



**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**

**SPECIFICATION FOR OUTSOURCING OF CUSTOMER CARE AGENTS  
AT 44 EDCS IN COORDINATION WITH THE MINNAGAM STATE LEVEL  
CENTRALIZED CUSTOMER CARE CENTRE LOCATED AT 1st FLOOR OF  
TANTRANSCO BUILDING, TANGEDCO HEAD QUARTERS, 144, ANNA SALAI,  
CHENNAI-2**

**THROUGH E-TENDER**

**SPECIFICATION NO. M-02/2022-23**

**OFFICE OF THE CHIEF ENGINEER /  
MATERIALS MANAGEMENT,  
TNEB AVENUE /NPKRR MAALIGAI,  
144, ANNA SALAI,  
4<sup>TH</sup> FLOOR WESTERN WING,  
CHENNAI – 600002.  
TAMILNADU.**

**E Mail : [cemm@tnebnet.org](mailto:cemm@tnebnet.org)**

**Website for online bid submission: <https://tntenders.gov.in/nicgep/app>  
Service Provider: National Informatics Centre**

## INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, prepare their bids in accordance with the requirements and submitting their bids online on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal. More useful information for submitting online bids on the TAMILNADU GOVERNMENT PROCUREMENT Portal may be obtained at: <https://tntenders.gov.in/nicgep/app>

### A. REGISTRATION:

Bidders are required to enroll on the e-Procurement module of the Tamil Nadu Government E procurement Portal (URL: <https://tntenders.gov.in/nicgep/app>)

- 1) By clicking on the link "**Online bidder Enrollment**" on the TAMILNADU GOVERNMENT E -PROCUREMENT Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be 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 would be used for any communication from the TAMILNADU E PROCUREMENT Portal.
- 4) Upon enrolment, the bidders will be 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 logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

### B. SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built-in in the TAMILNADU GOVERNMENT E PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal.
- 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 TAMILNADU GOVERNMENT E-PROCUREMENT Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.
- 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.

**C. PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published 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, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule 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.

**D. ELECTRONIC SUBMISSION OF BIDS:**

The bidder shall submit online the requirements under qualification criteria and technical documents required and SCHEDULE OF PRICE /BOQ vide SCHEDULE-A. 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 acknowledgment of bid submission.

**E. PROCEDURE FOR SUBMISSION OF BIDS:**

- 1) Bidder should log- in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected)

cells with their respective financial quotes and other details (such as name of the bidder etc). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) **The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8) The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) 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.
- 11) In all cases, bidder should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.
- 12) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- 13) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 14) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
- 15) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 16) TANGEDCO reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
- 17) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the

same will not be recorded and no complaint in this regard shall be entertained. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

- 18) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- 19) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.
- 20) No deviation to the technical and commercial terms & conditions are allowed.

**F. 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 TAMIL NADU GOVERNMENT E PROCUREMENT Portal in general may be directed to the 24x7 TAMIL NADU GOVERNMENT E PROCUREMENT Portal Help desk.

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**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**

1)	Tender Specification No.	M-02/2022-23						
2)	Name of the work	e-tender- Outsourcing of Customer Care Agents at 44 EDCs for attending customer complaints in coordination with the Minnagam State Level Centralized Customer Care Centre Located at 1 <sup>st</sup> Floor of TANTRANSCO Building, TANGEDCO Head Quarters, 144, Anna Salai, Chennai-2 (Through NIC Platform)						
3)	Tendered Quantity	<p><b>All 44 EDCs (At the locations specified by the Superintending Engineer Concerned)</b></p> <table border="1"> <tr> <th>Sl.No</th><th>Type of Customer Care Agents</th><th>Total Requirement</th></tr> <tr> <td>a)</td><td>4 No. Agents x 44 EDCs (3 Shift &amp; 1 General for reporting)</td><td>176 Nos.</td></tr> </table> <p><b>III. No. of hours / shift : 8 hours</b></p>	Sl.No	Type of Customer Care Agents	Total Requirement	a)	4 No. Agents x 44 EDCs (3 Shift & 1 General for reporting)	176 Nos.
Sl.No	Type of Customer Care Agents	Total Requirement						
a)	4 No. Agents x 44 EDCs (3 Shift & 1 General for reporting)	176 Nos.						
4)	Method of Tender	<b>e-Tender Two Part Open Tender System</b> Online Part I - Techno-Commercial Bid and Part II - Price Bid						
5)	(a) Earnest Money Deposit (EMD)	<p><b>Rs. 4,75,710/-</b> <b>(Rupees Four lakhs Seventy Five Thousand Seven Hundred and Ten only)</b></p> <p><b>TANGEDCO's Account</b> Account No. :0305002100153163 Name of Bank : Punjab National Bank IFSC Code :PUNB0030500</p>						
	(b) Bank Guarantee	Bank Guarantee in lieu of EMD for <b>Rs. 4,75,710/-</b> <b>(Rupees Four lakhs Seventy Five Thousand Seven Hundred and Ten only)</b>						
	(c) Permanent Earnest Money Deposit (PEMD) Holders	The PEMD holders of Rs.20 Lakhs and above with TANGEDCO are eligible to participate in the tender.						
	(d) SSI Units	SSI Units are eligible for exemption from payment of EMD as detailed in Section-I						
6)	URL for online bid submission for e-tender.	<b><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></b>						
7)	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	<b>09.05.2022 @ 12.30 Hrs</b>						

8)	Date & time of opening of tender electronically	<b>10.05.2022 @ 12.30 Hrs</b>
9)	E-tender documents (Specification) will be available at	TANGEDCO web site ( <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> ) TN Govt. Website ( <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> ) & <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> The prospective bidders may download the same.
10)	Documents to be duly filled & uploaded by the Tenderers during e-submission	EMD documents, BQR evidences, Price bid (Filled up BOQ), Technical & Commercial documents, Schedules (A to K), Annexures and other documents whichever is applicable.
11)	Tenderers during e-submission Clarification to be sought for from	Chief Engineer/Materials Management, 4 <sup>th</sup> Floor/ Western Wing, NPKRR Maaligai, 144, AnnaSalai, Chennai-600002 Email: <a href="mailto:cemm@tnebnet.org">cemm@tnebnet.org</a>
12)	Place at which tenders will be opened	The Superintending Engineer, Material Management-II 4 <sup>th</sup> Floor/Eastern Wing/NPKRR Maaligai, 144 Anna Salai, Chennai 600002.

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

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**SPECIFICATION NO.M-02/2022-23**

Sl. No.		DESCRIPTION
1	SECTION I	EARNEST MONEY DEPOSIT
2	SECTION II	BID QUALIFICATION REQUIREMENT
3	SECTION III	REJECTION OF TENDERS
4	SECTION IV	INSTRUCTION TO TENDERERS
5	SECTION V	COMMERCIAL TERMS
6	SECTION VI	TECHNICAL TERMS
7	SCHEDULE A	SCHEDULE OF PRICES / <b><u>(TO BE QUOTED ONLINE AS PER BOQ FORMAT)</u></b>
8	SCHEDULE B	SCHEDULE OF COMMERCIAL TERMS
9	SCHEDULE C	DEVIATION FROM TECHNICAL SPECIFICATION
10	SCHEDULE D	DEVIATION FROM COMMERCIALSPECIFICATION
11	SCHEDULE E	STATEMENT OF SUPPLY ORDERS EXECUTED /UNDER EXECUTION DURING THE PREVIOUS YEARS
12	SCHEDULE F	DECLARATION FORM
13	SCHEDULE G	FORMAT FOR BANK GUARANTEE IN LIEU OF E.M.D.
14	SCHEDULE H	UNTERTAKINGS TOWARDS JURISDICTION FOR LEGALPROCEEDINGS
15	SCHEDULE I	DECLARATION TO BE SUBMITTED BY THE BIDDERS INNJS PAPER OF VALUE NOT LESS THAN RS.80/- - U/T TOWARDS INPUT TAX CREDIT BENEFIT
16	SCHEDULE – J	DECLARATION PURSUANT TO SECTION 206AB
17	SCHEDULE-K	GUIDELINES TO CUSTOMER CARE CALL CENTRE AGENTS / SUPERVISOR
18	ANNEXURE I	UNTERTAKING TOWARDS PAYMENT OF ESI AND EPF



**SECTION – I**  
**EARNEST MONEY DEPOSIT**

1.0. Tenderer should pay the specified amount towards Earnest Money Deposit as follows :

1.1. **Earnest Money Deposit: Rs. 4,75,710/-**  
**(Rupees Four lakhs Seventy Five Thousand Seven Hundred and Ten only)**

2.0. **Mode of Payment:**

2.1. The Earnest Money Deposit amount specified above should be transferred to the following TANGEDCO's account through NEFT/RTGS/Bank transfer.

Account Name : TANGEDCO collection account  
Account No. : 0305002100153163  
Name of the Beneficiary : Chief Financial Controller/ General/TANGEDCO  
Name of Bank : Punjab National Bank  
IFSC Code : PUNB0030500.

2.2. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The bidders who are willing to remit EMD through Bank Account by way of account transfer of same bank are requested to place a copy of bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank, bank account number of the bidder and IFSC code. The EMD amount has to be received in TANGEDCO COLLECTION account **through e-payment, 2 hours before closing time of tender. EMD amount received beyond tender closing time will be summarily rejected.**

**OR**

2.3 **Tenderer should furnish a Bank Guarantee for Rs. 4,75,710/-** in lieu of EMD amount with a validity for a period of one year, obtained from the Nationalised or Scheduled Bank as per the format enclosed in **SCHEDULE-G**.

The scanned copy of the BG shall be uploaded in the EMD document and the original shall be sent to the SE/MM-II within 7 days from the date of opening the tender.

**OR**

2.4 **PEMD holder of Rs.20 Lakhs and above are eligible to participate in this tender .**

Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller / Purchase and upload copy of the same along with the tender.

2.5. **Any other mode of payment of EMD other than NEFT/RTGS/Bank account transfer shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.**

3.0. **EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (EMD):**

3.1. The following categories of Industries are exempted from payment of EMD:

- i) The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
  - ii) The Small Scale Industrial Units registered with National Small Industries Corporation (NSIC).
  - iii) The SSI Units holding Acknowledgment issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/ Acknowledgment has been issued.
  - iv) SSI units holding Udyog Adhar Memorandum (UAM)
  - v) SSI Units registered under Udyam portal for the tendered item (clearly mentioning the 5 digit NIC code)
  - vi) Departments of the Government of Tamil Nadu.
  - vii) Undertakings and Corporations owned by the Government of Tamil Nadu.
  - viii) Labour Contract Co-operative Societies of Tamil Nadu
  - ix) Tiny Industries classified under S.S.I. registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce / Government of Tamil Nadu in respect of those items for which the Registration Certificate issued.
  - x) Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation in respect of those items covered under Registration Certificate.
- 3.2. Micro/SSI units having provisional registration certificate are not eligible for exemption.
- 3.3. The bidders who have examined the tender specification together with Schedules attached, participated in the tender by availing EMD exemption is deemed to accept to pay the amount equivalent to EMD amount as stipulated under Clause No.1 above, with costs if any, in the event of non - fulfillment of the conditions stipulated in the tender specification (i.e.) in all cases where EMD paid is to be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.
- 3.4. 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.

#### **4.0. Government of India, Ministry of MSME Notification :**

- 4.1. 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 Registration Portal 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 TANGEDCO will adopt the guidelines issued therein in evaluation of bids submitted by the tenderers.

4.2. 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.

4.3. **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 30<sup>th</sup> June, 2020, shall be re-classified in accordance with the said notification.
- iii) The existing enterprises registered prior to 30<sup>th</sup> June, 2020, shall continue to be valid only for a period up to the 31<sup>st</sup> day of December 2021 as per notification of Government of India, Ministry of MSME.
- iv) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

4.4. If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section III, Clause-I (a) and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/banning the firm from participating in future TANGEDCO/TANTRANSCO tenders.

5.0. The EMD will not carry any interest.

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

7.0. The Bidders are informed that mere uploading of bid by the Bidder, who has exempted from EMD payment, shall be considered as token of acceptance of the bidder to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfillment of conditions stipulated in the Tender Specification ie., in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the Bidder.

- 8.0. The MSME units with Micro and Small category who have registered under UDYAM Portal for the tendered item shall upload attested Photocopy of UDYAM Registration certificate as a proof of eligibility for from payment of EMD.
- 9.0. Small Scale Industries registered with the Tamil Nadu Small Industries Development Corporation or with National Small Industries Corporation (NSIC) or holding Acknowledgment issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre or holding UAM for small scale industrial unit or holding Udyam Registration for small scale industrial unit for subject materials specifying capacity for which they are permitted to manufacture and the period of validity of the certificate shall upload, attested Photostat copy of their Registration certificate/ Entrepreneur Memorandum Part-II and acknowledgment for the Entrepreneur Memorandum Part-II issued by DIC or valid registration certificate issued by NSIC or Udyog Aadhaar Memorandum (UAM) or Udyam Registration Certificate, as proof of eligibility for exemption from payment of EMD.
- 10.0. 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 Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.
- 11.0. 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 as detailed below:

In case the investment held by the tenderer (Micro and Small Enterprises with Udayam registration) in Plant and Machinery and annual turnover exceeds the prescribed limit stipulated (cl.4.2) or the criteria specified for registration prior to 1.7.2020, 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 will not be extended.

## **12.0 REFUND OF EMD:**

- (i) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/ Materials Management- II with pre-stamped receipt after intimation of the rejection / non-acceptance of their tender is sent to them through tender portal.
  - (ii) The EMD deposit will be refunded to the successful tenderer after satisfactory completion of contract.
- 13.0. The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.
- i) The e-receipt of payment of EMD through NEFT / RTGS/ BANK TRANSFER.
  - ii) The proof of exemption of EMD with documents in support of investment held in plant and machinery and Annual turnover.

**14.0. The Earnest Money Deposit (EMD) made by Tenderer will be forfeited after e-tender opening if:**

- (a) They withdraw his tender or backs out after acceptance.
- (b) They withdraw his tender before the expiry of validity period stipulated in the Specification or fail to remit the Security Deposit cum performance Guarantee.
- (c) They violate any of the provisions of these regulations contained herein.
- (d) They revise any of the terms quoted during the validity period.
- (e) 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 TANGEDCO and also cancelling the award of contract issued to them.
- (f) If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section III, Clause-I (a) and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TANGEDCO/ TANTRANSCO tenders.
- (g) GST @ 18% shall be recovered additionally from the Supplier/Contractor/ Tenderer as per the GST provisions for forfeiture of EMD/SD cum Performance Guarantee.

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**SECTION II****BID QUALIFICATION REQUIREMENTS**

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

(i). The Tenderer shall have similar experience in TANGEDCO with software development and integration by their own and in supplying Customer Relation Management Software. Proof for the above along with the Performance report shall be uploaded by the tenderer along with the bid.

(ii). Annual Turnover of the tenderer shall be more than Rs. 1.18 crores during any one of the last three financial years (i.e, 2019-20, 2020-21 & 2021-22). Necessary documentary evidence viz. Audited Annual Statement of Accounts certified by Chartered Accountants or Auditors Certificate or the attested copy of Income Tax return filed by the bidder or the attested copy of sales Tax clearance Certificate or attested copy of Enlistment certificate issued by NSIC containing Turnover details of the bidder in proof of the Annual Financial Turnover should be furnished along with the offer.

(iii). The experience as a sub contractor /supplier shall not be considered for qualifying the experience criteria specified above and the offer of such tenderers shall be summarily rejected.

(iv). The Bidders shall produce evidence from their bankers that they have required Credit/ liquid facilities to perform the contract for an amount of not less than 50% of the value mentioned in BQR.(ii).

(v). The Bidders should quote all the tendered items and entire tendered quantity.

The offers of tenderers not satisfying the above "BQR" and not furnishing the required documentary evidences for satisfying the above BQR will be summarily rejected. The bidder shall attach the documentary proof for all the above BQR electronically (i.e) scanned copy of BQR documents should be attached at the time of bid submission of e-tender (Online) otherwise the offer will be rejected.

**SECTION III**  
**REJECTION OF TENDERS:**

I. Tenders will be **SUMMARILY REJECTED** if;

- (a) The EMD requirements in complete shape are not complied with.
- (b) not satisfying Bid Qualification Requirements .
- (c) not furnishing the required BQR evidences.
- (d) Not quoted the rate for all items in Price schedule-BOQ template

II. Tender is **liable for rejection** if :

- a) not covering the scope of work/ Supply of equipments/ materials with all accessories.
- b) If the declaration as specified in Schedule F is not signed and enclosed.
- c) with validity period less than that specified in this specification.
- d) not in conformity with TANGEDCO's Commercial terms and Technical Specification ( Section V and VI).
- e) not signed by the tenderer.
- f) received from the tenderer who is directly or indirectly connected with Government service or TANGEDCO service or services of Local authority from those who have not purchased the copy of the specification.
- g) from any black listed firm.
- h) from a tenderer whose past performance/ vendor rating is not satisfactory.
- i) not containing all the required particulars as per schedules A to H.
- j) received after due date & time.
- k) offer received by Telex/ Telegram / Email/ Fax.
- l) offer of bidders who have not furnished the GSTIN. in the offers.
- m) SSI Registration certificate, audited Profit & Loss, balance sheet without attestation .

2. 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 TANGEDCO.

3. Tenders received from consortium of SSI units will not be considered.

**SECTION – IV**  
**INSTRUCTIONS TO THE TENDERER:**

1.1. E- tenders in Two Part System (a) Technical Bid with commercial terms without Price and (b) Price Bid, will be received on-line for and on behalf of Tamil Nadu Generation and Distribution Corporation Ltd., herein after referred as TANGEDCO. All the tenders shall be prepared and submitted electronically strictly in accordance with the Instructions set forth herein.

**1.2 THE TENDERERS WHO DO NOT FULFILL THE "BID QUALIFICATION REQUIREMENTS" AS PER SECTION - II, NEED NOT APPLY. OFFERS NOT SATISFYING THE "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED**

1.3 This tender will be processed as per the provision in the Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000.

**2.0 SCOPE OF SUPPLY**

The scope of the tender is for outsourcing of Customer Care Agents at 44 EDCs for attending customer complaints in coordination with the Minnagam State Level Centralized Customer Care Centre 1<sup>st</sup> Floor of TANTRANSCO Building, TANGEDCO Head Quarters, 144, Anna Salai, Chennai-2 for a period of one year from the date of commencement of contract.

**3.0 SUBMISSION OF TENDER OFFER:**

The Tenderer is expected to examine all instructions 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 enclosed herewith. **The tenderers are requested to submit all the documents electronically in pdf form only** (ie., by attaching the scanned copies of documents) **along with their tender.**

**4.0 TWO PART E-TENDER:**

The Online e-tender shall have: Part I - Techno-Commercial Bid and Part II - Price Bid

**Techno-Commercial Bid** shall contain Technical Bid with Commercial Terms (i.e.).BQR documents, Schedule B to K and other documents (PAN, GSTIN,ESF,PF and GST Registration etc.,) called for in this specification **except Price Schedule A.**

**Financial Bid** shall contain the Financial Bid (BOQ format).

The Tenderers are requested to quote price in the BOQ template available in the e-tender. The bidder shall download the same and upload after filling relevant columns. The BOQ template must not be modified/ replaced by the bidder, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and rates only.



The bidder must fill up both the **Techno-Commercial bids and Financial Bid** of e-tender and **upload** all necessary documents before making final submission. During tender opening, the Techno-Commercial bids and Financial Bid will be opened electronically on specified date and time as given in the tender document. The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders. Financial Bids of the eligible bidders will be considered for further evaluation of the e-tender.

The Tender Offer consisting of Schedules - B to H and all other documents to be attached shall be signed with company seal by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The Designation & date of signature should invariably be indicated.

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 attached) 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 authorising him to do so, Certified copies of which shall be attached.

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.

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

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 document shall be attested by the person signing the tender offer.

The tender offer shall contain full information asked for, in the accompanying Schedules and elsewhere in the Specification.

Telex/Fax or telegraphic /E-Mail offers will not be entertained and will be rejected.

Tenderer shall bear all costs associated with the preparation and delivery of its offers, and the TANGEDCO will in no case be responsible or liable for these costs.

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.

The tenderers are requested to furnish the exact location of their factories/companies with detailed Postal address and Pin Code, Telephone , Fax Nos and E.-Mail address etc. in their tenders so as to arrange inspection by the TANGEDCO if considered necessary.

The tenderers are requested to furnish the **GSTIN NUMBER** in their offer without fail. Otherwise the offer is liable for rejection.

The tenderers are requested to furnish the **Permanent Account Number (PAN)** in their tender.

## **5.0 CLARIFICATION TO TENDER DOCUMENTS:**

At any time after commencement of e-tender and before the closing of the event, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and the same will be intimated through corrigendum which can be downloaded from the bidders login.

If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this Specification, he shall get it clarified from the Chief Engineer/ Material Management, 4<sup>th</sup> Floor Western Wing, 144, Anna Salai, Chennai -600 002.

The clarification sought by any tenderer before 48 Hrs of closing the submission of the tender will be replied.

If any tenderer raises clarifications subsequent to the opening of the Tenders, it is found that the doubt, about the meaning or ambiguity in the interpretation, if any of terms and conditions stipulated in this Specification are raised by the tenderer either in this tender or by a separate letter, the interpretation or clarification issued by the Chief Engineer/ Material Management, Chennai -600 002, on such of those terms and conditions of the Specification as may be raised by the tenderers shall be final and binding on the tenderer.

**The bidders who have downloaded the specification from the website shall ensure whether any clarification/ amendment is issued to the specification, before submission of their tender, by visiting the respective websites.**

## **6.0 TENDER OPENING:**

### **6.1 OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):**

The Tender offers except price Bid will be opened electronically at **12.30 Hrs.** on the date notified at the Office of the Superintending Engineer/ Materials Management-II, 4<sup>th</sup> Floor, Eastern Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600 002, **through <https://tntenders.gov.in/nicgep/app>**

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

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

6.3 If the opening date happens to be a holiday, the tenders will be opened on the succeeding working day without any changes in the timings indicated.

6.4 In all cases, the amount of bid security and validity of the bid shall be scrutinized. Thereafter, the bidder's names and such other details as the Tender Inviting Authority may consider appropriate, will be recorded as bid opening summary and the same will be uploaded on the e-procurement portal.

## 7.0 INFORMATION REQUIRED AND CLARIFICATIONS:

To assist in the examination, evaluation and comparison of tender offers, the TANGEDCO may, at its discretion, ask the tenderers for a Clarification of his offers. All responses to requests for clarification shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

The TANGEDCO 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.

Prior to the detailed evaluation, the TANGEDCO will determine the substantial responsiveness of each offer to the Bidding Documents.

A substantially responsive offer is one which confirms to all the terms & conditions of the specification without any deviation.

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 TANGEDCO to the tenderers. **While the offers are under consideration, tenderer, and/or their representatives or other interested parties are advised to refrain from contacting by any means, the TANGEDCO and/or TANGEDCO's employees/ representatives on matters related to the offers under consideration. Attempt by any tenderer to being to bear extraneous pressures on the Tender Accepting Authority shall be the sufficient reason to disqualify the tenderer.**

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 TANGEDCO for rejection of his offer. The TANGEDCO 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 TANGEDCO.

## **8.0 EVALUATION AND COMPARISON OF TENDER OFFERS:**

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

The offers of the bidders, who have stated to be previous supplier to TANGEDCO will be considered for further evaluation, even though they have not enclosed copies of purchase orders or End user Certificate, etc., after ensuring with concerned purchase orders placing authorities.

The quoted price shall be corrected for arithmetical errors in case of discrepancy between the prices quoted in words and in figures lower of the two shall be considered.

## **9.0 PURCHASE PREFERENCE:**

Purchase preference will be extended to the Domestic enterprises, Government departments, Public Sector Undertakings, Statutory Boards and other similar institutions as per the provisions in 30-A & 30-B of Tamil Nadu Transparency in Tender Rules 2000.

## **10.0 PURCHASE PREFERENCE TO DOMESTIC ENTERPRISES:**

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, upto twenty five percent of the total requirement in the procurement will be awarded to domestic enterprise, not being the lowest tender, in respect of only goods manufactured or produced or services provided or rendered by them, if the following conditions are satisfied-

- (a) the lowest tenderer is not a domestic enterprise;
- (b) the preferential award shall be extended only to the lowest tender among the domestic enterprises who are substantially responsive and technically qualified; and
- (c) Such domestic enterprise is willing to match the price of the lowest tender.

## **11.0 PURCHASE PREFERENCE TO GOVERNMENT DEPARTMENTS, PUBLIC SECTOR UNDERTAKINGS, STATUTORY BOARDS AND OTHER SIMILAR INSTITUTIONS:**

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, up to forty percent of the total requirement in the procurement will be awarded to Government departments, Public Sector Undertakings, Statutory Boards and other similar institutions as may be notified by the Government, in respect of only of goods manufactured or produced or services provided or rendered by them, if such tenderer is willing to match the price of the lowest tender.

The GST shall be included for evaluating the tender. The percentage of GST should be indicated in the tender.

**The total value of the tender shall be taken for evaluation of the tender.**

**12.0 VALIDITY:**

The tender offers shall be kept valid for acceptance for a period of 90 days from the date of opening of offers. Offers with lower validity period are liable for rejection.

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

**13.0 RIGHTS OF THE TANGEDCO:**

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

- a) accept the lowest or any other tender.
- b) revise the quantities at the time of placing orders.
- c) reject any or all the tenders or cancel without assigning any reasons therefore.
- d) relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the TANGEDCO.
- e) recover losses if any sustained by TANGEDCO, from the contractor who pleads his inability to supply, and backs out of his obligation after award of contract. The Security Deposit paid shall be forfeited.
- f) Terminate the contract for non provision of Agents as per the requirement of TANGEDCO.
- g) The TANGEDCO reserves the right to revise the quantity of Agents to the extent of  $\pm 25\%$  indicated in the tender document.

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 purchaser the bidder is found not qualified to satisfactorily perform the contract

**14.0 DEVIATIONS:**

The tenderer shall furnish, if there are any deviations in the Technical/Commercial terms as per schedule C & D annexed. If no deviations are furnished it will be construed that the tenderer is accepting all terms specified in the specification. Similarly if any deviations are furnished in the specified form 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 if the deviations are acceptable to TANGEDCO or otherwise the offer will be rejected.

THE OFFERS OF THE TENDERERS WITH DEVIATIONS IN COMMERCIAL TERMS OF THE SPECIFICATION WILL BE SUMMARILY REJECTED.

NO ALTERNATE OFFER WILL BE ACCEPTED.

**15.0 APPEAL:**

As per the provisions of the Tamil Nadu Transparency in Tender Act and Rules accepted to be adopted, any tenderer aggrieved by the order of the Tender accepting authority (Competent authority) may prefer as and appeal to Government within ten days from the date of receipt of order.

**16.0 BAR ON 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 the above 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 action.

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**SECTION V**  
**COMMERCIAL**

1.1. The unit/base rate furnished in price schedule is firm for the entire contract period.

1.2 The Tenderers are requested to quote EPF, ESI, Administrative/Supervision charges & GST only in the BOQ template (Financial Bid ) available in the e-tender. The bidder shall download the same and upload after filling relevant columns. Bidders are allowed to enter the Bidder Name and rates only. The BOQ template must not be modified/ replaced by the bidder, else the bid is liable to be rejected.

1.3 The Tenderers shall quote the GST with percentage and **the same shall be entered in online (i.e) in the BOQ template available in the e-tender.**

**2.0 INCOME TAX:**

Applicable Income tax deduction as per the rule in force will be deducted from the bill every month. The tenderer should furnish the **Permanent Account Number** in their offer without fail.

**3.0 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 Purchase order value (All incl. price) as Security Deposit cum Performance Guarantee in the form of Electronic Mode of Payment or DD / Banker's Cheque/ Irrevocable Bank guarantee **within 30 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 TANGEDCO should not accept the belated payment of security deposit.

Irrevocable Bank Guarantee will be accepted towards payment of Security deposit cum Performance guarantee for the value of purchase order exceeding Rs.10 Lakhs. The above BG should be a single irrevocable Bank Guarantee of 5% of the purchase order value and valid for a continuous period of 24 months.

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 TANGEDCO. If the TANGEDCO 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 TANGEDCO, then the TANGEDCO 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.

If the Agents supplied by the contractor is less **than 90%** during a month then 0.5% of the value of Security Deposit shall be deducted towards penalty. The Security Deposit will be released on expiry of contract after the satisfactory completion of contract.

The Security Deposit shall be valid for the entire period of contract. In case of extension of contract, the Security Deposit should be extended suitably, before the validity.

In the event of furnishing Bank Guarantee towards security Deposit, the validity of the Bank Guarantee if required shall have to be extended till completion of Contract period. In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted TANGEDCO within the date of expiry of the existing Bank Guarantee. In case of failure to submit such extended Bank Guarantee within the due date (expiry date), TANGEDCO shall invoke the Bank Guarantee by addressing the Bank directly.

#### **4.0 GOODS AND SERVICES TAX [GST]:**

i. Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.

ii. 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.

iii. Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs / 10 Lakhs as applicable will be required to register as a normal taxable person.



**ii. GST Registration Number:**

TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TANGEDCO is 33AADCT4784E1ZC. The details are also posted in TANGEDCO web portal.

- iii. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.

- vi. **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 –

1. Supplier and the recipient of the supply are not related.
2. Price is the sole consideration for the supply.

- vii. **Composition Scheme:** Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently Rs.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.

Eligibility for composition scheme: Sec.10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub- section (1), if-

- He is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
- He is not engaged in making any supply of goods which are not leviable to tax under this Act;
- He is not engaged in making any inter-State outward supplies of goods;
- He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
- He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.

- viii. **SUPPLY OF SERVICE AND GOODS :**When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services

- (a) **COMPOSITE SUPPLY:** A composite supply is one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the

principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.

- (b) **MIXED SUPPLY:** A mixed supply is one where the goods or services or a combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution, whichever is less only will be admitted.

The bidders should have registered under GST Act and furnish GSTIN. In the event of Supplier/contractor is within TN, SGST & CGST shall apply and if the supplier/contractor is outside TN, IGST shall apply.

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.

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

It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material 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 TANGEDCO 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 TANGEDCO Ltd.

In case of delayed delivery, the GST prevailed on the date of actual delivery applicable on the date of contractual date of delivery whichever is less shall be admitted.

**GSTR-2A** of TANGEDCO will be verified to ensure the remittance of GST to Govt., by the supplier in respect of this PO. If the GST remitted by the supplier is found lesser than that claimed from TANGEDCO, the excess GST paid by TANGEDCO will be recovered from the supplier, duly adhering regular procedures. The supplier is requested to file the GST returns promptly to avoid delay in processing/payment of invoices. In case of non-filing of GSTR1 by supplier, the SD, EMD and other payments, if any, due to the supplier may be withheld.

### **GST – E-Way Bill:**

The Government of TamilNadu had notified that e-way bill is required to be generated for intra-state movement (within the state of TamilNadu) for consignment value exceeding Rs.1,00,000 with effect from 2<sup>nd</sup> June 2018. It may kindly be noted that E-Way bill on interstate movement of goods had been introduced with effect from 1<sup>st</sup> April 2018 and is required to be generated for movement of goods having consignment value exceeding Rs.50,000. (please refer webpage portal <http://ewaybillgst.gov.in>. for procedure and generation of E-way bill).

### **TDS under GST as per Section 51 of the CGST Act, 2017: -**

The Central Government vide Notification No.50/2018 dated 13<sup>th</sup> September 2018 has notified 1<sup>st</sup> day of October, 2018 as the date from which the provisions of Tax Deducted at Source (TDS) under GST as per Section 51 of the CGST Act, 2017 shall come into force.

Accordingly, Tax at the rate of 2% ( i.e. CGST 1% and SGST 1% ) or (IGST 2%) will be deducted from the payment made or credited to the supplier (i.e. deductee) of taxable goods or services or both from the invoices raised by the suppliers or service providers.

The Standard Operating Procedure (SOP) issued by CBIC is available in [www.cbic.gov.in/resources/htdocs-cbec/gst/28092018 SOP ON TDS.pdf](http://www.cbic.gov.in/resources/htdocs-cbec/gst/28092018_SOP_ON_TDS.pdf) which can be referred to for further clarification.

### **GST on Liquidated damages, Forfeiture of EMD and Security deposits specific GST invoice : -**

GST @18% shall be applicable on Liquidated Damages(LD) as well as on Forfeiture of Earnest Money Deposit (EMD/ Security Deposit (SD) and shall be recovered additionally from the Supplier/Contractor.

### **Provision of Section -194Q of IT Act :**

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

3. On purchase of goods/materials, TANGEDCO shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s.206C(1H). TDS u/s 194Q is also applicable on the Advance paid for purchase of goods.
4. The above provisions comes into effect from 01.07.2021 onwards and hence no TCS under Section 206C(1H) has to be paid by TANGEDCO on purchase of Goods. Accordingly, TANGEDCO will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in Schedule-H to determine the applicability of TDS rate u/s 206 AB.

## **5.0 INSURANCE:**

The TANGEDCO will not be held responsible for any type of accident on the Agent during the course of duty and all claims towards compensation have to be borne by the contractor. However the contractor is instructed to take necessary insurance for staff provided to TANGEDCO Call Centre and insurance Document should be submitted to the TANGEDCO for verification.

## **6.0 PAYMENT:**

**6.1.** Payment will be made to the suppliers by NEFT/RTGS / Bank transfer as detailed below: The bank charges involved in making payment will be to the account of the tenderer/supplier.

- (I) The initial bills for payment will be passed only after the approval/ acceptance of the following by CE/MM/HQ
  - (a) Security Deposit
  - (b) Undertaking towards jurisdiction for Legal Proceedings.
  - (c) Insurance Document as per requirement in clause 5.0 above.
  - (d) Declaration towards Input tax credit benefits in non-judicial stamp paper not less than Rs.80/-should be supported with certificate of Chartered Accountant.
  - (e) Declaration towards the employer contribution in respect of EPF will be availed from PMRPY or it would be borne by the employer/contractor as the case may be in non-judicial stamp paper not less than Rs.80/-should be furnished.
- (II) The payment will be made to the supplier on submission of bills every month by the contractor to the following offices:
  - a) Concerned Superintending Engineers of Elec. Distn. Circle for customer care centres at 44 EDCs. Proportionate amount will be deducted for non provision of Agents as indicated in deduction of payment /penalty clause 6.3.

The Payment will be made only after execution of the contract agreement as indicated in clause 31.0.

Bonus / Extra allowances / reimbursements / any other charges will not be provided to the Agents from the TANGEDCO. The contract 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 Agents are to be made by the contractor only.

The payment to the Agents engaged by the contractor shall be made by the contractor through electronic mode transfer of funds to the respective bank accounts of each of the supplied Agents during the month and also to furnish the documentary evidence of remittance with date for the payment of basic/unit rate mentioned in price schedule A to the supplied Agents along with the succeeding month's bill, failing which the bill will not be processed for the corresponding month.

The contractor shall ensure that the salary to the person so employed by the contractor is made by 7<sup>th</sup> day of the succeeding month by the contractor 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 Provident Fund, Group Insurance & ESI etc., from the along with the remittance in the respective bank account failing which the bill will not be processed.

No interest will be paid for late payments in case of delay in Administrative Procedures.

The contractor shall pay the GST and all other taxes, duties and other legally bound Duties and levies and other impositions levied under applicable laws.

The payment of Wages to the customer care agents by the contractor and consequent statutory EPF, ESI, etc. shall be made by the contractor in accordance with the applicable laws from time to time.

The GST paid by the contractor will be reimbursed on submission of original receipt of the same.

To claim the works bill only after ensuring the remittance of both the Employer's and Employee's PF contributions by the contractors.

The contractor should have taken separate EPF main code number. The contractor shall intimate the EPF code number allotted by the PF authorities to the pay officer / TANGEDCO.

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

The contractor shall produce the proof to the effect that contractor has fully

remitted the EPF contribution to the PF authorities and complied with all the statutory obligations under the EPF and Misc. Act.1952 and shall submit the same along with the monthly claim bill, failing which the bill amount will be restricted to the extent admissible. This includes handing over of EPF slips to the persons employed.

## **6.2. Mode of payment:**

Payment will be made to the contractor after every completed month for provision of Agents.

- a) 100% of the all inclusive price of the customer care agent supplied for every month will be paid within 90 days on submission of bills with required documents after deducting recoveries if any.
- b) The percentage (%) of Administration charges quoted by the tenderer will be paid only for the total basic prices of actual Agents supplied during the month.

**In the event of TANGEDCO failing to keep the stipulated time frame for releasing payment simple interest for the delayed payment shall be paid by TANGEDCO to the suppliers at the SBI three months MCLR for the delayed period beyond 90 days.**

Payment shall be made, on a monthly basis for the Agents supplied subject to submission of the attested copy of consolidated salary statement of the Agents issued by the contractor for the previous month along with the bills and after making the statutory deductions applicable then and there .

Penalties, if any levied will be deducted by the TANGEDCO from the monthly payments also.

Tax deduction at source as per the Income Tax rules shall be applicable to the payments made for the work done. TANGEDCO shall make payments after deducting the tax due and shall be responsible for remittance of the same to the IT Department.

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

## **6.3 DEDUCTION OF PAYMENT/PENALTIES:**

The contractor has to ensure that the activity of Centralized Electricity Call Centres is not stopped due to absence of Agents by making alternate arrangements. If the contractor fails to provide sufficient Agents, the TANGEDCO shall have the power to recover the penalty as specified below from the contractor's monthly bills:

1. Proportionate rate of the Agents as the case may be, will be recovered for non supply period.

2. In addition to the above, the following penalties will be levied,
  - i) **Rs.500/-** shall be deducted towards penalty for each non supply of Agents/Shift.
  - ii) For supply of Agents less than 90% during a month, 0.5% of the value of Security Deposit shall be deducted from the monthly bill in addition to the above penalty (i).
3. In addition to the (1) & (2) above, the following will be recovered for non supply/short supply of agents.  
 If necessary, the TANGEDCO can provide Agents to the Call Centres in which no agent /less agent are provided by the contractor and the difference in amount paid to the Agents engaged by TANGEDCO will be recovered from the contractors bills.

## 7.0 STATUTORY COMPLIANCES

- a) The Contractor shall employ agents / supervisors as mentioned to maintain the call centre as per the specification issued. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- b) The Contractor shall pay to agents / supervisors employed by him.
- c) The Contractor shall in respect of agents / supervisors 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 thereunder from time to time.
- e) The Engineer-in-Charge 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 afore 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 be solely liable. The Engineer-in-Charge shall impose penalty and 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 Engineer- in-Charge in this respect shall be final and binding.

#### **8.0 CONTRACT LABOUR REGULATIONS :**

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 eight 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 eight 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

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.

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.

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.

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.

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]

**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.

**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.

**Disposal of amounts recovered from the Contractor :** The Engineer-in-Charge 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 Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.

**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 Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.

**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 Engineer-in-Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

**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.

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.

#### **9.0 Compliance of EPF& MP Act, 1952:**

- (a) The Contractor who take up works contract for TANGEDCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;
- (b) The Contractor should have a separate EPF main code number.
- (c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer"s and Employee"s contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act.
- (e) The Contractor should produce the proof of payment of contribution – both Employer"s and Employee"s contributions made to EPF 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 TANGEDCO/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO/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 TANGEDCO/TANTRANSCO.

**Note :** In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above. The EPF employer contribution will be restricted upto Rs.15,000/-only.

**10.0 Compliance of ESI Act 1948 :**

- (a) The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
- (b) The contractor should have a separate ESI main code number.
- (c) The contractor should 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.
- (d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- (e) The contractor should produce the proof of payment of contributions - both Employer"s and Employee"s contributions made to ESI Organization in order to claim the Bills for the respective work.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work.
- (g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TANGEDCO & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements out of 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 TANGEDCO & TANTRANSCO.
- (h)
  - (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
  - (ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.
  - (iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- 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.

### **11.0 Statutory Compliance Clearance Certificate:-**

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

### **12.0 The Contract Labour (Regulation & Abolition State) Act 1970 & Rule 1975 and Inter- Migrant Workmen (Regulation of Employment and Conditions of Services) Act, 1979 & Rules 1983.**

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

- (iii) Register of overtime in Form – XVIII.
- (iv) The contractor shall issue an photo identity card to his employees.

### **13.0 Wages:-**

- (a) The Wages fixed as Unit rate (exclusive of GST,EPF,ESI) for Agents in Schedule A 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.

### **14.0 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.

### **15.0 ESI Documents for While Claiming Bills:-**

- (a) The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory).
- (b) The contribution history of the respective months should be submitted.
- (c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.

S.No	IP.No	IP.Name	No. of days	Wages	IP Contributions
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- (d) All the documents should duly signed with seal by the contractor.

## **16.0 Tamil Nadu Rationalisation 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)

**17.0 Agreement and Undertaking to be furnished by the contractors in respect of the Statutory Provisions:-**

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

**18.0 EPF & ESI Reimbursements:**

The following conditions will be made by the contractor for reimbursement of ESI and EPF.

- a) The value shall be corresponding to the direct labour portion fixed in the price schedule. The breakup of accepted schedule of prices with components such as EPF and ESI, GST among others shall be specified separately in the price schedule.
- b) Every bill towards the works contract shall be considered for admission only upon submission of documentary proof for having paid the EPF & ESI amounts for the period on which the works contract bill is claimed. However, the value of EPF & ESI shall be reimbursed at actual subject to not exceeding the accepted EPF & ESI of employer component value in the awarded cost. In the event of the reimbursement amount exceeding the accepted value of EPF & ESI of employer contribution the additional cost will also be reimbursed and same will adjusted against the works contract bill value.
- c) In order to avoid any legal implications at a later date, an undertaking /declaration shall be submitted by the contractor before closure of works contract and settlement of final bill amount, to the effect that, there are no EPF & ESI dues to be remitted in respect of the period of execution of the respective contracts, and in case if there is any shortfall of discharging the EPF & ESI obligation on the part of the contractor at a later date, TANGEDCO shall not be responsible for the consequent financial obligations in this regard.

d) The Contractors shall register their establishment under (PMRPY) Pradhan Mantri Rojgar Protsahan Yojana with the Employees Provident Fund Organization. (On registration under the PMRPY scheme with employees provident fund organization, the contractors are not required to remit the Employer's contribution and so the claim/reimburse of the Employer's contribution of EPF will not arise).

e). The contractor should also declare that the employer contribution in respect of EPF will be availed from PMRPY or it would be borne by the employer/contractor as the case may be.

f). The workers engaged by the contractors should have EPF - UAN number (Universal Account Number)

### 19) LIQUIDATED DAMAGES:

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

- i. If the contractor fails to supply the staff and commence the contract within the time specified in the contract or any extension thereof, the TANGEDCO shall recover from the contractor as liquidated damages, a sum of **half percent (0.5%)** of the contract price of the undelivered Agents for each completed week of delay. The total liquidated damages shall not exceed **ten percent (10%)** of the total contract price. The LD amount will attract GST. 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 TANGEDCO 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.
- ii. Provision of Agents will be deemed to have been delivered and commenced only when all the tendered number of staff are provided. If certain number of staff are not provided in time, the same will be considered as delayed unless the remaining staff are provided. Liquidated damages with GST will also be levied for the quantity not supplied as is done for the delayed provision of staffs. If the Agents are provided in part which could not be beneficially used by the TANGEDCO (due to such in-complete supply), liquidated damage will be worked out on the basis of entire contract price only and not on the value of delayed portion.

If supplies to be rendered are made by the contractor beyond the period specified by the TANGEDCO and they are accepted by the TANGEDCO, such acceptance is without prejudice to TANGEDCO's right to levy liquidated damages for delay in supply.

- iii. If the ordered number of Agents are not provided, the TANGEDCO shall recover from the contractor, as liquidated damages, sum of TEN PERCENT(10%) of the contract value in addition to the cost of un provided portion.

Tenderers not giving clear and specific acceptance to the above clauses are liable to be rejected.

## **20.0 AVAILABILITY OF AGENTS :**

The Agents are requested to be made available on intimation from the respective reporting officers assigned.

## **21.0 FORCE MAJEURE:**

If at any time, during the continuance of the contract, the performance in whole or in 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 any other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the TANGEDCO within 15 days from the date of occurrence thereof, either party shall, by reasons 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 and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end ceased to exist.

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

It is hereby specifically agreed that time is the essence of the contract. The termination of the contract as afore said shall not absolve the Supplier/ Contractor of his liability to pay damages to the TANGEDCO for the breach of contract to deliver the goods / service or complete the performance of the contract with in the time fixed in the contract order.

## **22.0 FAILURE TO EXECUTE THE CONTRACT:**

Contractors failing to execute the order placed on them to the satisfaction of the TANGEDCO under the terms and conditions set forth therein, will be

liable to make good, the loss suffered by the TANGEDCO, 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. However this is without prejudice to the imposition of liquidated damages clause.

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

### **23.0 NON-ASSIGNMENT:**

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

### **24.0 EFFECTING OF RECOVERIES:**

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

#### **GST & GSTIN NO.:**

1. Any GST relevant applicable on this contract based on individual status of bidder will be reimbursed on production of documentary evidence. Tenderers shall indicate if any GST is applicable.
2. The tenderers should furnish the **GSTIN NUMBER** in their offer without fail. Otherwise the offer is liable for rejection.
3. Interest on belated submission/payment of Security Deposit for extended period of contract, Liquidated damages, Forfeiture of EMD and Security Deposit, penalty and any other recoveries in any is subject to GST.
4. **TDS under GST:** The Central Government vide Notification No.50/2018 dated 13th September 2018 has notified 1st day of October, 2018 as the date from which the provisions of Tax Deducted at Source (TDS) under GST as per Section 51 of the CGST Act, 2017 shall come into force.

Accordingly, Tax at the rate of 2% ((i.e CGST 1% and SGST 1%) or (IGST 2%)) will be deducted from the payment made or credited to the supplier (i.e deductee) of taxable goods or services or both from the invoices raised by the suppliers or service providers where the total value of such supply under a contract exceeds the value of Rs.2,50,000/-

5. In case Pos and K2 Agreement, the verification of GST remittance need not to be carried out for each and every bill of supplier /contractors and GSTR 2A could be verified only at time of PO/K2 agreement closure except for ITC benefits eligible expenses in thermal stations. In case of non filling of GSTR1 by supplier/contractors, the release of S.D., EMD, Retention money may be withheld.

The K2 Agreement executing authority should verify the GSTR-2A at the time of K2 agreement closure.

The K2 agreement executing authority should confirm the filing of GSTR1 by the contractor while passing the bills.

**Excess GST claim by supplier:**

There may be difference between GST claimed from TANGEDCO and remitted to Govt.in GSTR 2A.Any lesser GST remittance found in GSTR 2A than claimed from TANGEDCO, the excess collection of GST shall be recovered from suppliers, duly adhering regular procedures.

**25.0 JURISDICTION FOR LEGAL PROCEEDINGS:**

No suit or any proceedings in regard to any matter arising in any respect under 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 of the courts in Tamil Nadu and not in the courts in Chennai City, then it is agreed to between the parties that such suits or proceedings shall be instituted in 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.

An undertaking in this regard in a non-judicial stamp- paper of value not less than Rs.80 should be furnished on receipt of the detailed contract Order.

**26.0 ARBITRATION:**

The TANGEDCO 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.

**27.0 DEVIATIONS FROM SPECIFICATION:**

If the tenderer wish to deviate from the provisions of this specification, he shall list out such deviations, in the format enclosed and submit full particulars and reasons therefore. Unless this is done, the details offered shall be considered to comply, in every respect within the terms and conditions of this specification.

**28.0 RECOVERIES OF DUES:**

The TANGEDCO 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.

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

### **29.0 PAST PERFORMANCE:**

The intending tenderers shall furnish the details of various work contracts executed by them during the last ten years as on the date of tendering in the proforma enclosed in the Tender Specification and also the proof for having attended similar works along with their satisfactory performance. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the Tenderers in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

### **30.0 TO WHOM TO REPORT:**

The Call Centre Agents shall have to report as per the following:

**All 44 EDCs** - Officers as nominated by the Superintending Engineers concerned

### **31.0 CONTRACT AGREEMENT:**

A successful tenderer shall execute the contract agreement with TANGEDCO for the above work. The Contract agreement shall be made with the following offices in a non-judicial stamp- paper of value not less than Rs.80 within **15 days** from the date of commencement 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 contract shall be liable for cancellation.

**All 44 EDCs** - Officers as nominated by the Superintending Engineers concerned

CHIEF ENGINEER  
MATERIAL MANAGEMENT

**SECTION VI**  
**TECHNICAL SPECIFICATION NO : M-02/2022-23**

**At all 44 EDCs (At the locations specified by the Superintending Engineer Concerned)**

Sl.No	Type of Customer Care Agents	Total Requirement
a)	4 No. Agents x 44 EDCs (3 Shift & 1 General for reporting)	176 Nos.

- i) No.of Days : 365 days.
- ii) No. of Agents/Shift : as above
- iii) No.of Shifts/Day : 3 Shifts.
- iv) No.of Hours/Shift : 8 hours

**ELIGIBILITY :**

**a. AGE:**

- (i) Agents : Minimum Limit 20 years; Maximum Limit 40 years

**b. EDUCATIONAL QUALIFICATION:**

Agents :

**“Any Degree/Diploma with computer knowledge”.**

**c. TRAINING:**

The agents should have trained on call centre activities and the Contractor should impart training in TANGEDCO call centre to the newly recruited agents for minimum 5 days. After completion of 5 days training period and having satisfied with the performance by the competent authority, he/she will be allowed to take a shift duty at call centre.

The age proof and educational qualifications certificates should be produced before inducting the candidates into training at call centre.

**JOB QUALITIES:**

They should be able to receive the complaints with full complete address, Phone Number from the complainants and enter in the Computer by assigning complaint numbers and transfer the same to the circle office customer care agent. During the existence of the contract, Agents may have to enter the data in the Personal Computer at any point of time.

They should have good command over the languages both in Tamil and in English.

In case of prolonged interruptions due to network conditions, lot of complaints might be received from the consumers repeatedly. In such circumstances, the customer care agents shall keep their temperament cool and reply politely to the consumer indicating the action taken to restore supply soon.

In case of delay in restoration of supply, the consumers may get angry and even some of them may use abusive words for the inconvenience caused to them due to failure of supply. Even in such circumstances the Agents attending the calls will have to reply to the consumers politely without losing patience.

The customer care centre agents should co-ordinate with the TANGEDCO Telephone Operators in FOC Centres in circle office / division / section office in getting results so that the same can be communicated to the complainants, whenever required. They should be well versed with the activities of FOC and O&M section so as to give logical response to the consumers.

They should get exposure to the knowledge about the fault conditions such as Feeder Trip, H.T. cable fault, L.T. cable fault, Transformer failure, Pillar Fuse, H.G. Fuse, Grid Separation, Service Cable fault, Shut down, Jumper cut etc., According to the nature of the fault they should intimate the consumer the tentative time of rectification of fault after ascertaining the same from the Assistant Engineer, customer care centre.

#### **CONDITIONS TO BE ADHERED:**

**Working hours of Call Centre:** The Call Centre will have to function round the clock on all days with three shifts per day.

#### **TOTAL AGENTS REQUIREMENT:**

- |                          |             |
|--------------------------|-------------|
| (i) No.of Days           | : 365 days. |
| (ii) No. of Agents/Shift | : as above  |
| (iii) No.ofShifts/Day    | : 3 Shifts. |
| (iv) No.of Hours/Shift   | : 8 hours   |

**The agents should be given one day off in a week compulsorily as per the statutory provisions.**

The contractor shall ensure that Agent shall attend more than 2 night shift duties continuously. They shall also ensure that on completion of every two continuous night shift duties, an off is provided on the next day, in order to have an effective functioning in the call centre.

If any one Call Centre Agent goes on leave, the Contractor should arrange for alternate agent so that all the Agents are available per shift round the clock. One Supervisor per shift must also be compulsorily present to monitor and co-ordinate the functioning of the Call Centre activities with the Assistant Engineer/ Call Centre.

If any one of the Agent is not relieved because of another reliever not turned up for duty, the existing shift Agent should continue the shift till the reliever shift takes over the charge. Anyhow continuance of shift duties by the agents will not be admitted on regular basis and will be considered only on emergency condition.



Due to unfortunate situation if the reliever shift couldn't turn up for duty, the Contractor immediately should arrange for alternate Agent failing which, penalty as per clause 5.3 of Section V will be enforced.

If the contractor fails to provide less than 90% Agents per shift consecutively for 2 days, the contract is liable for termination.

If necessary, the TANGEDCO can provide Agents to the Call Centres in which no agent /less agent are provided by the contractor.

## **GENERAL TERMS AND CONDITIONS.**

The customer care centre agents with good conduct and character should be provided.

If the performance of the customer care centre agents is found not satisfactory the Assistant Engineer/ customer care centre shall inform the same to the contractor to terminate the services for the agent immediately .

The customer care centre agents shall wear identity card without fail.

The TANGEDCO will not be held responsible for any type of accident on the agent during the course of duty and all costs towards compensation have to be borne by the contractor. However the contractor is instructed to take necessary insurance for staff provided to TANGEDCO Call Centre and insurance Document should be submitted to the TANGEDCO for verification.

The Customer care Agents should abide by the at Minnagam/Head Quarters and also the officers as assigned by the respective Superintending Engineers.

The attendance register should be maintained by the agency and shall be submitted to the officer assigned by the Superintending Engineer concerned. The officer assigned may at anytime have the right to verify the attendance of agents with those of actual present.

The name list of all the Call Centre Agents should be submitted well in advance. In the event of any Call Centre Agents resigns an alternative person should be arranged within three days.

The contractor employee shall not have any right to claim preference for any post in TANGEDCO due to his work and TANGEDCO will not entertain such a claims.

The contractor should make his own arrangements for the transportation of Call Centre Agents during the period of Bandh / General strike and it is his prime responsibility for arranging staff during strike period. If he fails to provide the staff during this period it will be reviewed seriously and his performance will be taken into account in future tender.

TANGEDCO has the right to cancel the contract during the middle of the contract if it is not satisfied with the performance of the contractor or to extend the contract period at the prevailing awarded rate for further period as the TANGEDCO deemed fit. However the

contractor should not claim extension for further period / or claim preference on any future work.

The contractor should furnish to the reporting officer the monthly report in the following format

No. of Call Centre Agents attended the shifts for the month
---

The contractor is requested to furnish the names of persons with address & their Bank A/C details to be engaged as Agents.

The contractor shall not employ minor personnel (below the age of 20 years) or personnel with a criminal record .

The contractor or his employees should keep and maintain the equipments, Desktop PCs including software in good working condition and any damage / loss caused to the equipment, the TANGEDCO shall levy damages for compensation for the same. The contractor should agree to indemnify the TANGEDCO against such losses.

#### LIABILITY FOR ACCIDENTS TO PERSONS:

The contractor shall indemnify and save harm to the "TANGEDCO" against all actions, suits, claims, demands, cost of expenses arising in connection with injuries suffered, by persons employed by the "CONTRACTORS" on the works whether under the General Law or under the Workmen's Compensation Act, 1923, or any other statute in force on the date of the Contract dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under.

The contractor shall instruct the call centre Agents to air their grievances only through them. TANGEDCO will not entertain any grievances of any kind in this regard.

The contractor should provide ID card for each Agent.

#### **PERIOD OF CONTRACT:**

The period of contract is one year from the date of commencement of contract.

The contractor should supply the Agents as detailed below:-

- |       |                     |             |
|-------|---------------------|-------------|
| (i)   | No.of Days          | : 365 days. |
| (ii)  | No. of Agents/Shift | : as above  |
| (iii) | No.of Shifts/Day    | : 3 Shifts. |
| (iv)  | No.of Hours/Shift   | : 8 hours   |

**One day weekly off is compulsorily to be given for all agents as per the statutory provisions**

Chief Engineer  
Material Management

**SCHEDULE - A****SPECIFICATION NO :M-02/2022-23****SCHEDULE OF PRICES (TO BE QUOTED ONLINE AS PER BOQ FORMAT)**

Sl. No	DESCRIPTION	RATE OFFERED in Rs
1.	<b>Customer care agents per day shifts 4/EDC) (4x44=176) ( 3 in shift and 1 in General)</b>	
2.	<b>Unit Rate for provision of (1 No). Customer care agents per shift exclusive of GST,EPF &amp; ESI (A)</b>	
3.	<b>EPF</b>	
	Employee"s contribution(%)	
	Amount	
	Employer"s contribution(%)	
	Amount <b>(B)</b>	
4.	<b>ESI</b>	
	Employee"s contribution(%)	
	Amount	
	Employer"s contribution(%)	
	Amount <b>(C)</b>	
5.	<b>Firm Administration/ Supervision charges (Quote % only).It is the % on the sum of total basic price of persons supplied.</b>	
	<b>In percentage(%)</b>	
	<b>Amount (D)</b>	
6.	<b>GST</b>	
i	<b>SGST in(%)</b>	
	<b>SGST in Rs. (E)</b>	
ii	<b>CGST in (%)</b>	
	<b>CGST in Rs. (F)</b>	
7.	<b>IGST in (%)</b>	
	<b>IGST in Rs. (G)</b>	
8.	<b>GST TOTAL (E)+(F)+(G)</b>	
9	Total value for one customer care agent per shift exclusive of GST (A)+(B)+(C)+(D)	
10.	Total value for one customer care agent per shift inclusive of GST (A)+(B)+(C)+(D)+(E)+(F)+(G)	
11.	Total value for provision of customer care agents for 365days exclusive of GST(1)x(9)x365	
12.	Total value for provision of customer care agents for 365days inclusive of GST(1)x(10)x365	

**Note:**

1) The bidder shall download the BOQ template and upload after filling relevant columns. Bidders are allowed to enter the Bidder Name and rates only. The BOQ template must not be modified/ replaced by the bidder, else the bid is liable to be rejected.

2) Employees contribution on EPF & ESI will not be taken for Evaluation

3) One day weekly off is compulsorily to be given for all agents as per the statutory provisions. The rate shall be quoted duly taking into account on the above basis.

4) The contractor shall submit the details for the actual Administration/Supervision charges (in percentage (%)). The Administration/Supervision charges will be admitted only for the total basic price of supplied man power during the month.

5) TANGEDCO will be reimbursed the employer contribution of ESI.

6) Based on the declaration towards the employer contribution in respect of EPF will be availed from PMRPY or it would be borne by the employer/contractor as the case may be, TANGEDCO will be decided towards reimbursement of the employer contribution of EPF.

**SCHEDULE - B****SCHEDULE OF COMMERCIAL TERMS.**

1. Description : Outsourcing of Customer Care Agents for 44 EDCs in coordination with the Minnagam State Level Centralized Customer Care Centre at 1<sup>st</sup> Floor of TANTRANSCO Building, TANGEDCO Head Quarters, 144, Anna Salai, Chennai-2 for a period of one year
- 2.1 **Persons required** :
  - a. No. of Days :
  - b. No. of agents / shift :
  - c. No.of Shifts/day :
  - d. No. of hours/shift :
 } As per section VI  
Technical specification
- 2.2 **Persons offered** :
3. Whether agreeing to the stipulated payment terms of TANGEDCO. :
4. Whether agreeing to the stipulated liquidated damages clause of the TANGEDCO :
5. Whether agreeing to the stipulated Security Deposit clause of the TANGEDCO :
6. Whether agreeing to the stipulated Deduction of Penalty clause of the TANGEDCO. :
7. Whether agreeing to stipulated validity period :

NOTE: Say "Yes or No" to the above , if your answer is NO, indicate your terms.

COMPANY SEAL

SIGNATURE OF THE TENDERER  
WITH DATE

**SCHEDULE - 'C'****DEVIATION FROM TECHNICAL SPECIFICATION**

All Technical Deviations from the Specification shall be filled in the Tenderer, Clauses by clause, in the Schedule

-----

SECTION NO.	CLAUSE NO.	DEVIATION
-----		

-----

The tenderer hereby certifies that the above mentioned are the only deviations from the technical Specifications and confirms to the Specification in all other respects.

COMPANY SEAL:

SIGNATURE :  
DESIGNATION :  
COMPANY :  
DATE :

**SCHEDULE - 'D'****DEVIATION FROM COMMERCIAL SPECIFICATION**

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

-----		
SECTION NO.	CLAUSE NO.	DEVIATION
-----		

-----

The Tenderer hereby certify that the above mentioned are the only deviations from the Commercial terms of the Specification.

COMPANY SEAL :

SIGNATURE:  
DESIGNATION :  
COMPANY :  
DATE :

**SCHEDULE - 'E'****STATEMENT OF SUPPLY ORDERS EXECUTED / UNDER EXECUTION DURING THE  
PREVIOUS YEARS**

SL. NO.	NAME & ADDRESS OF THE ORGANI- SATION	P.O.No. & DATE	QTY.	VALUE OF ORDER IN	SCHEDULE DATE OF LAKHS	ACTUAL DATE OF COMPLE - TION OF ORDER	COMPLE - TION OF ORDER
-1	2	3	4	5	6	7	

COMPANY SEAL :

 SIGNATURE :  
 DESIGNATION :  
 COMPANY :  
 DATE :



**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION****SCHEDULE - 'F'****DECLARATION FORM**

TO  
THE CHIEF ENGINEER  
MATERIAL MANAGEMENT,  
4<sup>th</sup> FLOOR WESTERN WING,  
144, ANNA SALAI,  
CHENNAI - 600 002.

Dear Sirs,

- 1) Having examined the above Specification together with the accompanying schedules etc., we hereby offer the work covered in this Specification at the rates entered in the attached schedule of prices.
- 2) We hereby guarantee the particulars entered in the schedule attached to the Specification.
- 3) In accordance with security deposit clause, Section-V, of the Specification we agree to furnish security deposit to the extent of 5% of the total value of the contract.
- 4) I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
- 5) In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.
- 6) I/We hereby unconditionally accept to pay the amount equivalent to EMD along with applicable GST, together with the costs if any, in the event of non fulfilment of the conditions in the tender specification.

Yours faithfully,

PLACE :  
DATE :  
COMPANY SEAL:

SIGNATURE :  
DESIGNATION :  
COMPANY

**SCHEDULE - 'G'****FORMAT FOR BANK GUARANTEE IN LIEU OF E.M.D.****(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs.80/-)**

Beneficiary: The Chief Engineer, Materials Management,  
Tamil Nadu Generation and Distribution Corporation Limited,  
4<sup>th</sup> Floor, WESTERN WING, N.P.K.R.R. Maaligai,  
New. No:144, Anna Salai, Chennai - 480 002

Date: .....

Bid Guarantee No: .....

We have been informed that M/s..... (here after called "the bidder") has submitted to you its bid dated ..... (herein after called, "the bid") for TANGEDCO e-Tender Specification No: M-.... / 2021-22.

Furthermore, we understand that, according to the conditions, bids must be supported by a Bid Guarantee.

At the request of the bidder, we the..... BANK, Banking company, a body corporate, constituted under the Banking companies (Acquisition and Transfer of Undertakings) act, 1970, with their head office at ....., and having among others at branch office at ....., India hereby irrevocably undertake to pay you a sum or sums not exceeding in total an amount of **Rs. ..../- ( Rupees ..... Only/-)** upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder :

- a) has withdrawn its bid during the period of bid validity specified by the Bidder in the form of bid ;or
- b) having been notified of the acceptance of its bid by the TANGEDCO during the period of validity
  - i. fails or refuses to execute the contract form, if required ,or

ii. fails or refuses to furnish the Security deposit cum performance Bank Guarantee, in accordance with the instructions to Bidders.

This Guarantee will expire:

a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the bidder and the security deposit cum Performance Bank Guarantee issued to upon the instruction of the bidder and

b) if the bidder is not successful Bidder, upon the earlier of

i. our receipt of copy of the notification to the Bidder of the name of the successful Bidder or

ii. Six months after the expiration of the Bidder's Bid.

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

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

1. Our liability under this Bank Guarantee shall not exceed Rs. ..../- ( Rupees ..... Only/-)

2. The Bank Guarantee shall be valid up to .....

3. We are liable to pay the guarantee 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 ..... (mention period of the guarantee as found under clause (2) above plus claim period)"

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

In the presence of witnesses:

1.

2.

(Signature with seal of the Bank (Name in Block letters) and

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

\*\*\*\*\*

**SCHEDULE – H**  
**UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS**

This undertaking executed at ..... on this..... (date)  
 ..... ( month ) two thousand and one by M/s.

Registered under Companies Act, 1956 having its registered office at ..... hereinafter called the Contractor (which expression shall where the context so admits mean and include its successors in office and assigns ) with the TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD a body corporate, incorporated under Companies Act, having its registered office at No.144, Anna Salai, NPKRR Maaligai, Chennai 600 002 hereinafter called the TANGEDCO ( which expression shall where the contest so admits means and includes its successors in office and assigns)

WHEREAS the contract is for the supply of..... in terms of the Purchase Order No. .... dt. ....

AND WHEREAS in accordance with clause ..... of the above said purchase order certain terms were stipulated for the above supply.

AND WHEREAS in accordance with clause ..... of the above mentioned Purchase 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 High Court Madras, City Civil Court of Chennai or other Court of small causes at Chennai, as the case may be.

IN CONSIDERATION of the TANGEDCO 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 any court, save in the High Court, Madras, City Civil Court at Chennai or at 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 might arise within the jurisdiction of any of the courts in Tamil Nadu and rest within the jurisdiction of Courts outside the Tamil Nadu, then it is agreed to between the parties that such suit or 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 even though any part of the cause of action might arise within the jurisdiction of such Courts.

IN WITNESS WHEREOF of Thiru ..... of the contractor hereby put his hand and seal for due observance of the undertaking in the presence of the following witnesses.

SIGNATURE  
 NAME IN BLOCK LETTERS  
 SEAL OF THE COMPANY

WITNESS

- 1.
- 2.

### SCHEDULE – I

**Declaration to be submitted by the bidders in NJS paper of value not less than Rs.80/-**

To  
The Chief Engineer,  
Material Management,  
4<sup>th</sup> Floor, Western Wing,  
144, Anna Salai, Chennai - 600 002.

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 TANGEDCO 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 TANGEDCO failing which TANGEDCO may take appropriate action.

Signature of bidder with Company Seal

Note:

Bidder may strike out the para not applicable.

## SCHEDULE – J

### **Declaration pursuant to Section 206AB**

#### **(To be obtained from applicable Suppliers)**

This is to declare that .....(Name of the supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2020-21 and 2021-22 (FY 2019-20 and FY 2020-21) and we shall file the ROI for Assessment Year 2022-23 (Financial Year 2021-22) within the due date as per the provisions of the said Act.

Permanent Account No. (PAN) of our Company/Firm/Individual is ..... The details of Return of Income filed are as below:

S. No	Assessment Year	Acknowledgement No	Date of Filing
1	2020-21	_____	_____
2	2021-22	_____	_____
3	2022-23	_____	_____

Place :

Date :

(Authorized Signatory)  
Signature & Seal

**SCHEDULE – J****Guidelines to Customer care Call Centre Agents :**

1. Attending to each Call of Consumers, the Agents of call Centre shall answer to the consumers with utmost respectable manner, polite and pleasing way.
2. Whenever a call is received by the Agents he/ she shall say Good Morning/ Good Evening or "Vanakkam" in Tamil .
3. All the Call Centre Agents shall have very good fluency in Tamil and English.
4. If a consumer wishes to interact in Tamil, the Agents shall also interact in Tamil.
5. The Agents shall always listen to the consumer Grievances and shall have a vision/ mind and patience to understand their problem and needs.
6. The Agents shall always interact with consumers on conversation by extending Sir/ Madam and vice versa words in Tamil.
7. In the case of prolonged interruptions due to network conditions, lot of complaints will be received from the consumers repeatedly. In such case, the Agents shall keep cool and reply to the consumer politely indicating the action taken to restore supply soon.
8. In case of delay in restoration of supply the consumers may get angry and even some of them may use abusive words due to inconvenience caused to them due to failures of supply. Even in such circumstances the Agents of Call centre will have to reply to the consumers politely without losing patience.
9. The Agents shall create an amicable atmosphere to listen to the consumers complaints and shall not enter into arguments with consumers.
10. The Agents of Call centre shall always interact with consumers with patient listening and creating cordial atmosphere.
11. The Agents of Call Centre shall not keep the phone very near to mouth or faraway from mouth.
12. The Agents shall not talk to consumers by way of taking Tea or Tiffin or chewing any eatable.
13. While on a situation for any in between conversation, the Agents shall inform to the consumers requesting them "Please wait for a moment."
14. The Agents shall not talk fast to the consumer which could not be audible/ receivable/ recognizable.
15. The Agents shall wait until the consumer completes his grievances.

SIGNATURE  
NAME IN BLOCK LETTERS  
SEAL OF THE COMPANY

WITNESS

- 1.
- 2.

Annexure I

THE UNDERTAKING SHOULD BE SUBMITTED BY THE CONTRACTORS IN 80 RUPEES STAMP PAPER FOR THE RESPECTIVE WORKS WHILE CLAIMING THE PART/FINAL BILLS.

NATURE OF WORK:

ORDER NO.

- 1) I/We hereby state that, the EPF &ESI employee and Employer contribution has been remitted for all the workers engaged for execution of the respective contracts.
- 2) I/We hereby state that, there are no EPF & ESI dues to be remitted in respect of the period of execution of the respective contracts, and in case ,if thereis any shortfall of discharging the EPF & ESI obligation on our part(Contractor) at later date TANGEDCO/TANTRANSCO shall not be responsible for the consequent legal/Financial obligations.

DATE:

PLACE:

Authority Signatory  
(contractor)  
With seal