



**TAMIL NADU POWER GENERATION CORPORATION LIMITED
ENNORE THERMAL POWER STATION**

SPECIFICATION FOR: ETPS - Engaging of 2 Nos Outsourcing computer operator/ Data Entry operators for the O/o. the CE/ETPS and O/o. the SE/Civil/ETPS to carry out the day to day data entry works for the period from 15.09.2026 to 14.09.2027 or one year from the date of engagement

SPECIFICATION NO: SE-Civil/ETPS/01/2026-27

OPENING DUE ON: Upto:14.30 Hrs. on 16.09.2026

OFFICE OF THE
SUPERINTENDING ENGINEER/CIVIL
ETPS / Ennore/ Chennai – 600 057.

SALIENT INFORMATION

Tender Specification No.	SPECIFICATION NO: SE-Civil/ETPS/01/2026-27
Description of work	ETPS - Engaging of 2 Nos Outsourcing computer operator Data Entry operators for the O/o. the CE/ETPS and O/o. the SE/Civil/ETPS to carry out the day to day data entry works for the period from 15.09.2026 to 14.09.2027 or one year from the date of engagement
Method of Tender	Open Tender System.
Earnest Money Deposit	Rs.7,000/- (Rupees Seven thousand only)
The above amount shall be paid through a Demand Draft obtained from any of the Scheduled/ Nationalised Banks and drawn in favour of the Superintending Engineer/P&A/ Ennore Thermal Power Station / Ennore/ Chennai 600 057	
Last date and time of closing of Tender	16.09.2026 at 14.00 hrs.
The last date and time for receipt of tenders.	16.09.2026 at 14.00 hrs.
Clarification to be sought for from	The Superintending Engineer/Civil/ETPS. Ennore, Chennai-600 057.
Clarification to be sought till	16.09.2026 at 12.00 hrs.
Date &Place at which tenders will be opened	16.09.2026 at 14.30 hrs. at Office of the Superintending Engineer/Civil /ETPS/ Ennore, Chennai-600 057.

Note:-If the due date for opening the tenders happens to be declared a holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.

Superintending Engineer/Civil
ETPS/ Chennai – 57.

ANNEXURE

ENQUIRY NO. SE/Civil /ETPS/ 01/2026-27, DATED 10.09.2026.

INSTRUCTIONS TO TENDERERS

1.0 Tenders to be superscripted on the outer cover as **"Engaging of 2 Nos Outsourcing computer operator/ Data Entry operators for the O/o. the CE/ETPS and O/o. the SE/Civil/ETPS to carry out the day to day data entry works for the period from 15.09.2026 to 14.09.2027 or one year from the date of engagement"** along with the schedule- A duly filled- in are invited for this Specification.

2.0 The Tenders should be submitted in double covers. The inner cover shall contain the quotation (i.e) Price Bid. The outer cover shall contain the inner cover and E.M.D. amount of **Rs.7,000/- (Rupees Seven thousand only)** in the form of Demand Draft/Pay order/Banker's Cheque drawn in favour of the Superintending Engineer/ P&A / ETPS/Chennai -057 along with necessary tender documents.

The inner cover shall be sealed and this cover along with E.M.D. put into the outer cover and sealed. The outer cover shall be addressed to "The Superintending Engineer/ Civil/ ETPS, so as to reach on or before **16/09/2025 @ 2.00 PM.**

On opening outer cover if E.M.D. or proof of exemption from payment of E.M.D. along with undertaking in lieu of E.M.D. is not found, **the tender will be summarily rejected.**

It may be specifically noted that the outer envelope should be addressed to the Superintending Engineer/ Civil only by designation. The tenders may be handed over to The Officer Concerned, O/o. the Superintending Engineer/ Civil/ETPS if handed over in person.

NOTE: In case the due date for tender happens to be a declared holiday, tenders will be received and opened on the immediate succeeding working day without any change in the time indicated.

2.1 If the contractor has any doubt about the meaning of any portion of this Enquiry, he/she should get it clarified at least 48 hours before opening of the tender and reply to clarification will be sent through email.

2.2 Tender documents through Fax, e-mail or Telegraphic offers will not be entertained. The tenderer has right to reject any offer which is not received according to terms and conditions stipulated in these instructions.

2.3 If the contractor finds any ambiguity in any of the terms and conditions stipulated in this enquiry, he shall get it clarified from the Superintending Engineer/ Civil/ ETPS. The clarification issued by the Superintending Engineer of such of the terms and conditions of the enquiry as may be raised by the tenderer shall be final and binding on the tenderer.

2.4 All the tender documents submitted by the tenderer shall be serially numbered.

3.0 Earnest Money Deposit:

3.1 Tenderer should pay the specified amount towards Earnest Money Deposit, as follows: **Earnest Money Deposit: Rs.7,000/- (Rupees Seven thousand only)**

3.2 Banker's cheque/Pay order/Demand Draft only will be accepted towards payment of E.M.D.

3.3 The Earnest Money Deposit should be in the form of a DEMAND DRAFT/ PAY ORDER/ BANKER'S CHEQUE for the above amount, shall be obtained from any of the Nationalized/ Scheduled/Foreign Banks with branches in India Payable to the Superintending Engineer/P & A/ ETPS.

3.4 The Earnest Money Deposit will be refunded to the unsuccessful contractors on application to the concerned Superintending Engineer, after intimation of the rejection/non-acceptance of their tender.

3.5 The EMD will not carry any interest.

3.6 CHEQUE will not be accepted towards E.M.D. and the tenders shall be rejected if EMD is not paid in the prescribed manner.

3.7 The following should be enclosed in the outer cover along with necessary tender documents :

(i) Demand Draft/Banker's Cheque or the proof of exemption of EMD and an undertaking in lieu of EMD or proof of Permanent EMD and documents in support of investment held in plant and machinery.

(ii) Inner cover containing the price bid only.

If, on opening the outer cover, it is found that the above have not been enclosed along with the tender, then their offer will be **SUMMARILY REJECTED**.

3.8 The Earnest Money Deposit made by Tenderer will be forfeited if:

(a) he withdraws his tender or backs out after acceptance.

(b) he withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.

(c) he violates any of the provisions of these regulations contained herein.

(d) he revises any of the terms quoted during the validity period.

- (e) in the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the offer will be summarily rejected and the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNPDC/ TNPGL/ TNGEL/ TANTRANSCO.
- 4.0 The tenders will be opened at the office of the concerned Superintending Engineer on the due date and time specified in the presence of such contractors who may desire to be present. No details will be informed after the date of opening.
- 5.0 The TNPDC/TNPGL/TNGEL/TANTRANSCO reserves the right:
 - (a) To accept the Lowest Eligible Tender.
 - (b) To reject any or all the tenders without assigning any reasons thereof.
 - (c) To award contract to one or more contractors for the item covered in this enquiry.
 - (d) To relax or waive any of the terms and conditions of the specification wherever deemed necessary.
 - (e) To split the tendered items specified in the schedule 'A' and award the contracts to different contractors.
- 6.0 Tenders received after the due date and time will be summarily rejected.
- 7.0 Income Tax PAN number and GSTIN number should be furnished.
- 8.0 The tender is liable to be rejected if it is:
 - (a) Not in the prescribed form,
 - (b) Not properly signed by the contractor
 - (c) Received from a contractor who is directly or indirectly connected with Government Service or TNPDC/TNPGL/TNGEL/TANTRANSCO Service or service of Local Authority.
 - (d) From a tenderer whose past performance or vendor rating is not satisfactory.
 - (e) 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.
 - (f) With validity period less than those stipulated in the enquiry.
 - (g) Received by Telex/Telegram/E-mail/Fax.
 - (h) Not containing all required particulars as per Schedule A.

- (i) **Not enclosed the Xerox copy of the Tender documents duly signed and stamped on each and every page.**
- (j) Tenders without break up details.
- (k) The offer of the contractors who have not furnished the GSTIN.

9.0 Rejection of Tenders:

9.1 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.

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

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

11.0 EVALUATION OF THE TENDER OFFERS:

11.1 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.

11.2 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.

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

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

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

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

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

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

- 11.7 The Tenderers are requested to quote service charges in Financial Bid.
- 11.8 The service charges comprise all the expenses towards bidder's margin and their establishment expenses.
- 11.9 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.
- 11.10 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).
- 11.11 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.
- 11.12 Negotiation on the L1 bidder will be done by the TNPDC/ TNPGL/ TNGECL/ TANTRANSCO.

SUPERINTENDING ENGINEER/Civil,
ETPS/ Chennai -57.

SECTION-I

BID QUALIFICATION REQUIREMENTS

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.

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

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

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

- (iv) The annual turnover of the bidder shall be more than Rs.1,74,00/- (25% of estimated value) during any one of the last three years (2023-24, 2024-25 & 2025-26). In case of bidder who happens to be the companies registered under companies Act 1956, attested copy of audited financial statements like Profit & Loss Account and Balance Sheet for the immediately preceding 3 financial years may be uploaded and in case of others, the annual turnover certified by practicing Chartered Accountant for the immediately preceding 3 financial years may be uploaded. The UDIN of the Auditing firm / Practicing Chartered Accountant should be mentioned in the Audited statement of annual accounts and Chartered accountant Certificate.

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

SUPERINTENDING ENGINEER/Civil,
ETPS/ Chennai -57.

SECTION-II

GENERAL

1.0 SCOPE:

The Specification covers for "**Engaging of 2 Nos Outsourcing computer operator/ Data Entry operators for the O/o. the CE/ETPS and O/o. the SE/Civil/ETPS to carry out the day to day data entry works for the period from 15.09.2026 to 14.09.2027 or one year from the date of engagement**".

2.0 LOCATION:

The work will be in the office of the Superintending Engineer/ Civil/ ETPS/Chennai -57.

3.0 PRICES:

The quoted service charges percentage shall be firm for the entire contract period.

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

4.0 PERIOD OF CONTRACT:

The period of contract is **1 (One) year** from the date of receipt of award of contract.

5.0 GOODS AND SERVICES TAX [GST] :

5.1 The Goods and Services Tax will be paid extra as applicable.

5.2 The TNPDC/ TNPGL/ TNGEL/ TANTRANSCO has been registered as a dealer under GST Act 2017 (**Registration No.**).

5.3 The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.

5.4 Transaction Value: The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable. The conditions for accepting the transaction value are

- (a) Supplier and the recipient of the supply are not related.
- (b) Price is the sole consideration for the supply.

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

6.0 DEDUCTIONS UNDER GST:

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

7.0 INCOME TAX:

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

8.0 ACCEPTANCE:

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

9.0 VALIDITY OF TENDER:

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

10.0 SERVICE CRITERIA:

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

a. CE/	- 1 no.
b. SE/	- 1 no.
Total	- 2 Nos.

10.2 Computer Operator/Data Entry Operator with the qualification of Senior Grade or Junior Grade in Tamil and English issued by Government Technical examination in Typewriting to carry out the day to day data entry works through Licensed Contractor. The persons involving in data entry work should follow the instructions of concern officers.

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

10.4 The contractor should depute their employees along with the following documents,

- (i) Photo ID card bearing Contractors firm name.
- (ii) Aadhaar card copy of the deputed employee.
- (iii) Passbook front page of the employee with photo.
- (iv) Copy of Qualification Certificate for having passed in Senior Grade or Junior Grade in Tamil and English issued by Government Technical examination in Typewriting.
- (v) The deputed employee should be brought under group insurance cover taken by the contractor against personnel accident as applicable.

10.5 The contractor is obligated to provide the outsourcing of Computer Operator/ Data Entry Operator during declared holiday as and when demanded by the concerned officer failing which will leads to deduction of payment as per clause 14.0.

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

- (a) Security Deposit.
- (b) undertaking towards jurisdiction for Legal Proceedings (Annexure-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) Declaration towards EPF remittances by the employer/contractor in the format enclosed in the Annexure-III should be furnished.
- (e) Undertaking towards the maintaining of the office secrecy and confidentiality on handing the official records and work (Annexure-VI)

12.0 Attendance and bill processing:

The attendance system should be maintained by the contractor at the work place. The details of number of man power deployed (man days) will be maintained by the TNPDC/ TNPGL/ TNGEL/ TANTRANSCO 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 TNPDC/ TNPGL/ TNGEL/ TANTRANSCO. The bill amount per month will be paid to the contractor only as per the terms of contract. Salary payments and all other necessary payments to the outsourced Computer Operator/Data Entry Operator are to be made by the contractor only not by TNPDC/ TNPGL/ TNGEL/ TANTRANSCO.
- (e) The payment to the outsourcing of Computer Operator/Data Entry Operator engaged by the contractor shall be made by the contractor through electronic mode transfer (NEFT/RTGS) of funds to the respective bank accounts of each of the supplied/engaged outsourcing of Computer Operator/Data Entry Operator during the month and also to furnish the documentary evidence of remittance with date for the payment made to the supplied/engaged outsourcing of Computer Operator/Data Entry Operator along with the succeeding month's bill, failing which the bill will not be processed for the corresponding month.

- (f) The contractor shall ensure that the salary to the person so employed by the contractor is made by 7th day of the succeeding month and the contractor shall have to provide a proof to this extent at the time of claim for the bill towards paid salary details with recovery of Employees Provident Fund (EPF) & Group Insurance etc., from the outsourcing of Computer Operator/Data Entry Operator, along with the remittance in the respective bank account failing which the bill will not be processed.
- (g) No interest will be paid for late payments in case of delay in Administrative Procedures.
- (h) The contractor shall pay the GST and all others taxes, duties and other legally bound Duties and levies and other impositions levied under applicable laws.
- (i) The payments of Wages to the Computer Operator/Data Entry Operator should not be less than the minimum wages prescribed by the District Collector. The contractor should remit the EPF (Employer & Employee) contribution within the stipulated time in accordance with the applicable statutory laws from time to time.
- (j) The contractor should provide an accidental insurance scheme for Rs.2,00,000/- additionally under Pradhan Mantri Suraksha Bima Yojana (PMSBY) scheme through the Bank/ Post Office for a premium of Rs.20/- per annum per person, to all the labours engaged by them for the works in TNPDCCL, TNPGL, TNGECL and TANTRANSCO.
- (k) The proof of payment of EPF, PMSBY Insurance and GST shall be submitted with the bill for succeeding month invariably.

13.0 PAYMENT:

- 13.1 100% payment will be made on monthly basis. The payment of Service will be made by ECS on any of the nationalized bank approved by Reserve Bank of India.
- 13.2 The bank charges involved in making payment will be on the account of the contractor.
- 13.3 The contractor should furnish the bank account details along with PAN and GST number in the invoice.
- 13.4 For the delayed payments, if any, the TNPDCCL/ TNPGL/ TNGECL/ TANTRANSCO will not pay interest on any account.

- 13.5 The bills will be passed by the concerned officials with whom the claim is made based on the following.
- (a) Acknowledgment/work report from the concerned officers where the Computer Operator/ Data Entry Operator involved in work.
 - (b) Receipt of the Contractor's bills in Quadruplicate.
 - (c) Digital transfer of payment to employee –i.e, online bank statement.
 - (d) Employer and Employee EPF contribution statement with proof of payment.
 - (e) Obtaining and producing the Statutory Compliance Clearance Certificate from one of the six service providers.
 - (f) Monthly GST payment proof
- 13.6 Payment will be made to the contractor after every completed month for provision of outsourcing of Computer Operator/Data Entry Operator.
- 13.7 100% 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 Statutory Compliance Clearance Certificate and required documents after detecting recovery if any.
- 13.8 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.
- 13.9 Penalties, if any levied will be detected by the TNPDC/ TNPGL/ TNGEL/ TANTRANSCO from the monthly payments also. Tax detection at source as per the Income Tax rules shall be applicable to the payments made for the work done. TNPDC/ TNPGL/ TNGEL/ TANTRANSCO shall make payments after deducting the tax due and shall be responsible for remittance of the same to the IT Department.
- 13.10 Any other statutory levies in force will also be deducted at the time of passing the bill making payment.

14.0 DEDUCTION OF PAYMENT/PENALTIES:

- 14.1 The contractor has to ensure the work of Computer Operator/Data Entry Operator is not getting stopped, due to absence of Computer Operator/Data Entry Operator by making alternate arrangements. If the contractor fail to provide sufficient number of Computer Operator/Data Entry Operator the TNPDC/ TNPGL/ TNGEL/ TANTRANSCO shall have the power to recover the penalty as specified below from the contractor's monthly bills:

- (a) Per day rate Rs.718/- of the Computer Operator/Data Entry Operator will be recovered for non supply period.
- (b) Proportionate amount will be deducted for the late comers and will be processed accordingly.
- (c) In addition to the above, the following penalties will be levied,
 - (i) Rs.500/- shall be deducted towards penalty for each non supply of Computer Operator/Data Entry Operator per day (8 Hours).
 - (ii) If the wholesome attendance of man power supply falls below 90% during a month, 0.5% for the value of Security Deposit shall be deducted from the monthly bill in addition to the above penalty.
- (d) In addition to the (a) (b) and (c) above the following will be recovered from the non supply/short supply of Computer Operator/Data Entry Operator.

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

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

15.0 SECURITY DEPOSIT:

- 15.1 The successful tenderer will have to furnish a Security Deposit for 5% (five percent) of the total value of the contract. The Security Deposit shall be submitted as DD/Bankers Cheque/ Pay Order obtained from Scheduled Bank/Nationalised Bank/Foreign Banks with branches in India drawn in favour of the Chief Financial Controller /General/TNPDC, Chennai – 600002 (in case of Headquarters) in favour of Chief Engineer/ Superintending Engineer (in case of other than Headquarters).
- 15.2 **The security deposit for 5% value of the contract shall be furnished within 30 days from the date of receipt of award of Contract.** In the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order will be cancelled. The award may be made to L2 tender. The belated payment of security deposit/ belated submission of irrevocable Bank Guarantee shall not be accepted. In

case of delay in supply, the Security cum Performance Bank Guarantee should be extended suitably. The Bank Guarantee should be furnished before the commencement of supply. Failure to comply with the terms regarding Security Deposit set out in the Rate 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.

- 15.3 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 becomes payable by the contractor to the principal employer, then the principal employer will in addition to such other rights that he may have under 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 TNPDC/ TNPGL/ TNGEL/ TANTRANSCO occurred by the persons involving in Computer/Data entry work during the service period may be charged from the contractor.

17.0 RESPONSIBILITY:

- 17.1 The contractor is responsible for the persons involving in Data entry works. The persons involving in work must possess the said qualification in the orders. The qualification details of the persons involving in said format should be produced when called for. The persons involving in work should be at the place of work as the TNPDC's regular office time.
- 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 TNPDC/ TNPGL/ TNGEL/ TANTRANSCO if necessary, without any prior notice. Further, TNPDC/ TNPGL/ TNGEL/ TANTRANSCO is having rights to terminate the contract at any time with 30 days prior notice. The person involving in data entry work/contractor must aware that **they do not have any rights to quote any employment opportunity** to TNPDC/ TNPGL/ TNGEL/ TANTRANSCO 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.

18.0 FAILURE TO EXECUTE THE CONTRACT:

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

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

19.0 EFFECTING OF RECOVERIES:

Any loss, arising incident to non-fulfillment of this contract or any other contract, will be recovered from Security Deposit held or any other amount due to the contractor from the TNPDC/ TNPGL/ TNGEL/ TANTRANSCO.

20.0 RECOVERIES OF DUES:

The TNPDC/ TNPGL/ TNGEL/ TANTRANSCO 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 TNPDC/ TNPGL/ TNGEL/ TANTRANSCO.
- b. To recover any dues against any other contract of the contractors with TNPDC/ TNPGL/ TNGEL/ TANTRANSCO, with the available amount due to the contractors against this contract.

21.0 TO WHOM TO REPORT:

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

22.0 CONTRACT AGREEMENT:

The successful tenderer shall execute the contract agreement with TNPDC/ TNPGL/ TNGEL/ TANTRANSCO for the above work. The Contract agreement shall be made with the Officers of / TNPDC/ TNPGL/ TNGEL/ TANTRANSCO 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.

23.0 NON-ASSIGNMENT:

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

24.0 LIQUIDATED DAMAGES:

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

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

25.0 PERIOD OF CONTRACT:

25.1 The period of contract shall be for **One year** from the date of receipt of this contract.

26.0 FORCE MAJEURE:

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

27.0 JURISDICTION FOR LEGAL PROCEEDINGS:

27.1 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 suits of 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.

27.2 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).

28.0 ARBITRATION:

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

29.0 LEGAL STATUS OF THE FIRM:

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

30.0 INCOME TAX PERMANENT ACCOUNT NUMBER AND GST NUMBER:

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

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

31.0 DEVIATION FROM SPECIFICATION:

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

32.0 GENERAL CONDITIONS (STATUTORY COMPLIANCES):

a) The Contractor shall employ outsourcing of Computer Operator/ Data Entry Operator as mentioned to maintain the work/activities as per the specification issued. The Contractor shall not employ in connection with the works any person who has not completed his/her eighteen years of age.

b) The Contractor shall pay to labour employed by him through digital transfer. The wages should not be less than Rs.718/- per day.

c) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.

d) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

e) The officer concerned shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-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. The officer concerned shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the officer concerned in this respect shall be final and binding.

33.0 CONTRACT LABOUR REGULATIONS :

- (i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
 - (a) Name and situation of the work.
 - (b) Contractor's name and address
 - (c) Particulars of the Department for which the work is undertaken,
 - (d) Name and address of sub-contractors as and when they are appointed.
 - (e) Commencement and probable duration of the work.
 - (f) Number of workers employed and likely to be employed.
 - (g) 'fair wages' for different categories of workers.
 - (h) Number of hours of work which shall constitute a normal working day:-
 - (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
- (ii) Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for

more than ten days consecutively without a rest day for a whole day.

- (a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - (b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
 - (c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
- (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
 - (iv) Employment Card: The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
 - (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
 - (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - (a) No fine shall be imposed on a worker and no

deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

- (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- (vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--
 - (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex.
 - (d) Age.
 - (e) EPF UAN number
 - (f) ESI number
 - (g) Aadhaar number
 - (h) Nature of accident and cause of accident.
 - (i) Time and date of accident.
 - (j) Date and time when admitted in hospital.
 - (k) Date of discharge from the hospital.
 - (l) Period of treatment and result of treatment.
 - (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (n) Claim required to be paid under Workmen's Compensation Act.
 - (o) Date of payment of compensation.
 - (p) Amount paid with details of the person to whom the same was paid.
 - (q) Authority by whom the compensation was assessed.
 - (r) Remarks.

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

- (viii) Preservation of Registers: The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
- (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
- (x) Disposal of amounts recovered from the Contractor : The Officer concerned shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the officer concerned, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.
- (xi) Welfare Fund: All moneys that are recovered by the officer concerned by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
- (xii) Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the officer concerned. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.
- (xiii) Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the officer concerned or his authorized representative at any time and by the worker or his agent on receipt of due

notice at a convenient time.

- (xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.
- (xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

34.0 Compliance of EPF & MP Act, 1952:

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

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

35.0 Compliance of ESI Act 1948 :

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

36.0 Statutory Compliance Clearance Certificate:-

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

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

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

- (b) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996.

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

- (a) The Contractor who take up works contract for TNPDC/ TNPGL/ TNGEL/ TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
- (b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TNPDC/ TNPGL/ TNGEL/ TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour license before executing the works.
- (c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPDC/ TNPGL/ TNGEL/ TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TNPDC/ TNPGL/ TNGEL/ TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour licence before executing the works.
- (d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
 - (i) Muster Roll in Form – XVI.
 - (ii) Register of Wages in Form – XVII.
 - (iii) Register of overtime in Form – XVIII.
 - (iv) The contractor shall issue an photo identity card to his employees.

39.0 Wages:-

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

40.0 EPF Documents to be Produced for Claiming Bills:-

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

41.0 Insurance Documents for While Claiming Bills:-

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

42.0Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020:

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

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

New Forms:

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

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

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

44.0 GENERAL:

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

SE/Civil/ETPS

SCHEDULE – A
SCHEDULE OF PRICE

SPECIFICATION NO: ENQUIRY NO. SE/Civil/ETPS/01/2026-27.DATE OF OPENING: 16.09.2026.

PROVIDING OUTSOURCING 2 NOS OF COMPUTER OPERATER/DATA ENTRY OPERATOR for CE & SE/ETPS .

Sl. No .	Description of items	Quantity tendere d in Nos.	Quantity offered in Nos.	Basic rate per Day for per Computer Operator / Data Entry Operator in Rs.	Monthly wages for per Computer Operator /Data Entry Operator in Rs	Service charges in % of Monthly wages per Computer Operator /Data Entry Operator (f). (should be less than or equal to 4.9%)		Total (f)+(h) in Rs.	GST 18 % of (i) in Rs.	EPF 13% of Rs.15000 (Maximum wage ceiling)	Total value including GST (i)+(j)+(k) per Computer Operator /Data Entry Operator in Rs.
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)in Rs.	(i)	(j)	(k)	(l)
1.	COMPUTER OPERATER/ DATA ENTRY OPERATOR	2	_____	718	21540	_____%	_____	_____	_____	1950	_____

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

SIGNATURE OF THE TENDERER

ANNEXURE-I

AGREEMENT

Nature of the work :

Registration Order No : (TNEB Reference Registration)

Period of Validation : From _____ to _____.

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

_____(with address).

Name of the Proprietor/
Partner/Director:

Father's Name :

Date of Birth/ Age :

Contact Number :

E-Mail ID :

PAN Number :

GST Number :

- (ii) I/ we have obtained the EPF code number from the Employees Provident Fund Organization. The EPF number of our company is _____.
- (iii) As a contractor of TNPDCCL/TNPGCL/TNGECL/TANTRANSCO,
 - (a) I/we would comply with all the relevant provisions stipulated in the EPF & MP Act.

- (b) I/we are responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
 - (c) I/we shall submit the necessary returns to Employees Provident Fund Organization within the stipulated time as prescribed under the said EPF Act.
 - (d) I/we shall produce the proof of payment of contribution – both Employer's and Employee's contributions made to Employees Provident Fund Organization in order to claim the bills for the respective works.
 - (e) I/we shall be fully liable to meet and fulfil all the relevant provisions of the EPF Act in respect of the execution of the Tendered work.
- (iv) In case as the contractor if I/we fail to fulfil any of the statutory provisions of the EPF Act and consequently it happens that TNPDC/ TNPDC/ TNGECL/ TANTRANSCO has to meet such requirements of the said Act or Statutory Provisions in the capacity of Principal Employer, TNPDC/TNPDC/TNGECL/TANTRANSCO shall make good such requirements out of the money due and payable to the me/us.
- (v) I/we shall submit the copy of the group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.
- (vi) I/we shall submit the copy of the accidental insurance scheme for Rs.2,00,000/- under Pradhan Mantri Suraksha Bima Yojana (PMSBY) scheme obtained through Bank/Post Office for a premium of Rs.20/- per annum for all the Computer Operator/Data Entry Operators.
- (vii) I/we agree to obtain the Labour Licence under the Contract Labour (Regulation & Abolition) Act 1970 and will intimate the TNPDC/TNPDC/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-II

UNDERTAKING TOWARDS INPUT TAX CREDIT BENEFIT

Declaration to be submitted by the bidders in Non Judicial Stamp paper of value not less than Rs.500/-

To
The Chief Engineer/ Superintending Engineer,

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 _____.

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).

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

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 TNPDCCL by way of commensurate reduction in prices and as such we hereby declare that we are extending Rs. _____ /- of _____ % as rebate in my awarded price against input tax credit benefit.

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 TNPDCCL failing which TNPDCCL may take appropriate action.

Signature of contractor with Company Seal.

Note: contractor may strike out the para not applicable

ANNEXURE-III

Declaration towards EPF remittances

Name of the contractor:

EPF 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 vide main code number_____ and _____ respectively.

2. I/We hereby declare that the EPF employee and employer contribution has been remitted for all the workers engaged for execution of the subject contract entered with TNPDCCL.

3. I/We hereby certify that there are no EPF dues to be remitted in respect of the period of execution of the subject contract and in case, any shortfall of discharging the EPF obligations is found on our part (contractor) at later date, TNPDCCL shall not be responsible for the consequent legal/financial obligations.

4. In the event of EPF 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 of the Contractor
(With name, designation, seal and company seal)

Date:

Place:

ANNEXURE-IV

UNDERTAKING FOR LEGAL PROCEEDINGS JURISDICTION THIS DEED OF UNDERTAKING EXECUTED AT CHENNAI ON THIS THE

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

TO AND IN FAVOUR OF

TAMIL NADU POWER DISTRIBUTION CORPORATION LIMITED, constituted under the Re-structuring and Transfer Scheme, 2024 having its office at NPKRR Maaligai, New No. 144, Anna Salai, Electricity Avenue, Chennai – 600 002, hereinafter called the "TNPDC" (which expression shall where the context so admits mean and include the successors in office and assigns).

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

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

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

SIGNATURE OF THE TENDERER

NAME :
DESIGNATION :
DATE :

ANNEXURE-V

UNDERTAKING TOWARDS RECOVERY OF DUES TO TNPDC/TPGCL/TNGECL/TANTRANSCO

**(TO BE FURNISHED BY THE TENDERER IN A NON-JUDICIAL STAMP PAPER
OF VALUE NOT LESS THAN Rs.500/-)**

THIS DEED OF UNDERTAKING executed at..... on
this.....day of.....by M/s
..... hereinafter called the
"TENDERER" (which expression where the context so admits mean and include
their agents, their representatives, successors in office and assigns).

TO AND IN FAVOUR OF THE TAMIL NADU POWER DISTRIBUTION
CORPORATION LIMITED, constituted under the Re-structuring and Transfer
Scheme, 2024 having its office at NPKRR Maaligai, New No. 144, Anna Salai,
Electricity Avenue, Chennai – 600 002, hereinafter called the "TNPDC" (which
expression shall where the context so admits mean and include the successors in
office and assigns).

WHEREAS the TNPDC has called for an undertaking from the Tenderer
empowering the TNPDC to recover the dues if any,

NOW THIS UNDERTAKING WITNESSETH that the TNPDC 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 TNPDC.
Further, the Tenderer hereby authorizes the TNPDC to recover any dues against
any other contract of the Tenderer with the TNPDC/TPGCL/
TNGECL/TANTRANSCO/TNEB Ltd 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.

SIGNATURE OF THE TENDERER.

In the presence of witnesses.

1. Signature

(Name in capital letters with address)

2. Signature

(Name in capital letters with address)

ANNEXURE-VI

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 TNPDCCL 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.

Date :
Place :

Authorised Signatory
(Contractor)
With Seal

ANNEXURE-VII

UNDERTAKING

Nature of the work :

Order No :

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

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

Date :
Place :

Authorised Signatory
(Contractor)
With Seal