



TAMILNADU GREEN ENERGY CORPORATION LIMITED

(Formerly TANGEDCO)

SPECIFICATION No.HE- 2525

E_TENDER SPECIFICATION FOR
ENGAGING OF 21 NOS. OF COMPUTER OPERATOR /
DATA ENTRY OPERATOR THROUGH OUTSOURCING FOR
VARIOUS OFFICES UNDER CONTROL OF
TNGECL/HEADQUARTERS, CHENNAI -2.

**(E-TENDERING Through Tamil Nadu Government
e-procurement portal)**

AUGUST-2026

OFFICE OF THE
SUPERINTENDING ENGINEER/HYDRO (ELECTRICAL)
5th FLOOR, EASTERN WING
NPKRR MAALIGAI
144, ANNA SALAI, CHENNAI - 600 002.

Service Provider :

Website for online bid submission:

<https://tntenders.gov.in> of Tamil Nadu Government e-procurement
Portal)

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TAMILNADU GREEN ENERGY CORPORATION LIMITED
SPECIFICATION NO. HE – 2525
FORWARD
INVITATION FOR BID

For and on behalf of TNGECL, e-tenders are invited under Open Tender - Two part system for the following work:

1.	Specification No.	HE – 2525
2.	Name of Work	E-Tender for engaging of 21nos. of Computer operator / Data Entry operator through outsourcing for various offices under control of TNGECL/ Headquarters, Chennai -2 as per the specifications.
3.	Method of Tender	e-Tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid and Through https://tntenders.gov.in of Tamil Nadu Government e-procurement Portal)
4.	Earnest Money Deposit (EMD)	Rs.72,000/- (Rupees Seventy Two Thousand Only). i)The Online payment Gateway has been enabled for TNGECL in TN Tenders Portal. (www.tntenders.gov.in) The payment of EMD will be carried out by the Bidders only through online payment mode. Note: As the internet banking process (NEFT/RTGS) may take some time for confirming the receipt of EMD, bidders may plan such a way to pay the EMD accordingly to avoid any delay in bank confirmation. After getting success status of EMD payment only, the bidder can submit the bid. ii) The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway . If excess or short, the tender status will be shown as invalid. iii) If submitting EMD as PEMD/ Udyam (SSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.
	Or (b) Permanent E.M.D.	: Rs. 20,00,000 Lakhs and above under revised slab at TANGEDCO/TNGECL Head Quarters on or after 03.12.2021.
5.	URL for online bid submission for e-tender	https://tntenders.gov.in
6.	Tender document download start date and time	28.08.2026 @14.00 Hrs
7.	Bid submission start date and time	29.08.2026 @17.00 Hrs
8.	Bid submission closing date and time	15.09.2026 @14.00 Hrs

9.	Date & time of opening of e-tender	16.09.2026 @14.30 Hrs
10.	Specification at website	The tender specification will be placed on TANGEDCO web site (www.tangedco.gov.in) TN Govt. Website (www.tender.tn.gov.in) and TN Govt. e-procurement portal (https://tntenders.gov.in). The prospective bidders may download the same from the web sites free of cost.
11.	Documents to be uploaded by the Tenderers during e-submission	The techno-commercial bid and Price Bid (BOQ) and all documents scanned in support of the following shall be uploaded with the bid : 1. EMD. 2. BQR 3. Schedules B , C and other documents whichever is applicable as per the tender Specification requirements.
12.	Clarification to be sought for from	The Chief Engineer/ Hydro, Tamil Nadu Generation and Distribution Corporation Ltd., 5 th Floor, Eastern Wing, NPKRR Maaligai, 144, Anna Salai, Chennai – 600 002. Ph.044-2852 0409 E-mail: cehe@tnebnet.org
13.	Place at which tender will be opened	O/o.The Superintending Engineer/ Hydro (Electrical), TNGECL, 5 th Floor/Eastern wing, NPKRR Maaligai,144, Anna Salai, Chennai-2. E-mail: sehe@tnebnet.org

NOTE:

1. EMD:

- i. In case of PEMD Holder, scanned copy of proof of PEMD along with an undertaking in lieu of EMD has to be uploaded.
- ii) In case of exemption of EMD, proof of exemption along with an undertaking in lieu of EMD and documents in support of investment held in plant and machinery has to be scanned and uploaded.
- iii) The bids not uploaded with EMD/PEMD proof **will be summarily rejected.**
- iv) In case of exemption of EMD, proof of exemption along with an undertaking on a non-judicial Stamp paper of value not less than Rs.500/- in lieu of EMD as per Annexure-I duly initialed/endorsed by the tenderer and documents in support of investment held in plant and machinery has to be scanned and uploaded.
TNGECL shall not be responsible for any delay in submission of EMD by any mode.The bids not uploaded with EMD/PEMD proof **will be summarily rejected.**
- 2.** In the event of the specified date of opening of bids being declared holiday, the bid shall be opened on the next working day at the same time and venue.
- 3.** Bid document can be downloaded free of cost and submitted online through the website <http://tntenders.gov.in> only by those bidders, who are having valid Digital Signature Certificate and the bid document cannot be purchased from the Office of the Chief Engineer/Hydro by remitting the cash in the office of the Chief Engineer and no pre request for issue of bid document will be entertained in the Office of the Chief Engineer/Hydro.
- 4.** The Contractors who had downloaded the Bid document from the website shall submit the Bid document through GOVERNMENT OF TAMIL NADU E-PROCUREMENT PORTAL Website before the scheduled time of submission. The electronic bidding systems would not allow any late submission of bids.

5. The Tenderers shall ensure whether any Clarification/Amendment/ Corrigendum is issued to the bid, before submission of their Tender, by visiting the respective Website regularly.
6. For other details, refer "**Instruction to Bidders**" in the tender document.

E-TENDERING METHODOLOGY

INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION:

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

REGISTRATION:

1. The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
2. As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the GOVERNMENT OF TAMILNADU E PROCUREMENT 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.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS /

RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
5. The completed bid comprising scanned copy of the proof for the 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 as are mentioned in the different sections in the tender document.

ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit online the requirements under EMD, 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:

- i. Bidder should log into the site well in advance for bid submission so that he/she 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.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as "Online" to pay the EMD amount as applicable and enter details of the instrument.
 - a) The online payment Gateway has been enabled for TANGEDCO in TN Tenders portal (www.tntenders.gov.in). The payment of EMD will be carried out by the Bidders only through online payment mode.
 - b) The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gateway**. If excess or short, the tender status will be shown as invalid.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The scanned copy of proof of exemption of EMD has to be uploaded. Otherwise the uploaded bid will be rejected. After confirming the payment of EMD amount /uploading the proof for Exemption only, the system will allow to submit the technical and financial bids. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process. TNGECL shall not be responsible for any delay in submission.

TNGECL shall not be responsible for any delay in submission of EMD by any mode.
- v) 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 colored (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.

- vi) 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.
- vii) 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.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) 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.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- xi) 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.
- xii) The TNGECL 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 TNGECL 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:

1. 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.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

SECTION – I
EARNEST MONEY DEPOSIT

1. Tenderer should pay the specified amount towards Earnest Money Deposit, as follows. Earnest Money Deposit: Rs.65,300/- (Rupees Sixty Five Thousand three hundred only).
2. The Earnest Money Deposit specified above should be paid through online. The online EMD payment made by the bidders will be credited to common pool account created by Finance department, Government of Tamilnadu by integrating the payment gateway services of SBI. The EMD of successful bidder alone will be credited to TNGECL's bank account and auto refund of EMD will be made to unsuccessful bidders after issue of purchase order/ Award of contract through portal. The scanned copy of proof for payment of EMD (ie. e-payment receipt) has to be uploaded.
3. The EMD will not carry any interest.
4. The Tenderers who are having valid Permanent EMD at TNGECL Headquarters for an amount of Rs.40Lakhs and above under revised slab are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

Scanned copy of Proof of PEMD(held on or after 03.12.21 only) shall be uploaded. The bids not uploaded with EMD/PEMD proof will be summarily rejected.

5. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNGECL as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller/TNGECL and upload copy of the same along with the tender.
6. Any other mode of payment of EMD other than prescribed in this specification shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.
7. Cheque will not be accepted towards EMD.
8. The following categories of industries are exempted from payment of Earnest Money Deposit.

- a. Departments of the Government of Tamil Nadu.
- b. Undertakings and Corporations owned by Government of Tamil Nadu.
- c. Labour Contract Co-operative Societies registered within Tamil Nadu.
- d. The Small Scale Industrial Units within Tamilnadu who have registered under UDYAM Portal for the tendered item shall upload UDYAM Registration certificate or any other valid registration certificate/proof as notified by the Government of India.

The Small Scale Industrial Units located **outside** the state of **Tamil Nadu** are **not eligible** for **exemption** from payment of **EMD** against Udyam Registration Certificate even though registered in Udyam Portal for tendered items.

NOTE: SSI units having provisional registration certificate are not eligible for EMD Exemption.

- 9.0 Those Tenderers who are exempted from payment of EMD (Inclusive of PEMD holders) shall upload, in lieu of EMD, an undertaking on a non-judicial Stamp paper of value not less than Rs.500/- in the form as per Annexure-I duly initialed/endorsed by tenderer to the effect to pay as penalty an amount equivalent

to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract.

The State Government, Public Sector undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract. The GST applicable for the above shall also be paid to TNGECL by the bidder.

And on non-acceptance of undertaking for exemption of EMD the offer of the bidder shall be summarily rejected.

10.0 Conditions for rejection of bids:

- a) TENDERS RECEIVED WITHOUT THIS UNDERTAKING IN LIEU OF EMD/PEMD WILL BE SUMMARILY REJECTED.
- b) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.
- c) Signature of witnesses should be affixed at the end of undertaking along with details of name and address.

11.0 Others viz. Central and Other State Government Departments, Undertakings and Corporations other than Tamil Nadu shall have to pay Earnest Money Deposit.

12.0 The tenderers shall upload the audited attested copy of Profit and Loss account/Balance Sheet along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD.

In case the investment held by them in Plant and Machinery as per their financial statement of Accounts exceeds the enhanced limits of composite criteria for classifying micro and small scale units as per MSMED Act, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager / District Industries Centre concerned, the exemption from paying EMD for SSI Units shall not be extended.

13.0 Exemption from payment of EMD to Micro & Small Industries under MSMED Act 2006:

13.1 Government of India, Ministry of MSME, vide Notification No.S.O.1364(E) dated 21.03.2025 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in "Udyam Registration Portal" to obtain an e-certificate viz. Udyam Registration Certificate.

13.2 Composite Criteria:

A composite criteria of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprises as Micro, Small and Medium. The composite criteria stipulated in the said notification are to be complied by **the micro and small industries for claiming EMD exemption.**

13.3 Classification of Enterprises:

An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely:--

- (i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed 2.5crores rupees and turnover does not exceed ten crore rupees;
- (ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed twenty five crores rupees and turnover does not exceed one hundred crores rupees; and

(iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed one hundred and twenty five crores rupees and turnover does not exceed five hundred crores rupees.

13.4 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 purposes of classification.

The bidders should submit the certificate from Chartered Accountant, along with the bids whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover.

13.5 Calculation of Investment:

The Plant and Machinery shall have the same meaning as assigned to the plant and 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 in the bid in case the bidder claims EMD exemption.

13.6 Registration of existing enterprises:

i. All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.

ii. All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.

iii. The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of March, 2022.

iv. An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

13.7 Updation 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.

- 14.0 a. The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be **SUMMARILY REJECTED**.
- i) The proof of Permanent EMD Holder.
 - ii) The attested copy of proof of exemption of EMD and documents in support of investment held in plant and machinery. The proof of exemption of EMD with an undertaking on a non-judicial Stamp paper of value not less than Rs.500/- in lieu of EMD as per Annexure-I duly initialed/endorsed by the tenderer.
- 15.0 The Earnest Money Deposit made by the tenderer will be forfeited after e-tender opening 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) The tenderer violates any of the provisions of these regulations contained herein.
 - (d) The tenderer revises any of the terms quoted during the validity period.
 - (e) In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNGECL.
 - (f) 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 of the acts listed above.

SECTION – II

BID QUALIFICATION REQUIREMENTS (BQR)

The BIDDER shall become eligible to bid on satisfying the following

"BID QUALIFICATION REQUIREMENT".

1. The tenderer should have registered their establishment under the provisions of the Goods and Service Tax Act-2017(GST) and Employer Provident Fund and Miscellaneous Provisions Act-1952 (EPF). The tenderer (contractor) should submit the proof of the registration obtained under the above acts.
2. The tenderer (contractor) should possess the valid Labour License under the Contract Labour (Regulation and Abolition) Act, 1970 pertaining to the circle/ station where the contract of Outsourcing of Computer Operator/ Data Entry Operator is to be executed.
3. The tenderer should have minimum one year experience in works contract/ contract in which labours are engaged (or) experience in executing/Outsourcing of Computer Operator/ Data Entry Operator in TNGECL 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 TANGEDCO/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.18,00,000/-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.

SECTION – III
REJECTION OF TENDERS

- I. Tender will be **SUMMARILY** rejected if
- (a) The EMD requirements are not complied with.
 - (b) Bid Qualification Requirements are not fully met.
 - (c) Received by Telex/Telegram/E-Mail/fax.
 - (d) The price bid/price schedule is indicated/ uploaded along with the technical bid, in any format.
 - (e) The details of the e-receipt do not tally with the details available in the scanned copy and the data entered during bid submission time.
 - (f) The BOQ (Price bid) file is found to be modified by the bidder.
- II. Tender is **LIABLE** to be rejected, if it is:
- a. Not covering the entire scope of work.
 - b. With validity period less than that stipulated in this specification.
 - c. Not in conformity with TNGECL's Specifications
 - d. Received from a tenderer who is directly or indirectly connected with Government Service or TNGECL Service or Service of local authority.
 - e. From any black listed Firm or Contractor.
 - f. From a tenderer whose past performance/Vendor rating is not satisfactory.
 - g. Not containing all required particulars as per Schedules.
 - h. Submission after the expiry of the due date and time.
 - i. Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
 - j. Not furnished the GSTIN in the offer.
 - k. Not furnished the HSN code in the offer.
 - l. Not furnished the separate main EPF & ESI code number
 - m. Even though the Bidder meets the qualifying criteria, they are subject to disqualification if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

SECTION – IV

GENERAL INSTRUCTIONS TO TENDERERS

- 1.1 E-tender in Two Part System (I) Technical Bid with Commercial terms but without Price Bid and (II) Price Bid will be received through e-tendering for and on behalf of TAMILNADU GREEN ENERGY CORPORATION LIMITED, herein after referred as TNGECL, so as to upload on or before the due date prescribed. All the tenders shall be uploaded and submitted strictly in accordance with the instructions set forth herein. THE TENDERERS WHO DO NOT FULFILL THE "BID QUALIFICATION REQUIREMENTS "AS PER SECTION – II NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.
- 1.2 The Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this Tender Specification.
- 1.3 The Specification is available in TANGEDCO web site (www.tangedco.gov.in) and Government web site (<https://tntenders.gov.in>)/Government website (www.tenders.tn.gov.in) and may be down loaded free of cost.
- 1.4 The tenderers who have downloaded the specification from TANGEDCO website (www.tangedco.gov.in)/ Government website (<https://tntenders.gov.in>)/Government website (www.tenders.tn.gov.in) shall ensure whether any clarification/ amendment is issued to the specification before submission of their tender, by visiting the above websites.

2.0 **SCOPE OF WORK:**

- 2.1 Engaging of 21nos. of Computer operator/ Data Entry operator through outsourcing for various offices under control of TNGECL/ Headquarters , Chennai -2 as per the specifications.

SUBMISSION OF TENDER OFFER:

The Tenderer is expected to examine all instructions terms and Schedules detailed in the Specification and submit the Schedule of prices and other required particulars in the schedules called for in this specification, only as per the formats prescribed, herein.

3.0 **QUESTIONNAIRE FILLING:**

A Questionnaire is appended as Schedule-G 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". In case, this is not filled up and signed at the bottom of each page of the questionnaire and uploaded with the offer, the Bid will be liable for rejection.

4.0. **TWO PART TENDER:**

The e-Tenders shall be in Two Parts as detailed below.

i) Part I shall contain:

- (a) Proof for payment of PEMD/ PEMD holders held on or after 03.12.21 only/ Exemption from payment of EMD & Undertaking in lieu of EMD as per Annexure-I

- (b) Documentary evidences to satisfy the Bid Qualification Requirement and all required technical and commercial documents as required in the Specification.

ii) Part II shall contain the PRICE BID (BOQ) only.

If the price bid/price schedule is indicated/ uploaded along with the technical bid, the offer will be summarily rejected.

- 4.0.1. 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 uploaded) 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 uploaded.
- 4.0.2. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 4.0.3. The tenderer should furnish the GSTIN numbers in the offer.

4.1. Modifications/Clarifications to Tender Documents:

- 4.1.1. At any time after the commencement of e-Tender and before the closing of the event, TNGECL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
- 4.1.2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the CE/Hydro/TNGECL/ Chennai-2 will clarify the same.
- 4.1.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/Hydro, TNGECL, Chennai-600 002 on the clarifications will be final and binding on the Tender.
- 4.1.4. If the tenderer finds discrepancies/omissions or any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified, in writing at least 48 Hours before opening of the tender, from the Chief Engineer/Hydro/TNGECL, 5th Floor, NPKRR Maaligai, Electricity Avenue, 144, Anna Salai, Chennai-600002. All such clarifications/ interpretations shall form a part of specification. Verbal clarifications and information obtained by the tenderer shall not in any way be binding on the Corporation. If this is not done and subsequent to the opening of the tenders, it is found that the doubt about the meaning or ambiguity in the interpretation of any of the terms and conditions stipulated in the specification are raised by the tenderer, either in this tender or by a separate letter, the interpretation or clarification issued by the Chief Engineer/Hydro, Tamil Nadu Green Energy Corporation Limited, Chennai – 2 on such of those terms and conditions of the Tender Document as may be raised by the tenderer shall be final and binding on the tenderer.
- 4.1.5. All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.

- 4.1.6. All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.
- 4.1.7. The offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 4.1.8. Tenderer shall bear all costs associated with the participation in the e-Tender, and the PURCHASER will in no case be responsible or liable for these costs.
- 4.1.9. No offer shall be withdrawn by the tenderer in the interval between the deadline for submission and the expiry of the period of validity specified/extended validity of the tender offer.
- 4.1.10. The Tenderers are requested to furnish the exact location of their factories with detailed postal address, Pin Code, Telephone and Fax Nos., e_mail etc., in their tender so as to arrange inspection by the Corporation if considered necessary.
- 4.1.11. It will be the responsibility of such tenderer to fully be informed himself of all local conditions and factors which may have any effect on the equipments/materials/execution of works covered under these specification and documents.
- 4.1.12. It must be understood and agreed that such factors are properly investigated and considered while submitting the proposals. No claim for financial adjustment to any tender awarded under this specification and document will be permitted by the TNGECL. Neither any change in the time schedule of the tender nor any financial adjustment arising thereof shall be permitted by the TNGECL, which are based on the lack of such clear information or its effect on the cost of the "supply" to the tenderer.
- 4.1.13. Tenders received from Agents will not be considered.
- 4.1.14. In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.

4.2. QUOTATION OF RATES:

- 4.2.1. Rates should be quoted figures i.e., integers only.
- 4.2.2. Offers giving lump sum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.

4.3. PRINTED TERMS AND CONDITIONS IN TENDERS:

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

4.4. INCOMPLETE TENDERS:

Tender, which is incomplete, obscure or irregular is liable for rejection.

5.0. TENDER OPENING:

5.1. OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I): (EMD & all other documents without Price Bid)

- 5.1.1 The Tender offers except price bid will be opened electronically at 14.30Hrs. on the date notified at the Office of the Superintending Engineer/Hydro (Electrical), 5th Floor, Eastern Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600 002, through <https://tntenders.gov.in> at scheduled date and time and this could be viewed by bidders online on the date and time mentioned as above.
- 5.1.2 In all cases, the amount of bid security and validity of the bid shall be scrutinized. Receipt of original instrument of bid security shall be confirmed by the Employer. Thereafter, the bidders' names, the presence or absence of Bid security and such other details as the Employer may consider appropriate, will be recorded as bid opening summary and the same will be uploaded on the e-procurement portal after techno commercial bid opening.
- 5.1.3. If the date set for tender opening happens to be a holiday, the tenders will be opened on the succeeding working day without any changes in the timings indicated.

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

- 5.2.1 The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.
- 5.2.2 The Bidders names, the Bid prices and such other details as the Employer may consider appropriate, will be recorded as bid opening summary and uploaded by the Employer on the e-procurement portal. Any bid price, which is not submitted through the e-procurement system, will not be taken into account in Bid Evaluation.
- 5.2.3 If the date set for tender opening happens to be a holiday, the tenders will be opened on the succeeding working day without any changes in the timings indicated.

6.0. INFORMATION REQUIRED AND CLARIFICATIONS:

- 6.1. In the process of examination, evaluation and comparison of tender offers, the TNGECL may at its discretion, ask the Tenderer for a clarification of his 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.
- 6.2 The TNGECL will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 6.3 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after

the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

- 6.4 After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.
- 6.5 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 TNGECL for rejection of his offer. The TNGECL 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 TNGECL.

7.0. PROCESS TO BE CONFIDENTIAL:

- 7.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

8.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 8.1. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria, (b) has been properly signed, (c) is accompanied by the required securities and documents and (d) is substantially responsive to the requirements of the Bidding documents.
- 8.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 8.3. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

9.0. CORRECTION OF ERRORS:

The e- Procurement system automatically calculates the total amount from the unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

10.0 EVALUATION AND COMPARISON OF TENDER OFFERS:

- 10.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.
- 10.2 The tender offers received for consideration will be examined to determine whether they are in complete shape, all required data have been furnished, the tender offer is properly signed and are generally in order and whether the tender offer conforms to all the terms and conditions of the Tender document without any deviation.
- 10.3 For the purpose of evaluation of the tender offers, the following factors will be taken into account for arriving at the evaluated price.
- a) The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code (Harmonised System of Nomenclature Code).
 - b) The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price of material + Packing & Forwarding+ Freight & Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.
 - c) 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 bidders are only within the State or bidders are within the State and outside TN.
- 10.4 Tenderers shall quote for all the tendered items to have a composite offer for evaluation.
- 10.5 The offers will be evaluated as a whole package.
- 10.6 The price quoted for the works will be arrived at as detailed in Clause 10.03. From this arrived rates, the lowest offer will be considered.
- 10.7 **Tie breaker:** When more than one bidders (L1 bidders) have quoted same value (same 5% of service charges) during bid submission and accepted in financial evaluation, TNGECL is allowed to initiate for price bid resubmission for tie break.
- 10.8 The bids will be evaluated based on the lowest quoted percentage for Service Charges.
- i) If more than one tenderer have quoted the lowest rate, same percentage for service charges and the amount in rupees TNGECL 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.

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

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

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

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

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

10.13) 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.

10.14) 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).

10.15) 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.

10.16) Negotiation on the L1 bidder will be done by the TNGECL.

11.0 VALIDITY:

11.1 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.**

11.2 Further, the tenderer shall agree to extend the validity of the bids without altering the substance and prices of the bid for further periods, if any required by the TNGECL.

12.0 RIGHTS OF THE TNGECL:

Notwithstanding anything contained in this specification, the TNGECL reserves the right to:

(a) Accept the lowest tender.

(b) Revise the quantities at the time of placing orders to the extent of + or – 25%.

(c) to vary the completion period/delivery period based on the requirement and contingencies at the time of placing the purchase order

(d) Reject any or all the tenders or cancel without assigning any reasons thereof.

- (e) Recover losses if any sustained by TNGECL, from the successful tenderer who pleads his inability to supply and backs out of his obligation after award of contract. The Security Deposit cum performance guarantee paid shall be forfeited in such cases.
- (f) To cancel the orders for not keeping up the delivery schedule.
- (g) To split the tender quantity & place orders on one or more than one firm to meet the delivery requirement.
- (h) After negotiation with the tenderer and before placing the order accepting the tender, if the tender accepting authority decides that the price quoted by such tenderer is high, the tender is liable for rejection
- (i) To Relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the TNGECL.
- (j) The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TNGECL the bidder is found not qualified to satisfactorily perform the contract.

NOTE :-

In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNGECL.

13.0 DEVIATIONS:

- 13.1 The tenderer shall furnish, if there are any deviations in the specification in the Schedule C Annexed. Deviations mentioned elsewhere other than Schedule C will not be considered. If no deviations are furnished in said schedules, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly, if any deviations are furnished in the said schedules, it will be construed that these are the only deviations and the tenderer is accepting all other terms of the specification and the offer will be taken for evaluation accordingly.
- 13.2 THE OFFERS OF THE TENDERERS WITH DEVIATIONS IN COMMERCIAL TERMS AND TECHNICAL TERMS OF THE TENDER DOCUMENT ARE LIABLE FOR REJECTION.
- 13.3 NO ALTERNATE OFFER WILL BE ACCEPTED.
- 13.4 Any attempt by any tenderer to bring/ to bear extraneous pressure on Tender Accepting Authority shall be sufficient reasons to disqualify the tenderer.

14.0. BAR OF JURISDICTION:

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

15.0. APPEAL:

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

16.0 PERMANENT ACCOUNT NUMBER (PAN) & GSTIN REGISTRATION NUMBER

The tenderers are requested to furnish the Permanent Account Number and **GSTIN** Registration number in their offer.

17.0 The tenderer who is an industrial company shall state clearly whether the company is a potentially sick Industrial Company in terms of Section 23 or 25 of the sick Industrial Companies act 1985.

SECTION- V

GENERAL

1.0 SCOPE:

The Specification covers the engaging of 21nos. of Computer operator / Data Entry operator through outsourcing for various offices under control of TNGECL/ Headquarters, Chennai -2.

2.0 LOCATION:

The work will be in the office of the Superintending Engineer/ Office of the Chief Engineer/Hydro, Establishment works of O/o. SPO/Admin./TNGCEL and Office of the Superintending Engineer /Hydro (EI), Chennai – 2.

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 TNGECL has been registered as a dealer under GST Act 2017 **(Registration No. 33AAKCT7634G1Z6).**

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 TNGECL 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 TNGECL.
- 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 TNGECL 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. TNGECL will deduct income tax at source at appropriate rate as applicable for the contract and will be remitted to the Government of India. TNGECL 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.

1. O/o the Chief Engineer / NCES, Chennai - 5Nos.
2
2. O/o the SE/ Civil /PD & Co-ordination, 4 nos.
Chennai -2
3. Admin wing/TNGECL , chennai -2 7nos.
4. Accounts Branch/TNGECL , Chennai-2 3nos.
5. O/o the Chief Engineer /DRIP, Chennai -2 2nos.

Total

21 Nos.

10.2 Computer Operator with the qualification of Pass in Degree B.Sc., Computer science as Main subject with typing knowledge / 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 Computer Operator with the qualification of Pass in Degree B.Sc., Computer science as Main subject with typing knowledge / 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 TNGECL 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 TNGECL. 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 TNGECL.
- (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 BimaYojana (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 TNGECL.
- (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 TNGECL 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) 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 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 TNGECL 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. TNGECL 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 TNGECL 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 TNGECL to provide Computer Operator/Data Entry Operator to the above designated offices in TNGECL 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 TNGECL 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/TNGECL, Chennai- 600002 or in favour of Superintending Engineer / Hydro/Chennai-02.

- 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 TNGECL 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 TNGECL'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 TNGECL if necessary, without any prior notice. Further, TNGECL 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 TNGECL 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 TNGECL 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 TNGECL under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TNGECL, 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 no-fulfillment of this contract or any other contract, will be recovered from Security Deposit held or any other amount due to the contractor from the TNGECL.

20.0 RECOVERIES OF DUES:

The TNGECL 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 TNGECL.
- b. To recover any dues against any other contract of the contractors with TNGECL, 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 TNGECL.

22.0 CONTRACT AGREEMENT:

The successful tenderer shall execute the contract agreement with TNGECL for the above work. The Contract agreement (Annexure I) shall be made with the Senior Personnel Officer/ Admin/TNGECL/ Chennai -02 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 TNGECL.

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 TNGECL 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 **1(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 TNGECL 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 TNGECL 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 TNGECL 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 TNGECL 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 TNGECL 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 TNGECL has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNGECL 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 TNGECL.

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 TNGECL 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 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.

37.0 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 takes up works contract for TNGECL 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 TNGECL 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 TNGECL 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 TNGECL 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.

38.0 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.

39.0 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.

40.0 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 BimaYojana (PMSBY) scheme obtained through Bank/Post Office for a premium of Rs.20/- per annum for all the Computer Operator/Data Entry Operator.

41.0 Tamil 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)

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

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.

43.0 GENERAL:

TNGECL or Authority will have the right to relax or waive any of the conditions stipulated in this enquiry wherever deemed necessary.

SECTION – VI
FORMATS
SPECIFICATION NO.HE- 2525

SCHEDULE - 'A' - PRICE SCHEDULE
(To be filled ONLINE by the Tenderer)

Name of the work: Engaging of 21 Nos. of Computer operator / Data Entry operator through outsourcing for various offices under control of TNGECL / Headquarters , Chennai-2 as per the specifications.

S. No.	Item Description	Quantity tendered in Nos	Service charges in % of Monthly wages per Computer Operator/Data Entry Operator. (Should be less than or equal to 4.9%) –(to be filled by Bidder)	Service charges in Amount of Monthly wages per Computer Operator/Data Entry Operator Rs.	Basic rate per Day for per Computer Operator/Data Entry Operator in Rs.	Monthly wages for per Computer/Operator/Data Entry Operator in Rs.	Total monthly wages in Rs	GST 18% of in Rs.	EPF 13% of Rs. 15000 (Maximum wage ceiling)	HSN/SAC code (to be filled by bidder)	Total monthly value including GST per Computer Operator/Data Entry Operator in Rs.	Total Annual value including GST for 21Nos. Computer Operator/Data Entry Operator in Rs.
1	2	3	4	5	6	7	8	9	10		11	12
1	Engaging of 21 nos. of Computer operator / Data Entry operator through outsourcing for various offices under control of TNGECL, HQ, Chennai -2	21			718.00	21540.00			1950.00			

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 tendered quantity**
4. The service charges should be quoted as percentage of basic wage /cost per day for the Computer operator
5. Service charges shall be expressed upto 1/10th of decimal places (0.10%) in percentage

COMPANY SEAL
DATE

SIGNATURE
DESIGNATION
COMPANY NAME

PREVIOUS WORK ORDERS EXECUTED

SCHEDULE -B

Sl No	Name & Address of the Organization incl. other SEBs	Name of works	WCT No. & Date	Qty	Value of order in Rs. Lakhs FOR (D) Price **	Schedule date of completion of Order	Actual date of Completion of Order	Whether PO Copy is Enclosed (Yes/ No)	Whether End User Certificate Copy is Enclosed (Yes/ No)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

** Split up details such as Ex-works Price, GST FOR (D) per each may be enclosed separately.

NOTE:

1) Copies of orders received shall be enclosed.

COMPANY SEAL

DATE _____

SIGNATURE

DESIGNATION

COMPANY NAME

SCHEDULE – C
SPECIFICATION NO.HE -2525
DEVIATION FROM THE SPECIFICATION

All deviations from the specification shall be filled in by the tenderer, clause by clause, in the Schedule.

SECTION NO	CLAUSE NO	DEVIATION

The tenderer hereby confirms that the above mentioned are the only deviations from the Specification and the tender conforms to the specification in all other respects.

COMPANY SEAL

DATE

SIGNATURE

DESIGNATION

COMPANY NAME

ANNEXURE-I

AGREEMENT

Nature of the work :

Service Contract order No. :

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 TNGECL,

(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 fulfill 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 fulfill any of the statutory provisions of the EPF Act and consequently it happens that TNGECL has to meet such requirements of the said Act or Statutory Provisions in the capacity of Principal Employer, TNGECL 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 TNGECL. 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).

SPO/ Admin/TNGECL/
Chennai-02

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 turn over 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 sec171 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 TNGECL 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 TNGECL failing which TNGECL 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

(This declaration should be submitted by the contractors for the respective works along with the agreement).

Name of the contractor:

EPF Main code number:

Nature of the work:

Contract/K2agreementNo:

1. I/We here by 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 will be remitted for all the workers engaged during the execution of the subject contract entered with TNGECL.

3. I/We here by certify that EPF dues will be remitted then and there during 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, TNGECL shall not be responsible for the consequent legal/financial obligations.

4. In the event of EPF obligations are found on our part (contactor) 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 "BIDDER" (Which expression where the context so admits mean include
their agents, Representatives, Successors – in – office and Assigns).

TO AND IN FAVOUR OF

Tamil Nadu Green Energy 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 "TNGECL"(which
expression shall where the context so admits mean and include the successors in office
and assigns).

WHEREAS the TNGECL 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,
them 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 Bidder has signed this deed in the day, month and year herein before first
mentioned.

SIGNATURE OF THE BIDDER

NAME :
DESIGNATION :
DATE :

ANNEXURE-V

UNDERTAKING TOWARDS RECOVERY OF DUES TO TNGECL

**(TO BE FURNISHED BY THE BIDDER 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
"BIDDER" (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 Green Energy Corporation Limited
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 "TNGECL" (which expression shall where the context so admits
mean and include the successors in office and assigns).

WHEREAS the TNGECL has called for an undertaking from the Bidder
empowering the TNGECL to recover the dues if any,

NOW THIS UNDERTAKING WITNESSETH that the TNGECL is empowered to
recover any dues against this contract in any bills / Security Deposit /E.M.D. due to
the Bidder either in this contract or any other contracts with the TNGECL. Further, the
Bidder hereby authorizes the TNGECL to recover any dues against any other contract
of the Bidder with the TNGECL with the available amount due to the Bidder against
this contract.

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

SIGNATURE OF THE BIDDER.

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).

Name of the contractor:

EPF Main code number:

Nature of the work:

Contract/K2agreementNo:

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 TNGECL 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 - VII

UNDERTAKING FOR BILL CLAIM

Name of the contractor:

EPF Main code number:

Nature of the work:

Contract/K2agreementNo:

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

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, TNGECL shall not be responsible for the consequent Legal/Financial obligations.

Authorised Signatory
(Contractor) With Seal

Date :

Place:

STATUS IN THE COMPANY
(AFFIX SEAL OF THE COMPANY)

ANNEXURE -VIII

DECLARATION FORM

SPECIFICATION NO.HE - 2525

UNDERTAKING IN LIEU OF PAYMENT OF EMD

(To be furnished in non-judicial stamp paper of value not less than Rs.500/-)

THIS UNDERTAKING executed at on this the day of.....month of Two thousand and twenty five by M/S.a company registered under companies Act 1956, having its registered office at herein-under, called the "Tenderer" to & in favour of the TNGECL, a body corporate incorporated under Companies Act, 1956, having its office at 144, Anna Salai, Chennai- 600 002, represented by herein after called the 'TNGECL'.

WHEREAS the contract is for the supply/erection/construction etc. in terms of the Tender Specification NO.....dated

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 TNGECL to accept an undertaking in lieu of payment in cash of the E.M.D. AND WHEREAS the TNGECL has accepted the request of the tenderer subject to executing an undertaking to pay to the TNGECL 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 TNGECL having agreed to accept an undertaking from the tenderer in lieu of payment of Earnest Money Deposit in cash, the tenderer undertakes to pay the sum of Rs..... (Rupees only) immediately when a demand is raised by the TNGECL 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 terms quoted during the validity period, without specific request by the TNGECL.
- iii) If he violates any of the conditions of Tender Specification No.

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 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 expressions, 'tenderer' and 'the TNGECL' 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:

1.

Signature

NAME IN BLOCK LETTERS

Signature with names and addresses.

SEAL OF THE COMPANY

All other terms and conditions remain unaltered. For complete details of the tender please visit the following websites.

(www.tangedco.gov.in)

(www.tenders.tn.gov.in)

(<https://tntenders.gov.in>)

ANNEXURE - IX
SPECIFICATION NO.HE - 2525

GUARANTEE IN RESPECT OF SECURITY DEPOSIT CUM PERFORMANCE PAYABLE BY THE TENDERER STAMP PAPER VALUE RS.500/-

THIS DEED OF GUARANTEE MADE AT CHENNAI this daymonth of Two thousand and twenty five between the. (hereinafter called "The Bank") of the one part and the Tamil Nadu Green Energy Corporation Limited, a body corporate incorporated under Companies Act, 1956, having its registered office at 144, Anna Salai, NPKRR Maaligai, Chennai – 600002 (hereinafter called the Purchaser) of the other part:

WHEREAS (hereinafter called "the Contractor") have by virtue of the contract entered into with the Purchaser as per WCT No. agreed with the Purchaser to supply in accordance with the terms and conditions contained therein:

AND WHEREAS the Purchaser in his WCT No. . . . has directed the Contractor to pay a sum of Rs. . . . /- (Rupees only) as Security Deposit cum performance Guarantee.

AND WHEREAS the contractor has requested the Purchaser to accept the Bank guarantee in lieu of Security Deposit cum performance Guarantee in cash:

AND WHEREAS the Purchaser has agreed to accept the Bank Guarantee from a Scheduled Bank towards 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 contained in WCT. No.

.

NOW THE DEED WITNESSESS AS FOLLOWS:-

1) IN consideration of the Purchaser having agreed to accept a Bank Guarantee from a scheduled Bank towards Security Deposit cum performance Guarantee for a sum equivalent to Rs. /- (Rupees only), the Bank do hereby guarantees that if the Contractor fails to perform the contract in accordance with the specification and conditions of the contract as subsequently amended, the Bank shall pay forthwith to the purchaser such amount or amounts as per Bank may be called upon to pay by the Purchaser:

PROVIDED that the liability of the Bank under this Deed shall not at any time exceed the said Guaranteed 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 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 WCT.

3) The Guarantee herein contained shall remain in force till the terms and conditions of the WCT No. . . . have been fully and properly carried out by the said Contractor and in any case, the Guarantee shall not hold good after the

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 condition relating to the said contract and the bank shall not be relieved of its liability by reason of any such variations or extensions being granted to the said contractor or by reason of any forbearance, 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 whatsoever which under the law relating to sureties would but for these provisions have the effect of so relieving the 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", "Purchaser" and "Contractor" herein before used shall include their respective successors and assigns:

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs. /- (Rupees only)
- ii) This Bank Guarantee shall be valid upto
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

IN WITNESS WHEREOF Thiru. 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.
- 2.