

TAMILNADU TRANSMISSION CORPORATION LIMITED
TRICHY, TAMILNADU



Tender Specification No: CE/SO/TRY/LT-11/2024-25, date 17.10.2024

Due date and time for submission of Tender: 25.10.2024 at 14.00 Hrs.

LIMITED TENDER

Name of Work: Supply of man power 1 No. Computer Operator/ Data Entry Operator to carry out day to day (Typing) data entry works for a period of two years from the date of utilization, through works contract, for O/o Chief Engineer /System Operation / Trichy.

Office of the
Chief Engineer / System Operation, TANTRANSCO, TNEB Campus,
Mannarpuram, Trichy 620 020.

E - Mail: cesotry@tnebnet.org

INSTRUCTION TO BIDDERS FOR SUBMISSION OF BIDS

Bidders are requested to read the terms & conditions of this tender before submitting their bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify for the tender. In this document the terms "bidders" and "vendors" mean the one and same.

- 1) Bidder should take into account any corrigendum communicated on the tender document before submitting their bids.
- 2) Please go through the tender advertisement 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 should prepare the EMD as per the instructions specified in the tender document.
- 4) The original bid should be posted / couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 6) Bidders should quote the rates only in the format "Schedule – A" enclosed (Price Bid).
- 7) Tender should be sent in 'Double Cover' system. The Price Bid should be put in a sealed cover (Inner Cover) and superscribed as "Price Bid" with specification number and name of work. The other relevant documents as prescribed in the specification, EMD particulars along with the Price Bid Cover should be kept in the outer cover. The outer cover should be superscribed as "Quotation" with specification number, name of work and due date and sent to the following address by courier / post or in person.

The Chief Engineer/System Operation,
TANTRANSCO, TNEB Campus, Mannarpuram, Trichy – 620 020.

- 8) Receipt of this enquiry may be acknowledged.

TAMIL NADU POWER DISTRIBUTION CORPORATION LTD.

TENDER NOTICE

1) Tender Specification No.	CE/SO/TRY / LT-11/ 2024-25, Dt.17.10.2024
2) Name of the Work	Supply of man power 1 No. Computer Operator/ Data Entry Operator to carry out day to day (Typing) data entry works for a period of two years from the date of utilization, through works contract, for O/o Chief Engineer /System Operation / Trichy.
3) Period of Contract	Two years from the date of commencement of work or expiry of face value of contract whichever is earlier
4)Met 5) 6)hod of Tender	Limited Tender – Two Cover System
7) Earnest Money Deposit (EMD)	Rs. 4900 /- (Rupees Four thousand and Nine Hundred only) to TANTRANSCO's Account The Earnest Money Deposit may be paid by Demand Draft or should be in the form of NEFT/RTGS or by way of account transfer, in favour of Superintending Engineer /Operation /Trichy Account No: - 31043468707 Name of Bank : - STATE BANK OF INDIA/TRICHY IFSC Code: SBIN0000930
8) Due date and time for receipt of tender	25.10.2024 @ 14:00 PM
9) Date and time of opening of tender	25.10.2024 @ 15:00 PM
10) Documents to be submitted by the Tenderers during bid submission	Schedule A, Annexures I, II, III, IV and other documents whichever is applicable
11) Clarification to be sought from	Chief Engineer/System Operation, TANTRANSCO, TNEB Campus, Mannarpuram, Trichy – 620 020. Email : cesotry@tnebnLT.org
12) Place at which tenders will be opened	Office of the Chief Engineer/System Operation, TANTRANSCO, TNEB CAMPUS, MANNARPURAM, TRICHY - 20.
13) Validity of the offer	90 days from the date of scheduled tender opening date

EARNEST MONEY DEPOSIT

1. EMD of **Rs. 4900 /- (Rupees Four thousand and Nine Hundred only) shall be paid by Demand Draft** or in the form of NEFT/RTGS or by way of account transfer **in favour of SE/Operation/ Trichy.**

Account No: - 31043468707
Name of Bank : - STATE BANK OF INDIA/TRICHY
IFSC Code: SBIN0000930

2. The Earnest Money Deposit specified by Demand Draft or should be in the form of NEFT/RTGS or by way of account transfer as mentioned above for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be sent. The EMD amount (DD) has to be received in TANTRANSCO account **EMD amount received beyond tender closing time will be summarily rejected.**
3. The Earnest Money Deposit will not carry interest.
4. The Earnest Money Deposit will be refunded to the unsuccessful tenderer on application to the Chief Engineer/System Operation/Trichy after intimation of the rejection / non acceptance of their tender is sent to them.
5. The following categories of Industries are exempted from payment of EMD:
 - SSI Units located inside the state of Tamil Nadu registered under Udyam portal for the tendered item (clearly mentioning NIC Code No 82192, 82199 and major activity as SERVICES)
 - i) Departments of the Government of Tamil Nadu.
 - ii) Undertakings and Corporations owned by the Government of Tamil Nadu.
 - iii) Labour Contract Co-operative Societies of Tamil Nadu
 - iv) The Tenderers who are having valid Permanent EMD with TANTRANSCO.

Micro/SSI units located **within the state of Tamil Nadu** are exempted from payment of EMD, only against production of **UDYAM** registration certificate for the tendered item (clearly mentioning NIC Code No 82192, 82199 and major activity as SERVICES) and shall upload Udyam Registration Certificate as proof of eligibility for exemption from payment of EMD.

The SSI Units located outside the state of Tamil Nadu are not eligible for exemption from payment of EMD even though registered in udyam portal for tendered items.

Micro / SSI units having provisional registration certificate are not eligible for exemption.

Those tenderers who are exempted from payment of EMD either against PEMD or SSI units located within state of Tamil Nadu shall furnish an **undertaking in lieu of EMD** and shall upload a scanned copy of the undertaking in lieu of EMD in the form as per **Annexure-II** 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 shall 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.

- a) In case of tenderers exempted from payment of EMD, the undertaking in lieu of EMD shall be uploaded along with the tender.
- 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.

The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.

1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
2. If he revises any of the terms quoted during the validity period.
3. If he violates any of the conditions of the tender specification.

Government of India, Ministry of MSME Notification :

Government of India, Ministry of MSME, vide notification No.S.O.2119(E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in Udyam RegistrationPortal to obtain an e certificate Viz. Udyam Registration certificate calculation of turnover, calculation of investment, Registration of existing Enterprises and Updation and transition period in classification. The above notification may be adhered to by the tenderers and TANTRANSCO will adopt the guidelines issued therein in evaluation of bids submitted by the tenderers.

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 one crore rupees and turnover does not exceed five crore rupees;
- ii) A small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- iii) A medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

Registration of existing enterprises:

- i) All the existing enterprises shall register under Udyam Registration.
- ii) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall also register itself under Udyam Registration.

Others viz. Central and other State Government Departments / Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

- 2.9 The MSME units of Micro and Small category within Tamil Nadu shall upload Photocopy of UDYAM Registration certificate for the tendered item, as a proof of eligibility for exemption from payment of EMD.

The firm registered in Udyam Portal under Medium Scale is not eligible for exemption of EMD.

The tenderers shall upload the audited, attested copy of Profit and Loss account/ Balance Sheet and Investment value in Plant and Machinery certified by a Chartered accountant along with the proof for exemption from payment of EMD. If the above documents are not furnished along with the proof of exemption of EMD and Undertaking, the tenders will not be evaluated.

In addition to uploading the EMD documents as above, the **original Bank Guarantee towards EMD as applicable** shall be submitted at the office of CE/SO/TRICHY within 3 working days after tender opening either through speed post/courier/in person to the tender inviting authority failing which offer will be **summarily rejected**.

After confirming the EMD paid amount / Exemption uploaded, then only the system will allow to submit the technical and financial bids.

- 5.1 The above institutions / industries are the only categories exempted from the payment of Earnest Money Deposit. SSI units having provisional registration certificate are not eligible for exemption.

6.0 The Bidders are informed that mere uploading of bid by the bidder who is exempted from EMD payment shall be considered as token of acceptance of the bidder to pay as the amount equivalent to EMD together with costs if any in the event of non-fulfilment of the condition stipulated in the tender specification i.e., in all cases EMD paid will be forfeited.

6.1 Having examined the tender specification together with schedules attached, the bidder is deemed to accept to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfilments of conditions stipulated in the tender specification i.e., in all cases where EMD paid will be forfeited.

7.0 Small Scale Industries furnish duly attested Photostat copy of their Registration Certificate showing the subject materials specifying capacity which they are permitted to manufacture/activity of services rendered and the period of validity of the certificate along with the **attested copy of audited Profit and Loss Account, Balance sheet** as proof of eligibility for exemption from payment of EMD as specified in clause 5.

- 8.0 Those tenderer who are exempted from payment of E.M.D shall furnish the attested photocopy of their registration certificate or Entrepreneur Memorandum Part-II and acknowledgement issued by District Industries Centres concerned for the Entrepreneur Memorandum Part-II along with the list of materials manufactured/activity of services rendered duly attested by a Gazetted officer showing the subjects materials with capacity which they are permitted to manufacture/activity of services rendered and the period of validity of the certificate as proof of eligibility for exemption from payment of EMD. On any account the Entrepreneur Memorandum Part-I and acknowledgement obtained for Part-I shall not be considered for extending exemption from paying Earnest Money Deposit.
- 9.0 Government of India, Ministry of MSME, vide notification No.S.O.2119(E) dated 26.06.2020 and notification No..S.O.2347€ dated 16.06.2021 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 e-certificate viz. UDYAM Registration certificate. As per this notification, 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 one crore rupees and turnover does not exceed five crore rupees;
 - (ii) A small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
 - (iii) A medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.
10. The scanned copy of the following should be sent by the tenderer during

bid submission for payment of EMD failing which the offer will be summarilly rejected.

i) The e-receipt of payment of EMD through NEFT/RTGS or scanned copy of Demand Draft

(or)

ii) The proof for exemption of EMD in complete shape ie., attested copy of Registration Certificate

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

- (a) he withdraws his tender or backs out after acceptance.
- (b) he withdraws his tender before the expiry of validity period stipulated in the specification.
- (c) he fails to remit the Security Deposit.
- (d) he violates any of the provisions of these regulations contained herein.
- (e) he revises any of the terms quoted during the validity period.
- (f) the documents furnished with the offer being found to be bogus or the documents contain false particulars.

REJECTION OF TENDERS

I. Tenders will be **SUMMARILY** rejected if

- a) The EMD requirements are not complied with.
- b) The Bid Qualification Requirement items as stipulated in Section II are not satisfied.
- c) The rates are not quoted in the Price Schedule format.
- d) The tender is received through Consortium or Joint Venture.
- e) Documents furnished by the Tenderers along with their offer is found to be bogus or contain false particulars.

II. Tender is **LIABLE** to be rejected, if:

- a) The tender is not covering the entire scope of the tender.
- b) The tender is not in the prescribed form of two cover system.
- c) The tender is not properly signed by the tenderer.
- d) The **Schedules** are not signed and enclosed.
- e) The tender is with validity period less than that stipulated in this specification.
- f) The tender is not in conformity with TANTRANSCO's Commercial terms and Technical Specifications.
- g) The tender is received from a tenderer who is directly or indirectly connected with Government Service or TNEB / TANTRANSCO / TANTRANSCO Service or services of local authority.
- h) The tender is from any black listed Firm or Contractor.
- i) The tender is received by Telex / Telegram / E-Mail/ Fax.
- j) The tender is from a tenderer whose past performance / Vendor rating is not satisfactory
- k) The tender is received after expiry of the due date and time of tender opening.
- l) The tender does not conform to TANTRANSCO's specification.

SPECIFICATION NO. CE/SO/TRY/LT-11/ 2024-2025, Dt.17.10.2024

Scope: Supply of man power 1 No. Computer Operator/ Data Entry Operator to carry out day to day (Typing) data entry works for a period of two years from the date of utilization, through works contract, for O/o Chief Engineer /System Operation / Trichy.

RECEIPT OF TENDER:

For and on behalf of and by the order and direction of TANTRANSCO sealed tenders under Limited tender system superscribed as **SPECIFICATION No: CE/SO/TRY/LT-11 /2024-25** are invited for the following Works;

Supply of man power 1 No. Computer Operator/ Data Entry Operator to carry out day to day (Typing) data entry works for a period of Two years from the date of utilization, through works contract, for O/o Chief Engineer /System Operation / Trichy.

Tender for the above work will be received by the **Chief Engineer/System Operation/Trichy** up to 14:00 Hrs **on 25.10.2024** and opened at 15.00 Hrs on the same day (ie) 25.10.2024 or the next working day if it happens to be a declared holiday.

The tenders received after the due date and at the time specified will be summarily rejected.

The Earnest Money Deposit payable for this work is **Rs. 4900 /- (Rupees Four thousand and Nine Hundred only)** and should be remitted either in DD or in the form of NEFT/RTGS or by way of account transfer, in favour of Superintending Engineer /Operation /Trichy, payable at TRICHY, and the details for having remitted the amount should be enclosed with the tender.

The work spot will be at O/o **Chief Engineer/System Operation/Trichy, Mannarpuram, Trichy.**

INSTRUCTIONS TO THE TENDERER FOR SUBMISSION OF TENDER:

Tenders shall be submitted in a sealed envelope after duly filling in all the particulars called for as per specification.

Tender will be received up to the time and date mentioned. Tenders received after the due date and time will be not be opened or accepted.

Each page of the tender document shall be signed with date in ink by the tenderer as a token of having examined the same. Any corrections in the rates entered in the schedule of quantities shall also be signed and dated by the tenderer in ink before submitting the tender. Non-compliance with this condition will make the tender liable for rejection.

The tender prices and rates must be filled in the schedule of quantities as per **schedule –A** and these received in any other form will not be accepted.

Documents to be submitted along with the tender schedule:

- 1) Duly filled in schedule A with GST particulars
- 2) Proof of registration of GST
- 3) PAN copy Xerox
- 4) Proof of having paid the income tax (previous year copy)
- 5) Payment of EMD
- 6) validity of the quotation to be specified
- 7) Proof of registration of ESI and EPF to be furnished in the quotation
- 8) Past experience of Supply for typing works in concerned circle or region. Copies to be enclosed

Tender shall be accompanied by a covering letter in which tenderer may furnish any information which he wishes to considered along with his tender.

The Tendered shall furnish his Permanent Account Number (PAN) obtained from the Income Tax Department in the Tender Schedule and GST NUMBER.

NOTE TO TENDERS:

It shall be definitely understood that the TANTRANSCO does accept any responsibility for the correctness of a schedule or completeness of a schedule attached and that this schedule is liable for alterations by omissions or additions at the discretion of the **Chief Engineer/System Operation/Trichy** or by his authorized representatives as set forth in the conditions of contract.

He should quote specific rate for each items in the schedule and the rates should be in rupees and paisa. The rate should be written legible and free from erasures. Overwriting or erroneous figures, corrections, wherever unavoidable, should be made by crossing and initialing dating and re-writing. The rate should be written, both in figures and words. In case of any

difference between the rates quoted in figures and words the rate which is advantageous to the board will be taken to finalise the tender and the work will be awarded accordingly.

Tenderers are requested to see that the entire schedule is filled up without any omissions.

The alterations which are made by the tenderer in the contract form, the conditions of Contract, the specifications or quantities accompanying the same will not be Recognized and if any such alterations are made the tender will be void. Tenders not Submitted in the Board's schedule of quantities will not be considered. The rate quoted should be furnished both in figures and words and any correction in the rate shall be attested by the person signing the tender offer.

If there is any difference in value between the figures and words the lowest rates quoted either in words in figures whichever is advantageous the Board will be taken in to account.

OPENING OF TENDER :

The eligible tenders will be opened **at 15.00 Hrs on the same day i.e. 25.10.2024 or on the next day, if it happens to be a holiday,** in the presence of such of those tenderers or their agents, as may be present, at the office of the **Chief Engineer/System Operation/Trichy** or by his authorized representatives.

If it is made by a firm it shall be signed with co-partnership name by a member of the firm who shall also sign his own name and address of each members of the firm shall be given. If the tender is made by a corporation it shall be duly signed by an authorized officer who shall produce with his tender satisfactory evidence on his authorization. Such tendering corporation may be required to furnish evidence of its corporate existence before the contract is concluded.

VALIDITY OF TENDER

The tender will be valid for a **90 days** from the date of opening.

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

The successful tenderer will have to pay the Security Deposit cum Performance Guarantee as detailed below:

The successful tenderer/ Supplier will have to furnish 5% of the contract value (All incl. price) as Security Deposit cum Performance Guarantee after deducting remitted EMD amount. In case of EMD exemption availed, 5% of the purchase order value to be remitted in the form of Electronic Mode (NEFT/RTGS) of Payment or DD **within 15 days** from the date of receipt of Purchase order. **If the successful tenderer / supplier fails to remit the amount / furnish the Security Deposit cum Performance Guarantee within the above**

stipulated time, the EMD paid by the tenderer / supplier shall be forfeited and Purchase Order will be canceled without any further reference. The award may be made to L2 tenderer. The TANTRANSCO should not accept the belated payment of security deposit.

The security deposit will not carry any interest.

The Security Deposit shall be refunded only after the satisfactory completion of contract.

The Security Deposit will be returned / refunded to the contractor only if the contract is completed to the satisfaction of the TANTRANSCO. If the TANTRANSCO incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the contractor to the TANTRANSCO, then the TANTRANSCO will in addition to such other dues that he shall 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.

GOODS AND SERVICE TAX:

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

It is the responsibility of the tenderer to make sure about the correct rates of duty livable at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TANTRANSCO Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

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 Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANTRANSCO Ltd. The TANTRANSCO Ltd has been registered as a dealer under GST Act 2017. The GST Registration of TANTRANSCO Ltd is given below:

GSTN Details of TANTRANSCO	
Billing Address of the consumer	Chief Engineer/System Operation, TANTRANSCO Ltd, TNEB Campus, Mannarpuram, Trichy – 620 020. Email : cesotry@tnebnLT.org
GSTN Enrolment provisional Registration No.	33AADCT4780AFZA
ARN	AA330717120570I

Type of consumer	Transmission utility
Name and address as registered in GSTIN -Principal place of business.	Tamil Nadu Transmission Corporation Limited, 144, Anna Salai, NPKRR Maaligai, Chennai-600002
State of registration of GSTN	Tamil Nadu

EPF REGISTRATION:

As per the Act and considering the Welfare of the Labourers engaged by the Contractors the following are to be strictly adhered to.

1. To comply with EPF & Miscellaneous Provisions Act, 1952 and scheme provisions and extend the PF benefits in respect of the contract workers engaged by the Contractors for a specific work through the respective Contractors.
2. To entrust the works contracts to only those Contractors who have separate main EPF code number and to comply with the EPF Act in respect of the Contract workers engaged for various works contracts through the respective Contractors by stipulating the following conditions:

The Contractor who desires to take up works contracts for TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;

- a) The Contractor should have taken separate EPF main code number;
- b) The Contractor shall 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.
- c) The contractor shall submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act;

The contractor shall 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;

In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TANTRANSCO/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANTRANSCO/TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANTRANSCO/TANTRANSCO.

ESI REGISTRATION:

As per the ESI Act and considering the welfare of Labourers engaged by the contractors the following has to be strictly adhered to,

Comply with the ESI Act 1948 and the scheme provisions and extend the ESI benefits to the contract workers of TANTRANSCO & TANTRANSCO which comes under the purview of ESI Act 1948 through the respective contractors and if the revenue village, where the office located comes under the ESI implemented area.

Contractors who have separate main ESI code number and to comply with the ESI Act 1948 in respect of the contract workers engaged for the various works contract for and inside the premises of TANTRANSCO & TANTRANSCO which comes under the purview of ESI Act 1948 through the respective contractors by stipulating the following conditions.

- a) The contractor should have taken separate ESI main code number.
- b) The contractor shall be responsible for the payment of necessary ESI contributions both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- c) The contractor shall submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act. d) The contractor shall produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order

EPF & ESI contributions paid by the contractor will not be reimbursed. However the documentary evidence for having remitted EPF & ESI at actual have to be submitted along with invoice and declaration by the contractor as per Annexure –II.

1.0 PAYMENT:

- 1.1 Payment to the suppliers / contractors will be made by SE /Trichy/Metro EDC through Cheque or NEFT / RTGS on any one of the nationalized banks / Scheduled banks approved by Reserve bank of India in Tamilnadu. The Bank charges if any involved in making the payment will be on the account of the tenderer.
- 1.2 No advance payment will be made for any item of work.
- 1.3 In case, if there is any delay on the part of the contractor in carrying out the works, then Liquidated Damages as per LD Clause shall be deducted in the monthly payment.
- 1.4 Daily on completion of work in a particular section the contractor should get the work completion certificate. The authentication of Assistant Engineer / Junior Engineer and Assistant Executive Engineer should be obtained in the work completion certificate. Based on the work completion certificate, if the contractor shall claim the part bill in the first week of every month along with Statutory Audit Clearance certificate.

- 1.5 Payment will be made only on the actual days attended for work/works done.
- 1.6 The contractor shall have to obtain Statutory Audit Clearance Certificate before claiming of each bill. The contractor shall also have to claim the bills through TANTRANSCO Vendor Portal if necessary.
- 1.7 The bills for payment will be passed only after the approval of the following:
 - a. Security Deposit cum Performance Bank Guarantee for 5% value of the Order.
 - b. Copies of GST returns filed in the department
 - c. IT Clearance Certificate
 - d. Proof of payment of both Employer's and Employee's contributions of EPF & ESI.
 - e. Test Certificate for the respective materials / equipments
 - f. Undertaking towards jurisdiction for legal proceedings
 - g. Statutory Audit Clearance Certificate
- 1.8 The tenderer has to furnish the following details of the bank account to which the payment be credited.
 - a. Name of the account holder
 - b. Name of the bank
 - c. Branch
 - d. Account Number
 - e. IFSC of the branch

2.0 Liquidated Damages:

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

If the contractor fails in the due performance of this contract within the time fixed by the contract (or) any extension thereof, and contractor is liable, at the discretion of the Engineer to levy of Liquidated damages for the delay/short supply in execution which shall be at half percent (0.5%) of the contract price of the delayed/short supply portion for each completed week of delay reckoned on the contract value of such portion only of the work as cannot in consequence of the delay be used commercially and efficiently during each month between the appointed or extended time as the case may be and full satisfaction of the contractor's liability for delay but shall not in any case exceed 10 % of the contract value of such portion of the work.

It should be noted that if a contract is placed on a higher tenderer in preference to the lowest acceptable tender in consideration of the offer of earlier performance, the said contractor

will be liable to pay the TANTRANSCO the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the contractual terms in the tender and incorporated in the contract.

Provision of manpower at CE/SO/Trichy office will be deemed to have been delivered and commenced only when all the tendered number of staff is provided. If certain number of staff is not provided in time, the same will be considered as delayed unless the remaining staff is provided. Liquidated damages will also be levied for the persons not supplied as is done for the delayed provision of staffs.

If the required manpower at CE/SO/Trichy office is provided in part which could not be beneficially used by the TANTRANSCO (due to such in-complete provision), liquidated damage will be worked out on the basis of entire contract price only and not on the value of shortage of manpower portion.

Tenderers not giving clear and specific acceptance to the above clauses are liable to be rejected. GST is not applicable for LD.

3.0 INCOME TAX:

Income Tax payable on the contract amount at the appropriate rate levied from time to time will be deducted from and out of the payments to be made to the CONTRACTORS in accordance with the provision of Income Tax Act 1961 as amended from time to time.

4.0 Penalty / Recovery of any Dues (Money) from Contractor:

TANTRANSCO is empowered

- 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 TANGEDCO / TANTRANSCO.
- b) To recover any dues against any other contract of the contractors with TANGEDCO / TANTRANSCO, with the available amount due to the contractors against this contract.

5.0. Failure To Execute The Contract:

5.1 Contractors failing to execute the order placed on them to the satisfaction of the TANTRANSCO under terms and conditions set forth therein, will be liable to make good the loss sustained by the TANTRANSCO, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of EMD/security deposit Cum Performance Guarantee.

5.2 The defaulting Suppliers/contractors in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TANTRANSCO will be liable to pay to the Board in addition to the liquidated damages for delay would pay penalty an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TANTRANSCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract.

5.3 If the contractor fails to execute the contract, he will be recommended for blacklisting with due notice.

6.0 SUSPENSION OF WORK:

The ENGINEER may from time to time by direction in writing for any valid reasons, without in any way vitiating this contract, direct the CONTRACTOR to suspend the work or any part therefore at such time or times and for so long as the ENGINEER may deem desirable, and the CONTRACTOR shall not, after receiving such written notice proceed with the works therein ordered to be suspended until the shall have received written notice or authority to the effect from the ENGINEER. The CONTRACTOR shall not be entitled to claim from the PURCHASER compensation for any loss or damage sustained by him by reason of the suspension of works as aforesaid.

8.0 RIGHT OF ENGINEER TO ORDER WITHDRAWAL OF LABOUR:

The Engineer shall be at liberty to object to any representatives or other persons or labours employed by the contractors, in the executions or otherwise who shall misconduct himself or incompetent or negligent and the contractor shall remove the person so objected to upon receipt from the Engineer of notice in writing requiring him so to do, and shall provide in place a competent substitute at the contractor's expenses.

CONTRACTOR'S RESPONSIBILITY:

- 9.0 The contractor is at his liberty to engage any number of persons for execution of work and the labour so engaged will not have any right to make any claim for Employment in TANTRANSCO. The contractor should not issue any certificate to the person engaged there who have worked for him. An undertaking to this effect should also be executed by the contractor.
- 9.1 All safety measures should be observed at the work spot and necessary insurance should be arranged only by the contractor. TANTRANSCO will not pay any compensation in any manner towards any unwanted things / accidents arising out during the course of contract.
- 9.2 The contractor should be sound enough in financial position to bear the situation for any unforeseen delays in passing bills and payment.
- 9.3 Contractor shall agree not to assign to or share with any other person or persons his interest in works or payment thereof without referring to and obtaining prior approval of the Chief Engineer / System Operation/Trichy in writing.

10.0 SUBLETTING AND NON-ASSIGNMENT:

- 10.0 Subletting will not be permitted on any account.
- 10.1 The contractor shall not assign or transfer the contract or any part thereof without the prior approval of the TANTRANSCO.

11.0 TERMINATION:

- 11.0 TANTRANSCO may terminate this Contract in whole or in part by giving the qualifying bidder prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - a. Where it comes to the TANTRANSCO's attention that the qualifying bidder (or the Implementation Agency's Team) is in a position of actual conflict of interest with the interests of the TANTRANSCO in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract.

- b. Where the Implementation Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the Implementation Agency, any failure by the qualifying bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the qualifying bidder or the happening of any such events that are adverse to the commercial viability of the Implementation Agency. In the event of the happening of any events of the above nature, the TANTRANSCO shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Implementation Agency/service provider, and to ensure business continuity.
- c. Termination for Default: Where there has been an occurrence of such defaults inter alia as stated above, the TANTRANSCO shall issue a notice of default to the Implementation Agency, setting out specific defaults / deviances / omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
- d. Termination for Insolvency: The TANTRANSCO may at any time terminate the Contract by giving written notice to the Implementation Agency without compensation to the Implementation Agency, if the qualifying bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the TANTRANSCO.
- e. Termination for Convenience: The TANTRANSCO may by prior written notice sent to the qualifying bidder at least 30 days in advance for terminating the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the TANTRANSCO's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

12.0 **BLACK LISTING:**

The documents furnished with the offer is 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 TANTRANSCO.

13.0 **NOTICES – HOW TO BE GIVEN:**

- 13.0 Wherever legal or other notice or any other documents is to be given to or served up to the CONTRACTOR it shall be deemed to be duly given or served, if it shall have been either delivered to him personally or to his recognised agent (including in the case of the company the Secretary of such company) or delivered at, or , sent, through the post addressed to the contractor at the contractor's office in the site or sent through the post addressed to the last known place of business or abode of the CONTRACTOR or in the case of a company to its Registered Office and in the case of a firm of contractor notice or other documents, which shall be so given to or so served on any one of the partners in such firm, shall be deemed to have been given to or served on all of them.

14.0 ARBITRATION :

14.0 The TANTRANSCO will not accept any arbitration in case of dispute 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" and "Arbitration and Conciliation Act 1996" in the event of any dispute between the parties.

15.0 CONTRACTORS CLAIM:

15.0 The contractors have no claim for suspension of work for any short fall in execution of works, breakdown of machinery or any other clause.

6.0 PERIOD OF CONTRACT:

The period of contract is for **Two years** from the date of utilization or expiry of the face value of the contract whichever is earlier.

17. JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT)

"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 High Court/Chennai or District Court at TRICHY or Sub-court at TRICHY or at the District Munsiff court at TRICHY. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, Part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other courts in Tamil Nadu and rest within the jurisdiction of courts outside the State of Tamil Nadu then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within the state of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The undertaking for the above clause shall be furnished by the tenderer along with bid.

TECHNICAL SPECIFICATION

The scope of works is Supply of man power 1 No. Computer Operator/ Data Entry Operator to carry out day to day (Typing) data entry works for a period of two years from the date of utilization, through works contract, at O/o Chief Engineer /System Operation / Trichy.

The Computer Operators / Data Entry Operators (Typing) with the qualification of Senior Grade in English and Senior Grade or Junior Grade in Tamil issued by Government Technical Examinations in Typewriting to carry out the data entry (Typing) works.

1. As the outsourced Computer Operators / Data Entry Operators (Typing) are engaged by the Contractor, they can not claim employment in TNEB (TANTRANSCO) as a matter of rights in future.
2. The outsourced operators (typists) should take care while using the TANTRANSCO office equipments and should not make any damages to the TANTRANSCO property.
3. The number of outsourced Data Entry Operators will be reduced as and when TANTRANSCO Typist is posted and joins duty, without any prior notice.
4. TANTRANSCO reserves the right to cancel the Supply order at any point of time without any prior notice.
5. The outsource Computer Operator / Data Entry Operator should possess the necessary educational qualification certificates as per condition mentioned above and produce the same as and when required. Suitable candidates should only be engaged for executing the works.
6. The Computer / Data Entry Operator with good character should be provided. They should be provided with identity card.
7. The Computer / Data Entry Operator should maintain cordial relationship with other TANTRANSCO staff in the office.
8. The payment will be made on the basis of number of working days.
9. The locations of the office in which outsourced Computer Operators / Data Entry Operators are to be engaged may be as follows.

S. No.	Location	No. of Computer / Data Entry Operator
1.	Office of the Chief Engineer/System Operation, TANTRANSCO, TNEB CAMPUS, MANNARPURAM, TRICHY - 20.	1 No.
	Total	1 No.

Even though, the contract is to be awarded for engaging Computer / Data Entry Operators for the above office, the outsourced person may also be utilized in other places of the Chief Engineer/System Operation/Trichy control when necessity arises, within Trichy.

10. The period of contract will be two years initially and may be extended or reduced if necessary.

SD/.....
CHIEF ENGINEER,
SYSTEM OPERATION/TRICHY.

SCHEDULE – A

PRICE SCHEDULE

PRICE BID (Bill of Quantity): The Price bid in the format given below may be duly filled up and enclosed without any alteration, failing which the tender will not be accepted.

Name of the Work: Supply of man power 1 No. Computer Operator/ Data Entry Operator to carry out day to day (Typing) data entry works for a period of two years from the date of utilization, through works contract, at O/o Chief Engineer /System Operation / Trichy.

Sl. No	Name of the Work	Unit	Rate Rs.	GST @18% Rs.	Total Amount/day Rs.
1	Man power per day	Each			
			Total Rs.		

ANNEXURE I

UNDERTAKING IN LIEU OF E.M.D.

(To be furnished in a non-judicial stamp paper of **Rs.500/-**)

THIS DEED OF UNDERTAKING EXECUTED AT-----ON THIS THE -----
----- DAY OF ----- TWO THOUSAND AND TWENTY FOUR
BY M/S. _____ hereafter called "Tenderer"
(which expression shall where the context so admits mean and include their Agents,
Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF _____ THE
TAMILNADU TRANSMISSION CORPORATION LIMITED, a Body Corporate constituted under the
Electricity (Supply) Act, 1948 (Central Act LIV of 1948) having its office at TNEB Campus,
Mannarpuram, Trichy 20, herein called the "TANTRANSCO" (which expression shall where the
context so admits mean and include its successors in office and Assigns).

WHEREAS THE tenderer is required to pay Earnest Money Deposit of
Rs-----for participation in the tender for provision of manpower -----
_____in terms of specification No _____

AND WHEREAS the tenderer is exempted by the TANTRANSCO from payment of EMD in the
form of cash, subject to the tenderer executing an undertaking to the value of
Rs.....(Rupees.....) representing the amount equivalent to the
amount of EMD specified to be paid to the Board in the event of non-fulfillment of breach of any
of the conditions of the tender by the Tenderer as mentioned hereunder.

AND WHEREAS in consideration of the acceptance by the TANTRANSCO of the above proposal,
The tenderer has agreed to pay to the Board the said amount of Rs ----- in
the event of:-

- (1) Withdrawing his tender before the expiry of the validity period, OR
- (2) Withdrawing his tender after acceptance, OR
- (3) Violating any of the conditions of the tender issued by the compLTent authority;

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said agreement the Tenderer
hereby doth covenant with the Board that in consideration of the "TANTRANSCO" waiving the
condition of payment of EMD in cash in terms of the said specification, the Tenderer has agreed
to pay to the Board Rs..... only) in the event of :

- (i) Withdrawing his tender before the expiry of the validity period.
- (ii) Withdrawing his tender after acceptance.
- (iii) Violating any of the conditions of the tender issued by the competent authority.

NOW THE CONDITION OF THE above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the conditions specified as above, then the above written undertaking shall be void, otherwise it shall remain in full force.

The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, 'tenderer' and the 'TANTRANSCO' hereinafter before used shall include their respective successors and assign in office.

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

SIGNATURE
NAME IN BLOCK LLTTERS

SEAL OF THE COMPANY

In the presence of Witnesses:

- 1. Signature
Name & Address
- 2. Signature
Name & Address

Annexure II

Declaration towards EPF & ESI remittances

Name of the contractor:

EPF Main code number:

ESI Main code number:

Nature of the work:

Contract /K2 agreement No:

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

Authorized Signatory of the Contractor
(With name, designation, seal and company seal)

Annexure III

Undertaking Towards Jurisdiction Of Legal Proceedings

This undertaking executed at _____ on this(Date) (Month) two thousand and _____ by **M / s.**
.....Registered under Companies Act, 1956 having its registered office athereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and assigns) and **Chief Engineer, System Operation/TANTRANSCO/Trichy** in favour of Tamil Nadu Transmission Corporation a body constituted under the Electricity (Supply) Act. 1948, (CA LIV of 1948) having its registered Office at **No. 144, Anna Salai, NPKRR Maaligai, Chennai – 600 002** herein after called the purchaser (which expression shall where the context so admits means and includes its successors in Office and assigns)

Whereas the contract is for ----- has been awarded in favour of the contractor under the ----- Order No..... dated.....And
Whereas in accordance with the terms of the above mentioned ----- Order, the contractor has to furnish an undertaking that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than in the Madras High Court, Madurai Branch or District Court at Trichy or Sub Court at Trichy or at the District Munsif Court at Trichy , as the case may be.

In Consideration of the Board having agreed to accept the undertaking the Contractor hereby undertakes that No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in the Madras High Court, Madurai Branch or District Court at Trichy or Sub Court at Trichy or at the District Munsif Court at Trichy as the case may be. 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 of any other courts in Tamil Nadu and rest within the jurisdiction of courts outside the state Tamil Nadu In case any part of the cause of action might arise within the jurisdiction of any of the Courts in Tamil Nadu

and rest within the jurisdiction of Courts outside the State Tamil Nadu, then it is agreed to between the parties that such suits on proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction.

In Witness Whereof of **Thiru**.....of
M / s.hereby put his hand and seal for due observance of the Undertaking in the presence of the following witnesses.

Company Seal : _____ **Signature**

Designation:

Date:

Witness:

- 1.**
- 2.**

Annexure IV

UNDERTAKING TOWARDS INPUT TAX CREDIT BENEFIT

To

The Chief Engineer,
System Operation / Trichy,
TANTRANSCO, TNEB Complex,
Mannarpuram, Trichy - 600 020.

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN.....in State of.....

Our applicable GST% for the above reference job is under code.

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

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

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANTRANSCO 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 TANTRANSCO failing which TANTRANSCO may take appropriate action.

Signature of bidder with Company
Seal

Note: Bidder may strike out the para not applicable.