TAMIL NADU POWER GENERATION CORPORATION LIMITED

NORTH CHENNAI THERMAL POWER STATION – I

SPECIFICATION FOR THE

Engaging of 13 Nos. of Outsourcing computer operator/Data Entry operators for P&A Circle and O/o. CE/NCTPS - I to carry out the day to day data entry works for the period of one year from the date of engagement -

(Through NIC Platform)

SPECIFICATION NO. CE-04/2026-27

OFFICE OF THE CHIEF ENGINEER

NORTH CHENNAI THERMAL POWER STATION-I

CHENNAI-120

INSTRUCTIONTOBIDDERSFORSUBMISSIONOFONLINEBIDSINE-TENDER

The bidding under this contract is electronic bid submission through website https://tntenders.gov.in/nicgep/app 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 through 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 bidder. 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 :**

For queries related to registration and online bidding (NIC):
e-mail : support.etender@nic.in
Contact No. : 044 – 24466495
24902580 Extn:332
24917850

For queries related to tender enquiry / specification:
1) SE/P&A/NCTPS-I
Contact No.044 2795 0061 to 70
2) EE S&I/NCTPS-I
Contact No.044 2795 0061 to 70
Email :sepanctps@tnebnet.org

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 (NIC).

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 "online" to pay the EMD amount.

4) The scanned copy of payment made through RTGS/NEFT or by way of account transfer towards EMD amount has to be uploaded. TNPGCL, 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.

The L1 tenderer have to submit one hard copy of the electronically submitted bid documents along with original Bond wherever applicable excepting the price schedule.

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 TNPGCL 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 TNPGCL 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.

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TAMIL NADU POWER GENERATION CORPORATION LIMITED

NORTH CHENNAI THERMAL POWER STATION –I

CE -04/2026-27/NCTPS-I

TENDER SPECIFICATION ABSTRACT

(OPEN TENDER - TWO PART SYSTEM)

For and on behalf of TNPGCL Limited, tenders are invited **through Online** under Open Tender – Two Part system for the supply of the following materials:

1	Tender Specification No.	**CE-04/2026-27/NCTPS-I**
2	Name of the Material	Engaging of 13 Nos. of Outsourcing computer operator/Data Entry operators for P&A Circle and O/o. CE/NCTPS - I to carry out the day to day data entry works for the period of one year from the date of engagement.
3	Quantity	13 Nos
4	Method of Tender	Open Tender (Two-Part) system through E-Tender Online Techno Commercial Bid (PART-I) and Price Bid (PART-II), through M/s. NIC Web portal https://tntenders.gov.in/nicgep/app
5	a) Earnest Money Deposit	**Rs.44,600/-(Rupees Forty Four Thousand Six Hundred Only) to be paid through Online mode or e- Bank Guarantee.** **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**.
	b) Permanent EMD for Tenders of value	Permanent EMD **of Rs. 20 lakhs/- or above**
6	URL for online bid submission for e-tender	**https://tntenders.gov.in/nicgep/app**
7	Last date for submission of EMD	**07.09.2026 up to 14.00 Hrs.**
8	Date & Time of closing of online e-tender for submission of techno commercial bid & price bid	**07.09.2026 up to 14.00 Hrs.**
9	Date & Time of opening of tender electronically	**08.09.2026 @ 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. TANGEDCO : www.tangedco.gov.in NIC : https://tntenders.gov.in/nicgep/app
11	Documents to be uploaded by the Tenderers during e-submission	e-Receipt/ Evidence for PEMD / Evidence for EMD exemption, Schedules A to I and Annexure I to XV 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 18 of Section -IV
15	Address for any clarification	The Superintending Engineer, Purchase & Administration, 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 :sepanctps@tnebnet.org Contact No : 044 – 27950056
	COMMERCIAL TERMS & CONDITIONS	
16	GSTIN	GSTIN Number shall be furnished in the offer
17	Validity	90 Days from the date of tender opening As per Clause 3.0 of Section V.
18	Payment Terms	100% of all inclusive price (including GST) will be paid on monthly basis on completion f work in good condition at NCTPS-I (As per Clause 12.0 of Section V)
19	Security Deposit	As per Clause 15.0 of Section V
20	Period of Completion	From the date of commencement of work up to 31.12.2026. (As per Clause 23.0 of Section V)
20	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
27	Detailed TNPGCL's Terms and Conditions furnished in Section I to V, except the clauses which are mentioned "Not applicable" in Tender Specification Abstract, may be followed.	
28	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.	
29	The TamilNadu 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.	
30	Any technical clarification/Negotiation raised any TNPGCL should be replied within 48 Hrs from the receipt of letter.	

NOTE TO BIDDERS: "Recently, NCTPS-I/ TNPGCL have migrated to the new 'NIC' Portal (https://tntenders.gov.in/nicgep/app), where **EMD Payment is only applicable ON Line Mode** (i.e.,) the Common pool account by integrating the payment Gateway services of State Bank of India".

Sd.dt.xxx
CHIEF ENGINEER/NCTPS –I

Encl: 1) Section – I to V, 2) Schedules A & I 3) Annexure – I to XV

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SECTION -I

EARNEST MONEY DEPOSIT

1) Intending Tenderer should pay an EMD amount as specified in the Tender Specification Abstract.

2) The Earnest Money Deposit of **Rs.44,600/-(Rupees Forty Four Thousand Six Hundred Only)** should 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. Scanned copy of the E-receipt generated shall be uploaded.
The EMD amount has to be paid before the due date of submission of tender (i.eon or before 07.09.2026/14.00 Hrs.).

3.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 onthe 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 TNPGCL 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 thanRs.500/-.

4) **e-Bank Guarantee (e-BG) :**

4.1. The EMD in the form of electronic Bank Guarantee (e-BG) with one year validity is also acceptable.

4.2. EMD in the form of Physical bank guarantee is NOT acceptable. The electronic Bank Guarantee (e-BG) towards EMD shall be in the form of an irrecoverable e-Bank Guarantee on non-judicial stamp paper of value not less than **Rs.500/-** as per the proforma enclosed as Annexure-IX of this specification obtained from any one of bank enabled in the NIC Portal

4.3. The scanned copy of the e-B.G shall be uploaded with the Bid.

4.4. The e-Bank Guarantee shall be valid for one year failing which the offer will be summarily rejected.

4.5. The e-receipt of payment of EMD through online payment in the Government portal 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.

5) 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"

<u>Note</u>: 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 TNPGCL 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 Charted Accountant, 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 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**) 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 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) 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 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) <u>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.</u>

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 for investment held in plant and machinery or Equipment and Annual turnover value.

iii) The proof of Permanent EMD Holder.

9) <u>The Earnest Money Deposit made by Tenderer will be forfeited on the following conditions</u> :

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 TNPGCL 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 TNPGCL.

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.

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SECTION- II

BID QUALIFYING REQUIREMENTS

SPECIFICATION.NO. CE-04/2026-27/NCTPS-I

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

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 MiscellaneousProvisionsAct-1952(EPF). The tenderer (contractor) should submit the proof of the registration obtained under the above acts.

2. The tenderer (contractor) should posses 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/TNPDCL/ TNPGCL/ TNGECL/ 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/ TNPDCL /TNPGCL/ TNGECL/ 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.11,16,900/- 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 incase 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 Gazette 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.

Sd.dt.xxxx

CHIEF ENGINEER/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 the payment Gateway services of State Bank of India**

3) Not accompanied by the requisite EMD or proof of EMD exemption.

4) The SSI UNITS located outside the state of Tamil Nadu.(EMD exemption not eligible)

5) Not accompanied by undertaking in lieu of EMD, where EMD is exempted.

6) Does not meet Bid Qualification Requirement.

7) Received from any blacklisted firm or contractor by TNPGCL/PSU's/Govt Organizations.

8) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.

9) Offer is made for the part of the materials and not the whole of the material covered under the specification for the tendered item as a whole event.

10) The documents furnished with the offer being found to be bogus or the documents contain False particulars.

11) Not accompanied with tender sample if requested and not in conformity with TNPGCL's technical specification.

12) Received from a tenderer who is directly or indirectly connected with Government service or TNPGCL Service or service of Local Authority.

13) Price is indicated in Techno-commercial bid

14) Incomplete and evasive offer.

15) Not in the prescribed Form & Procedure

16) Whose permanent EMD is not adequate for this tender.

17) Offer received from joint venture/consortium

18) If the offer received from any banned/ black listed firm or contractor.

19) The contractors shall fill up the Schedule 'A' enclosed to this specification and furnish them along with the tenders failing which the tender will be summarily rejected.

20) The provision of Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 shall be applicable to this tender

B) Tender is LIABLE for rejection if,

1) received without GSTIN NUMBER

2) Not in conformity with TNPGCL'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 B.

6) Not accompanied with descriptive literature and Pamphlet of the material along with the offer.

7) Received without **EPF & ESI CODE NUMBER** for having registered in the respective Statutory bodies with evidence for the same

8) Not in the prescribed form

9) Not properly signed by the contractor

10) Received from a contractor who is directly or indirectly connected with Government Service or TNPGCL Service or service of Local Authority.

11) From a tenderer whose past performance or vendor rating is not satisfactory.

12) If contractor make attempts to establish unsolicited and unauthorised contact with the Tender Accepting authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and any attempt by any tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

13) With validity period less than those stipulated in the enquiry.

14) Received by Telex/Telegram/E-mail/Fax. 4

15) Not containing all required particulars as per Schedule A.

16) Not enclosed the Xerox copy of the Tender documents duly signed and stamped on each and every page.

17) Tenders without break up details.

18) The offer of the contractors who have not furnished the GSTIN.

****

SECTION- IV

GENERAL TERMS AND CONDITIONS

1. 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.

2.0 SUBMISSION OF OFFER:

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

2.2. The Tender Offer consisting of Schedules-A to I should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.

2.3. In the event of tender 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 to do so, Certified copies of which shall be enclosed.

2.4. 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.

2.5 The tenderers should furnish the GSTIN number in the offer.

3.0 SUBMISSION OF TENDER SAMPLE :-Not Applicable

4. 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".

5.0 MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

5.1 At any time after the commencement of e-Tender and before the closing of the event, TNPGCL 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 .

5.2 In case any tenderer asks for a clarification on the tender documents before 48 hours of closing date and time of submission of tender, SE/P&A/NCTPS-I/ Chennai-120 will clarify the same.

5.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by SE/P&A/NCTPS-I/Chennai-120, on the clarifications will be final and binding on the Tender.

5.4 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.

5.5 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting 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.

6.0 QUOTATION OF RATES:

6.1 Rates should be quoted figures i.e., integers only.

6.2 Offers giving lump sum price, without giving their breakup as per details indicated in the attached Price Schedule-B, shall be liable for rejection.

7. INCOMPLETE TENDERS:

Tender, which is incomplete, obscure or irregular will be rejected.

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 TNPGCL may be taken without any reference to the Tenderer**.

9. The tender offer shall contain full information asked for, in the accompanying schedules and elsewhere in the specification.

10. Tenderers shall bear all costs associated with the participation in the e-Tender and TNPGCL will in no case be responsible or liable for these costs.

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

The tenderers are requested to furnish the exact location of their office factories/ works with detailed postal address and pincode, telephone /fax no, web address etc., so as to enable TNPGCLinspect , if considered necessary.

12.0 TENDER OPENING:

(TWO PART SYSTEM)

12.1. OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):

The Tender offer except price Bid will be opened electronically at 14.30Hrs. on the date notified, at the Office of the Superintending Engineer/ Purchase and Administration, North Chennai Thermal Power station – I, Chennai-600 120, through **https://tntenders.gov.in/nicgep/app.** Tenderers need not to visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

12.2 OPENING OF THE PRICE BIDS: (PART - II)

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

13. INFORMATION REQUIRED AND CLARIFICATIONS:

13.1 In the process of examination, evaluation and comparison of tender offers, the TNPGCL may at its discretion, ask the Tenderer for a clarification of the offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

13.2 The TNPGCL 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.

13.3 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.

13.4 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.

13.5 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 TNPGCL for rejection of his offer. The TNPGCL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGCL.

14.0 Any and all the exception which the bidder may take to any of the clauses with Technical specification and general conditions of supply shall be clearly outlined in the schedule F - Questionnaire form, failing which the offer will be deemed to confirm fully with the Technical specification and general terms and conditions.

15.0 SOUNDNESS OF THE COMPANY: The tenderer who is an industrial company would state clearly as per Schedule H whether the company is a potentially sick industrial company or a sick industrial company in terms of Section-23 or Section-15 of the sick industrial companies (Special Provision Act. 1985) Failure to furnish this information will make the tender liable for rejection.

16.0 BIDDER'S EXPERIENCE : The intending tenderers shall furnish the details of various supply orders/works contracts executed by them as on the date of tenders in the **Schedule E** enclosed to the tender specification. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenderer in future and will entail forfeiture of EMD. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

17.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:-

17.1 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.

17.2 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.

17.3 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, TNPDCL/TNPGCL/TNGECL/TANTRANSCO is allowed to initiate for price bid resubmission for tie break.

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

17.4 (i) If more than one tenderer have quoted the lowest rate, same percentage for service charges and the amount in rupees TNPDCL 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.

17.4 (ii) If more than one tenderer have quoted the lowest rate, same percentage for service charges and the amount in rupees TNPDCL reserves the right to award the tender as per Tender Act.

17.5 The service charges should be quoted in percentage of Monthly wages and in Rupees per Computer Operator/Data entry operator.

17.6 The service charges in percentage shall be expressed as $1/100^{th}$ of decimal places.(i.e,0.01%) in percentage.

17.7 The Tenderers are requested to quote service charges in Financial Bid.

17.8 The service charges comprise all the expenses towards bidder's margin and their establishment expenses.

17.9 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.

17.10 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).

17.11 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.

17.12 Negotiation on the L1 bidder will be done by the TNPDCL/TNPGCL/TNGECL/ TANTRANSCO.

17.13 Withdrawal of Price preference: No price preference shall be extended to domestic SSI units and Public Sector Undertakings of the Government, in evaluating the offers, in view of the provision for extending price preference is withdrawn in Tamil Nadu Transparency in Tenders Act.

18. 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 30 C 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.

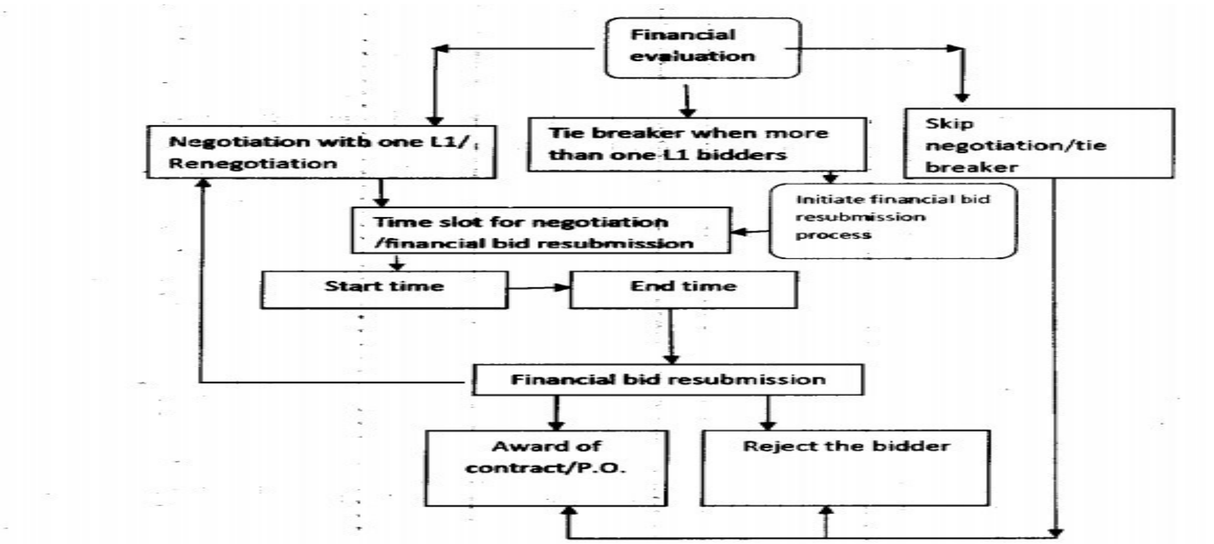
In case of such domestic enterprise is partnership firm been registered in Udyam portal, social category of enterprise can be ascertained from the community certificate of not less than three-fourths of the partners belongs to the scheduled castes or scheduled Tribes along with copy of registered partnership 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.

18.1TIE BREAKER :

When more than one bidder have quoted same value during bid submission and accepted in Finance Evaluation, TNPGCL is allowed to select any one combination of bidder value (i.e. the L1 bidder) to initiate for Finance bid resubmission for Tie Break.

18.2TNPGCL reserves the right to carry out negotiation with the L1 TENDERER after opening of price bid. 8.0 Online Negotiation:The negotiation with L1 tenderer will be done by TNPGCL through Online. The online negotiation process in the "portal is similar to the process for negotiation under tie breaker process. However, financial



rebid submission can be invited from only one bidder.(Chart to be enclosed).

19.0 VENDOR RATING:

TNPGCL will verify the vendor rating of the bidders from selected Thermal power stations. In case, the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.

20.0 The TNPGCL reserves the right, Not withstanding anything contained within specification for the following :-

a) Not to accept the lowest or any tender.

b) To reject any or all the tenders without assigning any reason.

c) To split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the public interest.

d) To vary the quantity finally ordered to the extent of 25% either way indicated in the Tender document.

e) To revise the quantities and delivery schedule ofany or all the items covered by this specification, while placing orders.

f) To relax or waive any of the conditions stipulatedin the tender specification as deemed necessary in the best interest of the TNPGCL for good and sufficient reasons.

g) To order additional quantities, if necessary during the penance of contract.

h)Cancel the order for not keeping up the delivery schedule without any further notice to the supplier

i)The TNPGCL reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any bidder, if in the opinion of the TNPGCL, the qualification data is incomplete or in the opinion of the TNPGCL the bidder is found not qualified to satisfactorily perform the contract.

j) To recover losses, if any, sustained by the TNPGCL, from the supplier who pleads their inability to supply and backs out of his obligation after award of contract. The Security Deposit/SD cum PG paid in that case shall be forfeited.

k) At any time after the commencement of e-Tender and before the closing of the event, TNPGCL 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

Any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGCL. TNPGCL will issue Purchase Order/AOC to the bidder through portal.

21.0 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of Bids, the PURCHASER may, at his discretion, ask the BIDDER for a clarification of their Bid. All responses to requests for clarification shall be in writing/ email. In such an event, the BIDDER shall furnish all technical information/clarifications to the PURCHASER on or before 48 hrs to the due date prescribed by the purchaser.

SECTION – V

COMMERCIAL TERMS AND CONDITIONS

1.0 SCOPE

NCTPS –I - P&A Circle – Engaging of 13 Nos. of Outsourcing computer operator/Data Entry operators for P&A Circle and O/o CE/NCTPS-I to carry out the day to day data entry works for the period of one year from the date of engagement**.**

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 VALIDITY OF THE TENDER:

3.01 Tenders shall be kept valid for acceptance for a minimum period of 90 **days** from the date of opening. However the tenderer shall keep their offer open till such time his tender is either accepted or rejected by TNPGCL/ competent Authority. Any extension thereof should also be given if requested by TNPGCL without revision of prices and terms in the bid.

3.02 Tenders with less validity period will be liable for rejection.

Note:- All information in the Bid shall be in ENGLISH only. Errors and other changes shall be attested by the persons signing the Bid.

4.0 RATE AND VALIDITY OF TENDER:

4.1) 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.

4.2) 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.

5.0. **PRICE**:

5.1. The Tenderer's are requested to quote FIRM price in Indian Rupees only.

5.2. The Tenderer's shall quote the Ex-works price for works of GST separately for Delivery to North Chennai Thermal Power Station Store / Chennai, Tamil Nadu. A format for price schedule is given in Schedule 'B'.

5.3. TheabovebreakupdetailsshouldbeclearlyindicatedintheSchedule-Aand in the absence of which the offer shall be liable for rejection.

5.0 SERVICECRITERIA:

5.1 This contract is to provide Computer Operator/Data Entry Operator in below mentioned quantity.

a. CE/NCTPS-I - 1no.
b. SE/P&A/NCTPS-I -1 no.
c. EE/MM -1 no.

d. EE/S&I -1 no
e. ADM- -5nos
f. FC - 4nos

5.2 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.

5.3 The service charges once agreed will be fixed and firm during the entire contract period.

5.4 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) Pass book 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.

5.5 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 eadstod eduction of
Payment sper clause14.0.

6.0. **PERMANENTACCOUNTNUMBERANDGSTINNUMBER**:

The Tenderer shall indicate the Permanent Account No. issued by the Government of India, Income Tax Department and GST IN number of the firm and should enclose the same with the Tender.

The L1 bidder shall furnish the declaration in respect of passing of ITC benefit as per sec 171 of CGST Act as rebate in the price offered. In the event of L1 bidder, specifying the ITC benefit as Nil, the same shall be supported with certificate from chartered accountant. A format of declaration will be as stipulated by TNPGCL.

6.1.**Goods and Services Tax: (GST)**

The GST Details in respect of NCTPS I / TNPGCL are as under:

Billing Address	**The Superintending Engineer / Purchase and Administration NCTPS I/ Chennai-120**
Provisional GSTIN Registration No.	**33AAKCT7598K1ZI**
ARN	**AA330617106413K**
Type of Customer	**Company**
Name & Address as Registered in GSTIN –Place of Business	**Tamil Nadu Power Generation Corporation Ltd, 144 Anna Salai, NPKRR Maaligai, Chennai-600002**
State of Registration of GSTIN	**Tamil Nadu**

The TDS under GST will be recovered at applicable rate on each and every invoice of contract as per GST Act.

The appropriate rate of GST as per GST Act will be levied on Interest on security deposit and Security Deposit Forfeited if any will be recovered from the bills.

GST Details:

a) The latest GST registration details, applicable **GST with input tax credit**, with HSN code No etc., attested by a Gazetted Officer/ Chartered Accountant/ Notary Public valid for the current year shall be enclosed along with the quotation.

b) Appropriate rate of GST shall be admitted in lieu of (all taxes and levies replaced by GST) Excise Duty, CST and TNVAT Service Tax etc as per provisions of the rules.

c) Any increase due to statutory variation will be admitted only when the supplies are made within the delivery schedule.

d) In case of delayed delivery, the GST prevailing on the date of despatch or the GST on the last day of the contractual delivery period whichever is LESS will alone be admitted. For both the cases, the Supplier shall furnish documentary evidence while submitting the bills for payment.

e) **IMPACT OF GST: Any downward variation in basic price while working due to GST and the benefit of input tax credit must be passed on to TNPGCL.**

GST.1 Good sand Services Tax:

a) The Goods and Services Tax will be paid extras applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.

b) The TNPGCL has been registered as a dealer under GST Act 2017 (Registration No. 33AAKCT7598K1ZI)

In case of delaye delivery, the GST prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

It is theres ponsibility of the tenderer to make sure about the correct rates of duty livable on the material at the time of tendering. If the rates assumed by the Tendered rare less than the current rates prevailing at the time of tendering, the TNPGCL Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rate sprevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

c) Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TNPGCL Ltd.

d) In case of delayed delivery/delayed completion of Works, the GST prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is less will be admitted.

The GST is not applicable to liquidated damage and forfeiture of EMD. GST is applicable to forfeiture of Security Deposit if any arises and this amount will be recovered from the bills.

GST.2 GST E-way bill system:-

E-Way Bill is an electronic document to be generated to cover **interstate movement** of goods value more than Rs.50,000/- and **intra-state movement** (within state of Tamil Nadu) for consignment value exceeding Rs.1,00,000/- and such generation needs to be done in **e Way Bill portal**.

Consequently, transporters of goods, are required to carry an e-Way Bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, integrated tax and Cess charged, if any. But, it will not include value of freight charges for the movement charged by transporter.

It is the responsibility of supplier/contractor to ensure the delivery of material at NCTPS-I stores. Therefore, it is the responsibility of supplier/contractor or their transporters to generate e-way bill before transporting goods for delivery at TNPGCL's premises.

GST.3TDS UNDER 194Q of IT Act :

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 the 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.50 lakhs as TDS under section- 194Q of IT Act. The supplier of goods is required to furnish PAN to TNPGCL for making the payment. In case the suppliers do not have PAN, TNPGCL is required to deduct TAX at a 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 years in which TDS is required to be deducted and the time limit of filing of Income Tax return u/s 139 (1) of IT Act, 1961 as expired provided that the total TDS and 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 a higher rate u/s. 206AB.

The provisions of this section shall not apply to the transactions on which tax is deductable 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, TNPGCL 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 on the purchase of the 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 194Q. On the other charges i.e. erection, testing, commissioning and maintenance charges, TDS under section 194C & 194Q will apply.

The above provisions come into effect from 01.07.2021 onwards, and hence no TCS u/s.206C (1H) has to be paid by TNPGCL on purchase of Goods. Accordingly, TNPGCL will deduct TDS u/s.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 the bidder to submit a declaration format in Schedule to determine the applicability of the TDS u/s206 AB.

IT TDS is also applicable on erection and commissioning charges.

GST.4 Applicability of GST TDS:

a) 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.

b) Where the location of the supplier and the place of supply are in the same State, it is an intra-state supply and TDS @ 1% under CGST Act and 1% under SGST Act will be deducted. Where the location of the supplier is in State A and the place of supply is in State B, it is an inter-state supply and TDS @ 2% under IGST Act will be deducted.

c) 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.

S. No.	Location of Supplier	Location of recipient of supply of goods/services	Place of supply	GST TDS applicability
1	Tamil Nadu	Tamil Nadu (as TNPGCL is in Tamil Nadu)	Tamil Nadu	Applicable (CGST TDS @1% and SGST TDS @1%)
2	State other than TN	Tamil Nadu (as TNPGCL is in Tamil Nadu)	State other than TN	Not Applicable
3	State other than TN	Tamil Nadu (as TNPGCL is in Tamil Nadu)	Tamil Nadu	(IGST TDS @ 2%)

d) TDS under GST is not applicable in the following cases:

1. Total value of taxable supply ≤< Rs.2.5 Lakh under a contract.
2. Contract value > Rs.2.5 Lakh for both taxable supply and exempted supply, but the value of taxable supply under the said contract ≤ Rs.2.5 Lakh.
3. Receipt of services which are exempted. For example services exempted under notification No.12/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
4. Receipt of goods which are exempted. For example goods exempted under notification No.2/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
5. Goods on which GST is not leviable. For Example petrol, diesel, petroleum crude, natural gas, aviation turbine fuel (ATF) and alcohol for human consumption.
6 Where a supplier had issued an invoice for any sale of goods in respect of which tax was required to be deducted at source under the VAT Law before 01.07.2017, but where payment for such sale is made on or after 01.07.2017 [Section 142(13) refers].
7. Where the location of the supplier and place of supply is in a State(s)/UT(s) which is different from the State/ UT where the deductor is registered.
8. All activities or transactions specified in Schedule III of the CGST/SGST Acts 2017, irrespective of the value.
9. Where the payment relates to a tax invoice that has been issued before 01.10.2018.
10. Where any amount was paid in advance prior to 01.10.2018 and the tax invoice has been issued on or after 01.10.2018, to the extent of advance payment made before 01.10.2018.
11. Where the tax will be paid on reverse charge by the recipient i.e., the deductee.

12. Where the payment is made to an unregistered supplier.
13. Where the payment relates to "Cess" component.

e. 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.

f) Exemption from TDS

According to that provision, TDS under GST need not be deducted in respect of the supply of goods and Services or both from a Public sector Undertaking (PSU) to another Public Sector Undertaking with effect from 1st day of October 2018. Therefore, no TDS need to be deducted in respect of supplies between Public sector Undertakings Example: NTECL, NTPC, BHEL etc., are owned by Central Government. However TDS provisions will continue to apply for Taxable Supplies from Government and other private agencies with effect from 01.10.2018 as already communicated vide circular 1st cited.

Public sector undertakings (PSU) means Government Companies, Government Company means any company in which not less than 51% of paid up share capital held by the Central Government or by any state Government or Governments or partly by the Central Government and partly by one or more State Governments and includes a company which is a subsidiary of such a Government Company. This notification is with effect from 1st October 2018 itself.

GST.7 Guidelines for releasing of GST on verification of GSTR 2A

a) The suppler/ contractor should promptly file under GST, to avoid/ minimize the delay in processing/ payment of invoices, since GSTR1 filed by the supplier/ contractor will reflect as GSTR 2A in the portal of the purchasers.

b) If any discrepancy arises between the value shown in the GSTR-2A and the invoices available, the liability towards GST will be restricted to the lower of the two and GST payment will be made accordingly.

c) Any lesser GST remittance found in GSTR 2A than claimed from TNPGCL, the excess collection of GST will be recovered from suppliers/ contractors, duly adhering regular procedures if there is any difference between GST claimed from TNPGCL and remitted to Govt. in GSTR 2A.

7. Denial of ITC Claim: Invoice is an essential document for TNPGCL to avail Input Tax Credit(ITC). TNPGCL cannot avail input tax credit from suppliers whose turnover exceeds Rs.10 crore without an e-invoice or e-invoiced debit note or e-invoiced credit note. Now as per the advisory, suppliers having annual turnover of Rs.100 crore and above, the e-invoice has to be created within 7 days of issue of Invoice/Credit Note/Debit Note.

8.0. Provision of IT Clause (194 Q) of IT Act:

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 the 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.50 lakhs as TDS under section- 194Q of IT Act. The supplier of goods is required to furnish PAN to TNPGCL for making the payment. In case the suppliers do not have PAN, TNPGCL is required to deduct TAX at a 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 years in which TDS is required to be deducted and the time limit of filing of Income Tax return u/s 139 (1) of IT Act, 1961 as expired provided that the total TDS and 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 a higher rate u/s. 206AB.

The provisions of this section shall not apply to the transactions on which tax is deductable 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, TNPGCL 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 on the purchase of the goods.

The above provisions come into effect from 01.07.2021 onwards, and hence no TCS u/s.206C (1H) has to be paid by TNPGCL on purchase of goods. Accordingly, TNPGCL will deduct TDS u/s.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 the bidder to submit a declaration format in Annexure-VI to determine the applicability of the TDS u/s206 AB.

9.1) 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.

9.2) 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.

9.3). 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.

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

(a) Security Deposit.

(b) Undertaking towards jurisdiction for Legal Proceedings (Annexure-IV).

(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- II).

(d) DeclarationtowardsEPFremittancesbytheemployer/contractorintheformat enclosed in the Annexure-III should be furnished.

(e) Undertaking towards the maintaining ofthe office secrecy and confidentiality on handling the official records and work (Annexure-VI)

11.0Attendanceandbillprocessing:

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 TNPGCL 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 TNPGCL. 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 Operatorare to be made by the contractor only not by TNPGCL.

(e) The payment to the outsourcing of Computer Operator/Data Entry Operator engaged bythe 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 ComputerOperator/DataEntryOperatorduringthemonthandalsotofurnishthedocumentary 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 7thday 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 TNPGCL.

(k) The proof of payment of EPF, PMSBY Insurance and GST shall be submitted with the bill for succeeding month invariably.

12.0 PAYMENT :

12.0 100% 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.

12.1 The bank charges involved in making payment will be on the account of the contractor.

12.2 The contractor should furnish the bank account details along with PAN and GST number in the invoice.

12.3 For the delayed payments, if any, the TNPGCL will not pay interest on any account.

12.4 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" sbillsin 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) ObtainingandproducingtheStatutoryComplianceClearanceCertificatefrom one of the six service providers.

(f) Monthly GST payment proof

12.5 Payment will be made to the contractor after every completed month for provision of outsourcing of Computer Operator/Data Entry Operator.

12.6 100% 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 with required documents after detecting recovery if any.

12.7 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.

12.8 Penalties, if any levied will be detected by the TNPGCL 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. TNPGCL shall make payments after deducting the tax due and shall be responsible for remittance of the same tothe IT Department.

12.9 Any other statutory levies in force will also be deducted at the time of passing the bill making payment.

13.0DEDUCTIONOFPAYMENT/PENALTIES:

13.1 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 TNPGCL shall have the power to recover the penalty as specified below from the contractor"s monthly bills:

(a) PerdayrateRs.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 thea bove, 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 TNPGCL to provide Computer Operator/Data Entry Operator to the above designated offices in TNPGCL 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 TNPGCL 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 ComputerOperator/Data Entry Operator and replacement should be made immediately.

14.00 ADVANCE PAYMENT:

No advance payment will be given. Tenders insisting on advance payment are liable for rejection.

15.0 SECURITY DEPOSIT:

15.01 The successful tenderer will have to furnish a Security Deposit for 5% (five percent)ofthetotalvalueofthecontract.TheSecurityDepositshallbesubmittedas NEFT/RTGS/DD/ Bankers Cheque/ Pay Order obtained from Scheduled Bank/ Nationalised Bank/ Foreign Banks with branches in India drawn in favour of the Financial Controller/ NCTPS-I .

15.02The security deposit for 5% value of the contract shall be furnished within 15 days from the date of receipt of award of Contract. TNPGCL reserves the rights to forefeit the EMD and cancel the P.O on failure to furnish the Security Deposit within the prescribed time without any further reference to the successful tenderer and right to levy penal interest at 12% per annum for the delayed payment/ submission of BG for the delayed period. Further, the bill will not be processed without SD cum PG payment.

In case of delay in supply, the Security Deposit should be extended suitably. The Bank Guarantee should be furnished before the commencement of work. Failure to comply with the termsregarding Security Deposit set out in the Service Contract Order within the stipulated time by the successful tenderer will entail in cancellation of the Rate Contract Order without any further reference to the supplier. The Security Deposit will be returned to the contractor only if the contract is completed to the satisfaction of the principal employer

15.03 If the principal employer incurs any loss or damage on account of the breach of any of the clauses mentioned or any other amount arising out of the contract become spayable by the contractor to the principal employer, then the principal employer will in addition to such other rights tha them ay haveunder the law, appropriate the whole or part of the Security Deposit and such amount that is appropriated will not be refunded to the contractor.

16.0 LOSS OR DAMAGES: The loss or damages to computer or any other assets of TNPGCL occurred by the persons involving in Computer/Data entry work during the service period may be charged from the contractor.

17.0 RESPONSIBILITY:

17.01 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 qualificationdetailsofthepersonsinvolvinginsaidformatshouldbeproducedwhen called for. The persons involving in work should be at the place of work as the TNPGCL"s regular office time.

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

17.3 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 TNPGCL if necessary, without any prior notice. Further, TNPGCL 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 TNPGCL based on the contract at any point of the contract period or after the contract period.

17.4 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.

18.00 FAILURETOEXECUTETHECONTRACT:

18.2 The successful bidder should pay an amount equivalent to EMD/SDoranamount equal to the actual loss incurred by the TNPGCL whichever is less in the event of non-fulfillmentornonobservanceofanyoftheconditionsstipulatedinthecontract.

18.3 Actual Incurred Loss: Contractor failing to execute the work order placed on them to the satisfaction of the TNPGCL under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TNPGCL, consequent to the placing of freshorderselsewhereathigherrate,i.e.,thedifferencebetweenthepriceacceptedin thecontractalreadyenteredintoandthepriceatwhichfreshordershavebeenplaced.

19.00 EFFECTINGOFRECOVERIES:

Any loss, arising incident to no-fulfillment of this contract or any other contract, willbe recovered from Security Deposit held or any other amount due to the contractor from the TNPGCL.

20.00 RECOVERIESOF DUES:

The TNPGCL is empowered (Annexure-V)

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

b. Torecoveranyduesagainstanyothercontractofthecontractorswith TNPGCL, with the available amount due to the contractors against this contract.

21.0 TOWHOMTOREPORT:

To outsourcing Computer Operator/Data Entry Operator shall have to report concerned Officers of TNPGCL.

22.0 CONTRACT AGREEMENT:

The successful tenderer shall execute the contract agreement with TNPGCL for the above work. The Contract agreement shall be made with the Officers of TNPGCL 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.

NON-ASSIGNMENT:

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

22 LIQUIDATEDDAMAGES:

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

22.3 If the contractor fails to supply the staff and commence the contract within the time specified in the contract (or) any extension thereof, the TNPGCL/ 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.

23 PERIODOFCONTRACT:

Theperiodofcontractshallbeforoneyearfromthedateofreceiptofthiscontract.

24 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,quarantinerestrictionsorotheractsof nature (hereinafter referred to as "eventualities") then, provided notice of the happening of any such eventuality is given by the tenderer to the TNPGCL 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 ofany eventualityforperiodexceeding60 days, the TNPGCL may at its option terminate this contract by notice in writing. The period of extension shall be decided only by the consignee officer safter 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 contract of his liability to pay damages to the TNPGCL for the breach of contract to complete the performance of the contract within the time fixed by the contract or extension thereof.

25 JURISDICTIONFORLEGALPROCEEDINGS:

25.2 No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the appropriate civil court of Chennai or the court of small causes at 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 cause of action arises within the jurisdiction of any the courts of Tamil Nadu and not in the courts in Chennai City, then it is agreed to between the parties that such suitsof proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

25.3 An undertaking in this regards in a non-judicial stamp-paper of value not less than Rs.500/- should be furnished on receipt of the detailed contract order (Annexure-IV).

26.00ARBITRATION:

The TNPGCL 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 provision of Arbitration Act 1940 in the event of any dispute between the parties.

27.0 LEGALSTATUSOFTHE FIRM:

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

28.0 INCOMETAXPERMANENTACCOUNTNUMBERANDGSTNUMBER:

ThetenderershouldfurnishthePermanentAccountNumberissuedbyIncomeTax Department with the tender. Proof for the same shall be enclosed.

The tenderer shall furnish the GST IN Number of the firmalongwiththeproofinthe tender.

29.0 DEVIATIONFROMSPECIFICATION:

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.

30.0 GENERALCONDITIONS(STATUTORYCOMPLIANCES):

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. Thewages 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 deductfrom 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-fulfillment 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. Theofficer 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.

31.0CONTRACTLABOURREGULATIONS:

(i) Notice of commencement: The Contractor shall, within SEVEN days of commencementofthework,furnishinwritingtotheInspectingOfficerofthearea concerned the following information:

(a) Name and situation of the work.

(b) Contractor' snameand address

(c) Particulars of the Department for which the wor kisunder taken,

(d) Nameand address of sub- contractors as and when they are appointed.

(e) Commence mentand probabl eduration of the work.

(f) Number of workers employed and likely to be employed.

(g) 'fairwages 'for different categories of workers.

(h) Number of hours of work which shall constitute anormal workingday:-

(i)The number of hours which shall constitute a normal working day for an adult shall be NINE hours.Theworkingdayof an adultworker shall be soarrangedthatinclusive 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 formorethan FORTY EIGHT hours in any week he shall, inrespect of overtimework, 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 shallbe 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 immediatelybefore 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 dayandhasbeengivenasubstitutedrestdayheshallbepaidwagesforthework done on the weekly rest day at the overtime rate of wages.

(b) Note:Theexpression'ordinaryrateofwages'meansthefairwagetheworkeris 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 whichsuchwagesarepayable,theweeklyrestdaysworkersareentitledtoandname 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 work man shall be enteredtherein 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 asnear 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) Nofineshallbeimposedonaworkerandnodeductionsfordamageorlossshallbe madefromhiswagesuntiltheworkerhasbeengivenanopportunityofshowingcause against such fines or deductions.

(b) The Contractor shall maintain a register of fines and the register of deductions for damageorlossintheFormsappendedto theseregulationswhichshouldbekeptatthe place of work.

(vii) Register of Accidents:The Contractor shall maintain aregisterofaccidentsin such form as may be convenient at the work place but the same shall include the following particulars:--

(a)Full particulars of the labourers whomet with accident.

(b)Rateo

Wages.

(c)Sex.

(d)Age.

(e)EPFUAN number

(f)ESInumber

(g)Aadhaar number

(h)Nature of accident and cause of accident.

(i)Time andd ate 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)Percentageoflossofearningcapacityanddisabilityasassessedby Medical Officer.

(n)Claim required to be paid under Workmen's Compensation Act.

(o)Date of payment of compensation.

(p)Amountpaidwithdetailsofthepersontowhomthesam
ewas paid.

(q)Authority by whom thecompensationwasassessed.

(r)Remarks.

[Note:k,l,m,n for the work men not cover edunder 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:TheInspectingOfficershalleitheronhisownmotionorona complaint received by him carry out investigations, and send a report to the Engineer- in-Chargespecifyingtheamountsrepresenting Workers'duesandamountofpenaltyto beimposedontheContractorforbreachoftheseRegulations,thathavetobe recoveredfromtheContractor,indicatingfulldetailsoftherecoveriesproposedand the reasons there for. It shallbe obligatoryon the part ofthe Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

(x)DisposalofamountsrecoveredfromtheContractor:TheOfficerconcernedshall arrangepaymenttoworkersconcernedwithinFORTYFIVEdaysfromreceiptofa 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 paymentsarise,withinTHIRTYdaysfromthedateofreceiptofthedecisionofthe 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) AppealagainstdecisionofInspectingOfficer:Anypersonaggrievedbyadecisionof 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 decisionof 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 anytime and by the worker or his agent on receipt of duenotice at a convenient time.

(xiv)Interpretation, etc.: On any question as to the application interpretation or effectoftheseRegulations,thedecisionoftheCommissionerofLabour(or)Director/ Industrial Safety and Health shall be final and binding.

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 removingany difficulty Which may arise in the administration thereof.

32.0 Compliance of EPF & MPAct,1952:

(a) TheContractorwhotakeupworkscontractforTNPGCLisrequiredtocomplywith all the relevant provisions stipulated in the EPF & MP Act;

(b) The Contractor should have as eparate EPF main cod enumber.

(c) The Contractor should be responsible for the payment of necessary EPF contributionsbothEmployer"sandEmployee"scontributionaspertheprovisionsofthe EPF Act in respect of the actual workers engaged for the specified works.

(d) ThecontractorshouldsubmitnecessaryreturnstoEPFOrganisationwithinthe stipulated time as required under the said EPF & MP Act.

(e) The Contractor should produce the proof of payment of contribution–both

Employer"sandEmployee"scontributionsmadetoEPFOrganizationinordertoclaim the Bills for the respective works.

(f)Thecontractorshouldbefullyliabletomeetandfulfillalltherelevantprovisionsof 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 TNPGCL has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGCL 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 TNPGCL.

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 uptoRs.15,000/- only.

33.0ComplianceofESIAct1948:

(a)ThecontractorwhotakeuptheworkscontractforTNPGCLisrequiredtocomply with all the provisions stipulated to ESI Act 1948.

(b)The contractor should have aseparate 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.

34.0 Compliance with Statutory Provisions and Payment of Wages to Contract Labourers.

(a) The Contractor should pay the wages to their employees 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 full wages only through digitally (i.e) paid directly to the bank account of the employee and the wages are disbursed on or before the 7th day of every month.

(c) Bills submitted by the contractor shall be considered for processing only after verification of the above requirements. The contractor shall produce all records, documents, declarations, wage payment details and statutory compliance documents (EPF remittance, ESI remittance, etc.,) as may be required by the bill-claiming officer, Labour Welfare Officer & processing authorities for verification.(The orders issued in this regard had to be followed)

(d) The Contractor shall furnish an undertaking certifying that all statutory provisions applicable to the personnel engaged under the contract have been duly complied with and that no person engaged under the contract has been omitted from such compliance. Any discrepancy detected at a later stage shall be the sole responsibility of the contractor/firm, who shall bear all consequential liabilities arising there from.

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

a) ThecontractorshouldobtaintheRegistrationcertificateundertheBuildingandOther 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.

34.0 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)TheContractorwhotakeupworkscontractforTNPGCLshoulddeploysufficient 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 Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TNPGCL fromallandagainstanyclaimsundertheaforesaidActandtheRules.Thecontractors 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 TNPGCL is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service)Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall alsoindemnifyTNPGCLfromallandagainstanyclaimsundertheaforesaidActandthe Rules The contractors should alsosubmit the copy of the migrant labour licence before executing the works.

(d)Thecontractorsshouldmaintainthefollowingrecordsaspersection78ofContract Labour (Regulation &Abolition)central rules 1971.

(i)Muster Roll in Form –XVI.

(ii)Register of Wagesin Form–VII.

(iii)Register of overtimein Form–XVIII.

(iv)The contractor shall issue an photo identity card to his employees.

36.0Wages:

(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 section65andshallissuewageslipinForm –XXVIII to the work men 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.

37.0EPFDocumentstobeProduced 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) Thepaymentconfirmationreceiptshouldbesubmitted(thepaymentconfirmation date is mandatory)

(c) The combined challan of AccountNo.1,2,10,21&22 should be submitted.

(d) All the documents should duly signed with seal by the contractor.

38.0InsuranceDocumentsforWhileclaiming Bills:

(a) Copyofthegroupinsurancepolicieswiththeapplicabilityforgivingcompensation 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.

39.0 TamilNaduRationlisationofFormsandReportsunderCertainLabour Laws Rules, 2020:

Thecontractorshouldcomply/maintaintheapplicablenewcombinedformsintroduced 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)(TamilNadu)Rules,1983.(c)TheTamilNaduBuildingandOtherConstruction Workers (Regulation of Employment and Conditions of Service) Rules, 2006

NewForms:

FORM I	Certificate of Registration of Principal Employer/ Employer (under 3 Rules)
FORM II	Application for Licence/Renewal of Licence (under CLRA and ISMW Rules)
FORM III	Form of Certificateby 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	ApplicationforAdjustmentofSecurityDeposit(under CLRA and ISMW Rules)
FORM Vi	Licence and Renewal (under CLRA and ISMW Rules)
FORM VII	Notice of commencement/completion of work (under CLRA and BOCW Rules)
FORMVIII	Service Certificate (under3 Rules)
FORM IX	Certificate of Medical Examination(under BOCW Rules)
FORM X	Report on recruitment and employment of migrant work men 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(under3Rules)

40.0 Agreement and Undertaking to be furnished bythecontractorsin respect of the Statutory Provisions

(a) An undertaking as specified in Annexure-VII should also be obtained from the contractorstoensuretheremittanceofEPFEmployeeandEmployercontributionfor the respective works while claiming the bills.

(b) TheTNPGCLregisteredcontractor,whowantstoexecutetheworksinacircleshall be instructed to execute an agreement [Annexure-I] with respective Superintending Engineer"s of the circle.

41.0GENERAL:

TNPGCL or authority will have the right to relax or waive any ofthe conditions stipulated in this enquiry wherever deemed necessary.

****

TENDER - SCHEDULE - A

TECHNICAL SPECIFICATION OF WORK

Specification No. CE -04/2026-27/NCTPS-1

Name of Work: NCTPS –I - P&A Circle – Engaging of 13 Nos. of Outsourcing computer operator/Data Entry operators for P&A Circle and O/o. CE/NCTPS - I to carry out the day to day data entry works for the period of one year from the date of engagement.

Sl.No	Description of items	Quantity in nos.
(a)	(b)	(c)
1.	Outsourcing computer operator/Data Entry operators.	13 Nos

COMPANY SEAL **SIGNATURE :**

DATE **DESIGNATION:**

COMPANY NAME:

Sd.dt.xxx

CHIEF ENGINEER/NCTPS –I

SCHEDULE – B SCHEDULE OF PRICE

SPECIFICATION No :	CE-04/2026-27/NCTPS-I
NAME OF THE WORK :	Engaging of 13 Nos. of Outsourcing computer operator/Data Entry operators for P&A Circle and O/o. CE/NCTPS - I to carry out the day to day data entry works for the period of one year from the date of engagement

Sl. No .	Description of items	Quantity tendered in Nos.	Quantity offered in Nos.	Basic rate perDayfor per Computer Operator / Data Entry OperatorIn Rs.	Monthly wagesfor per Computer Operator /DataEntry Operator inRs	Service charges in% of Monthly wages per ComputerOperator /DataEntryOperator (f).(**shouldbeless than or equal to 4.9%)**		Total (f)+(h) inRs.	GST 18% of(i) inRs.	EPF13%of Rs.15000 (Maximum wage ceiling)	Total value includingGST (i)+(j)+(k)per Computer Operator/DataEntry OperatorInRs.
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)inRs.	(i)	(j)	(k)	(l)
1.	COMPUTER OPERATER/ DATA ENTRY OPERATOR	**13**	______	**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. Servicechargesshallbeexpressedupto1/10th of decimal places. (i.e,0.10%)in percentage.

SIGNATUREOFTHETENDERER

Sd.dt.xxx

CHIEF ENGINEER/NCTPS –I

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 at ....herein-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 by ....hereinafter called the "TNPGCL".

WHEREAS the contract is for the supply / erection / construction etc., in terms of the Tender Specification No............../ dt. . . . . .AND WHEREAS in accordance with Clause ....of the above said tender specification, the tenderer has to furnish E.M.D. of Rs............(Rupees .... only) and WHEREAS the tenderer has requested the TNPGCL to accept an undertaking in lieu of payment in cash of the E.M.D. and WHEREAS the TNPGCL has accepted the request of the tenderer subject to executing an undertaking to pay to the TNPGCL 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 TNPGCL 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 TNPGCL 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 TNPGCL.

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 TNPGCL " 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:

A N N E X U R E - 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 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 eventhough 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.

A N N E X U R E - III

BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

(In a Non - Judicial - Rs.500/- Stamp Paper)

THIS DEED OF GUARANTEE made on this .... day of .... only by the Bank of.. (Branch name & address) (herein after called "the Bank") to and in favour the TNPGCL, a company registered under companies Act, 1956 having its office at NPKRR Maaligai, Electricity Avenue, 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 " having its Registered Office at Anna Salai, Chennai - 2 represented by the CHIEF ENGINEER /___________ / __________ / __________ (hereinafter called "The Purchaser").

WHETHERAS Messrs. ....(hereinafter called "The Contractor") have by virtue of the contract entered into with the purchaser as per P.O. No............. Dt. .... agreed with the purchaser to .... In accordance with the terms and conditions contained therein:

AND WHEREAS in accordance with the terms of the contract in P.O. No. .... dt. .... The contractor has to pay a sum of Rs................/- (Rupees...only)towards combined Security Deposit cum Performance Guarantee from a Nationalised Bank.

AND WHEREAS the contractor has requested the purchaser to accept bank guarantee in lieu of combined Security Deposit cum Performance Guarantee for a sum equivalent to 5% (Five percent) of the Value of the Contract for the satisfactory performance of the Contract.

AND WHEREAS the Bank has at the request of the Contractor agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in P.O. No......... dt........................ or in the letter .... Dt...........

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the purchaser having agreed to accept the Bank guarantee from a Nationalised Bank towards combined Security Deposit cum Performance Guarantee for a sum equivalent to Rs.............../- (Rupees.. only) the Bank do hereby guarantee that if the contractor fails to perform the contract in accordance with the specifications and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to the purchaser such amount or amounts, as the Bank may be called upon to pay be the purchaser:

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs............/- (Rupees... only) PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Purchaser.

2. The Bank further undertakes to indemnify the purchaser against any loss or damage that may be caused or suffered by the purchaser by reason of any breach of the terms and conditions in the said P.O. No...........................dt............................

3.The guarantee herein contained shall remain in force till the terms and conditions of the P.O. No.................................. dt................. have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after expiry of ....

4.The bank further agrees with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the bank hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance of the contract by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said contractor and to forbear or to enforce any of the terms and conditionsrelating to the said contract and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said contractor or by reasons of any for - bearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or thing what - so - ever which under the law relating to sureties would but for these provisions have the effect of so relieving than bank.

5. Any account settled between the purchaser and the contractor shall be the conclusive evidence against the bank for the amount due and shall not be questioned by the Bank.

6. The expressions 'Bank', 'Contractor' and 'purchaser' herein before used shall include their respective successors and assigns.

IN WITNESS WHERE OF THIRU .... acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

In the presence of witnesses:

1. Signature with seal of the Bank

(Name in Block letters)

2.

(Name in capitals to be subscribed with designation, office address or residential address)

A N N E X U R E - IV

(In Non-Judicial Rs 500 Stamp Paper)

UNDERTAKING FOR PAYMENT OF DUES TO TNPGCL

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 **TNPGCL** 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 TNPGCL has called for an undertaking from the Tenderer empowering the TNPGCL to recover the dues if any.

NOW THIS UNDERTAKING WITNESSETH the TNPGCL 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 TNPGCL. Further, the Tenderer hereby authorizes the TNPGCL to recover, any dues against any other contract of the Tenderer with the TNPGCL 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:

A N N E X U R E - V

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 TNPGCL/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) TNPGCL.

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 - VI

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 at ....herein-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 by ....hereinafter called the "TNPGCL".

WHEREAS the contract is for the supply in terms of the **TENDER SPECIFICATION NO. /2026-27**

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 TNPGCL 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 TNPGCL 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 TNPGCL failing which TNPGCL 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 - VII

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 TNPGCL.

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, TNPGCL/ 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-VIII

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- IX

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:

A N N E X U R E- X

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:

A N N E X U R E- XI

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-XII

e-BANK GUARANTEE FOR EMD

(e-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-XIII

AGREEMENT

Nature of the work :

Registration Order No: (TNEB Reference Registration)

Period of Validation: From _____________to ____________.

(i)I/we have registered 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 TNPDCL/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 Organizationin 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 TNPDCL/ TNPGCL/ TNGECL/ TANTRANSCO has to meet such requirements of the said Act or Statutory Provisions in the capacity of Principal Employer, TNPDCL/TNPGCL/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 forRs.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 Licence under the Contract Labour (Regulation & Abolition) Act 1970 and will intimatethe TNPDCL/TNPGCL/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.	Authorised Signatory (Contractor)

ANNEXURE-XIV

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 TNPDCL 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.

Authorised Signatory

(Contractor) With Seal

Date :

Place:

ANNEXURE-XV

UNDERTAKING

Nature of the work :

Order No:

I/we here by 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, TNPDCL/TNPGCL/TNGECL/TANTRANSCO shall not be responsible for the consequent Legal/Financial obligations.

Authorised Signatory

(Contractor) With Seal

Date :

Place: