

Name of the contractor:

EPF Main code number:

ESI Main code number:

Nature of the work:

Contract / K2 agreement No:

- 1) I/We hereby state that (Name of the contractor) has been duly registered under EPF Act and ESI Act vide main code number _____ and _____ respectively.
- 2) I/we hereby state that the EPF & ESI employee and employer contribution has been remitted for all the workers engaged for execution of the subject contract entered with TNPGL.
- 3) I/ we here by state that there are no EPF & ESI dues to be remitted in respect of the period of execution of the respective contracts and in case, if there is any shortfall of discharging the EPF & ESI obligations on our part (contractor) at later date, TNPGL/ TANTRANSCO shall not be responsible for the consequent legal/ Financial obligations.
- 4) In the event of EPF & ESI obligations are found on our part (contractor) in respect of subject contract, the same will be duly discharged by me/us to the respective authorities.

Authorized signatory

(Contractor)

With seal

Date:

Place:

ANNEXURE-VII

**BREAKUP DETAILS OF THE STATUTORY COMPONENTS FOR THE PROPOSED NUMBER OF THE
WORKMEN TO BE ENGAGED FOR THE WORKS CONTRACT/SERVICE CONTRACT**

1)	Name of the work	
2)	Specification No.	
3)	Minimum number of workmen proposed to be engaged to execute the works	
4)	Minimum Wages (as per the PWD Schedule Rates of Wages/ Minimum Wages Act)	
5)	Wages for weekly off relievers	
6)	EPF 13% Employer Contribution	
7)	ESI 3.25% Employer Contribution	
8)	Eligible Bonus	
9)	Gratuity	Applicable/ Not Applicable
	If applicable (amount in rupees)	
10)	GST	
11)	Expenses towards other Statutory Compliances, Safety appliances and other Amenities (should be less than 2%)	
12)	Total Amount (per month)	
13)	Total Amount (per year/period of contract)	
14)	Over heads including profit portion	

Authorized Signatory
(Contractor)
With seal

A N N E X U R E- VIII

Undertaking from the sole proprietor of the firm

(To be uploaded by the bidder been sole proprietor firm owned by any person belonging to a SC/ST)

Name of the sole Proprietor:

PAN NO:

Tender specification No.

I (Name of the sole proprietor) hereby state that the social category of enterprise (i.e. M/s.) Specified in Udyam registration certificate vide Udyam registration No. dated. uploaded with the bid remains unchanged till date.

Signatory of the proprietor
(With name & seal)

Date:

Place:

ANNEXURE- IX

Certificate to be furnished by Chartered Accountant

(In case of bidder been partnership firm owned by not less than three-fourths of the partners belonging to a SC/ST)

Tender Specification No.

This is to certify that M/s. _____ (firm's name) been partnership firm is owned by not less than three-fourths of the partners belonging to a SC/ST as on this date.

The social category of the partnership firm (i.e. M/s. _____) specified in Udyam registration certificate consequent of been registered in Udyam portal vide Udyam registration No. _____ remains unchanged till date.

Signatory of the Chartered Accountant
(With name, membership No. & seal)

Date:

Place:

ANNEXURE- X

Certificate to be furnished by Practicing Company Secretary

(In case of bidder been company with more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes)

Tender specification No.

This is to certify that in M/s. _____ (Company's name), persons belonging to the Scheduled Castes or Scheduled Tribes are having more than fifty per cent of the ordinary shareholdings and the control of the company, as defined in section 2 (27) of the Companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes. This is duly confirmed for the purpose of submission of bid against the provisions of tender specification No.

Signatory of the Company Secretary
(With name, membership No. & seal)

Date:

Place:

ANNEXURE-XI
BANK GUARANTEE FOR EMD
(B.G for EMD shall be executed on Non judicial stamp paper of Rs. 500/-)

Beneficiary:-----`.....`-----

Date:-----

Bid Guarantee No:_____

We have been informed that (insert name of bidder) (herein after called „the bidder“ has submitted to you its bid dated (insert date) (herein after called „the bid“) for the Tamil Nadu under Open e-tender/Two part system.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the bidder, we (name of the Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures)_____(amount in words) _____ upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions ,because the Bidder:

a) has withdrawn its bid during the period of bid validity specified by the Bidder in the Form of Bid; (or)

b) having been notified of the acceptance of its Bid by the Employer during the period of validity (i) fails or refuses to execute the Contract Form, if required, or ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

This guarantee will expire:(a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to upon the instruction of the Bidder and (b) if the bidder is not successful Bidder, upon the earlier of (i) our receipt of copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty eight days after the expiration of the Bidder’s Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC publication No 758.

Signature

With seal of the Bank

(Name in block letter)

In the presence of witness:

1 (Name in capital and address)

2 (Name in capital and add)

ANNEXURE-XII

AGREEMENT

Nature of the work :

Registration Order No : (TNEB Reference Registration)

Period of Validation : From _____ to _____.

(i) I/ we have registered a Firm/Establishment/Company/Contractor in the name of _____
_____ (with address).

Name of the Proprietor/
Partner/Director:

Father's Name :

Date of Birth/ Age :

Contact Number :

E-Mail ID :

PAN Number :

GST Number :

- (ii) I/ we have obtained the EPF code number from the Employees Provident Fund Organization. The EPF number of our company is ____.
- (iii) As a contractor of TNPDC/L/TNPGCL/TNGECL/TANTRANSCO,
 - (a) I/we would comply with all the relevant provisions stipulated in the EPF & MP Act.
 - (b) I/we are responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
 - (c) I/we shall submit the necessary returns to Employees Provident Fund Organization within the stipulated time as prescribed under the said EPF Act.

- (d) I/we shall produce the proof of payment of contribution – both Employer’s and Employee’s contributions made to Employees Provident Fund Organization in order to claim the bills for the respective works.
- (e) I/we shall be fully liable to meet and fulfil all the relevant provisions of the EPF Act in respect of the execution of the Tendered work.
- (iv) In case as the contractor if I/we fail to fulfil any of the statutory provisions of the EPF Act and consequently it happens that TNPDC/ TNPGL/ TNGECL/ TANTRANSCO has to meet such requirements of the said Act or Statutory Provisions in the capacity of Principal Employer, TNPDC/TNPGL/TNGECL/TANTRANSCO shall make good such requirements out of the money due and payable to the me/us.
- (v) I/we shall submit the copy of the group insurance policies with the applicability for giving compensation to the workers” under the Employee’s Compensation Act.
- (vi) I/we shall submit the copy of the accidental insurance scheme for Rs.2,00,000/- under Pradhan Mantri Suraksha Bima Yojana (PMSBY) scheme obtained through Bank/Post Office for a premium of Rs.20/- per annum for all the Computer Operator/Data Entry Operators.
- (vii) I/we agree to obtain the Labour License under the Contract Labour (Regulation & Abolition) Act 1970 and will intimate the TNPDC/TNPGL/TNGECL/TANTRANSCO. If migrant workers are to be engaged to carry out the works in such cases necessary Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 will also be obtained and produced. I/we also agree to obtain the registration certificate under the Building and Other Construction Workers (Regulation & Condition of services) Act 1996.
- (viii) I/we hereby declare that, I/we are well aware of all the Statutory Provisions to be complied while engaging workers for the works. And I/we agree to follow all the Statutory Provisions and rules modified there under and maintain the register as per the provisions of the above Act and submit the returns to the authority concerned.
- (ix) (The Agreement should be executed with the contractors in 500 rupees stamp paper and additional green sheets).

Signature of the
Superintending Engineer.

Authorized Signatory
(Contractor)

ANNEXURE-XIII

UNDERTAKING

(The undertaking should be submitted by the contractors for the respective works along with the agreement).

Nature of the work :

Agreement No :

1) I/we hereby declare that, I/we are well aware of all the Statutory Provisions to be complied while engaging workers for the above said rate contract works. And I/we agree to follow and obey all the Statutory Provisions and rule and regulations of TNPDC modified then and there and maintain the good official decorum in the Office Premises.

2) I/we hereby that I/we will maintain the office secrecy and confidentiality on handling the official records and work.

Authorized Signatory
(Contractor) With Seal

Date :

Place :

ANNEXURE-XIV

UNDERTAKING

Nature of the work:

Order No :

I/we hereby state that, the EPF employee and employer contribution has been remitted for all the workers engaged for execution of the respective contracts.

2) I/we hereby state that, there are no EPF dues to be remitted in respect of the period of execution of the respective contracts, and in case, if there is any shortfall of discharging the EPF obligations on our part (contractor) at later date, TNPDC/L/TNPGCL/TNGECL/TANTRANSCO shall not be responsible for the consequent Legal/Financial obligations.

Authorized Signatory
(Contractor) With Seal

Date :

Place :