

:: TAMILNADU TRANSMISSION CORPORATION LTD ::

From

Er. K.N.SANTHINI, B.E.,
Chief Engineer,
System Operation/TANTRANSCO,
Trichy – 620 020 (TN)
Email: cesotry@tnebnet.org

To

M/s. Biruntha Engineering Construction,
No. 4/133, Caldwell Colony,
1st Street, Tuticorin – 628 008,
Tamilnadu.
Email:birunthaengineering@gmail.com

**Lr.No.CE/SO/TrY/EE/AEE/AE/MM/ Spec.No.ET-08/2021-22/ W.A.No. 01 /22-23/
D.No. 072/2022-23 dated 23.06.2022.**

Sir,

Sub : Elecy - System Operation / Trichy–Spec No. **CE/SO/TRY/ET-08/2021-22** – “Supplying manpower in Shift/Maintenance activities in 15 Nos. 230/110KV EHT Sub Stations in **Trichy Operation circle** through Works Contract for two years from the date of utilization – Award of work to the L1 bidder **M/s. Biruntha Engineering Construction, Tuticorin** – Detailed Work Award Letter – Reg.

- Ref :
1. Tender Spec No.CE/SO/TRY/ET-08/21-22, dated 22.01.2022.
 2. Techno commercial bid opened on 08.03.2022.
 3. Price bid opened on 14.03.2022.
 4. Lr.No.CE/SO/TrY/EE/AEE/AE-MM/F. TRY SS AMC Tender dkt/D.387 / 2021-22 dated 14.03.2022.
 5. Your Letter dtd.18.03.2022 .
 6. Lr.No.CE/SO/TrY/EE/AEE/AE-MM/F. TRY SS AMC Tender dkt/D.387-1 / 2021-22 dated 18.05.2022.
 7. Your Letter dtd.20.05.2022.

1.0 Acceptance:

I acting for and on behalf of and by the order and directions of Tamil Nadu Transmission Corporation Limited hereby accept your negotiated rate vide your letter cited under ref (7) on K2 contract basis for a value **Rs. 7,06,11,893/- (Rupees Seven Crore, Six Lakh, Eleven Thousand, Eight Hundred and Ninety Three only)** for works contract in supplying manpower for Shift/Maintenance activities at various 15 Nos. 230/110KV EHT substations in **Trichy Operation Circle** for a period of **two years** from the date of execution of the agreement.

2.0 Rates of Award :

S. No	Description of labour	No. of Persons	Basic rate Rs./shift	Period of work (days)	Total Value of Contract Rs.
1	Technical Assistant Grade-II	21	945	730	1,44,86,850.00
2	Wireman Grade -II	18	708	730	93,03,120.00
3	Mazdoor Category -II	58	461	730	1,95,18,740.00
Sub total Rs.					4,33,08,710.00
Contractors service charges	Technical Assistant Gr -II		8.5%		12,31,382.25
	Wireman Gr.II		10.5%		9,76,827.60
	Mazdoor category -II		34%		66,36,371.60
Statutory Compliance Expenses @ 1.5 %					6,49,630.65
EPF @ 13%					56,30,132.30
ESI @ 3.25%					14,07,533.07
Sub total Rs.					5,98,40,587.47
GST @ 18% Rs.					1,07,71,305.74
Grand Total Rs.					7,06,11,893.21
Say Rs.					7,06,11,893/-

3.0 a)AGREEMENT:

You are requested to produce,

- (i) A non-judicial stamp paper to a value of Rs. 80/- (Rupees Eighty only) to the Superintending Engineer / Operation / Trichy immediately on remittance of Security deposit for executing the K2 Agreement.
- (ii) Indemnity Bond in a non-judicial stamp paper for the value of Rs. 80/- (Rupees Eighty only) to the Superintending Engineer / Operation / Trichy. Agreement should be executed before commencement of the above work.
- (iii) Labour license, as stipulated by the Operation circle.
- (iv) Undertaking for Legal jurisdiction proceeding before execution of agreement, in a non-judicial stamp paper to a value of Rs. 80/- (Rupees Eighty only).

3.0 b) SPECIAL CONDITIONS :

The claimed bills for the contractor shall be admitted only

- ❖ upon receipt of documentary confirmation for having remitted EPF & ESI to the authorities concerned.
- ❖ claimed staff salaries are directly credited to their bank accounts.

4.0 a) PRICE :

The contract rate once agreed will be fixed and firm during the contract period of two years.

b) CONTRACT COMPLETION PERIOD :

730 days from the date of taking over of contract work at 15 Nos. of 230/110KV EHT Substations in Trichy Operation Circle and the work should be taken over within 30 (thirty) days of receipt of letter award.

c) SECURITY DEPOSIT :

The successful tenderer have to furnish a security deposit cum performance guarantee up to 3% of the value of the contract for proper fulfilment of the contract. The Security Deposit will be in the form of electronic mode of payment (RTGS/NEFT) or irrevocable Bank Guarantee for 27 months from the date of work award letter.

The Security Deposit amount of **Rs.21,18,360/- (Rupees Twenty One Lakh Eighteen Thousand Three Hundred and Sixty Only)** shall be paid in the name of **Superintending Engineer /Operation /TANTRANSCO/Trichy**

The security deposit shall have to be paid and agreement executed within 30 days of receipt of letter of award. Failure to remit SD within stipulated time will lead to forfeiture of EMD and proposed award of Contract would be cancelled without further notice. The award may be made to L2 tender. The belated payment of security deposit shall not be accepted.

The Security deposit amount shall include the EMD already paid by the successful tenderer. The above security deposit will not bear any interest. The security deposit cum performance guarantee will be released after 27 (Twenty Seven) months from the date of work award letter.

The Security Deposit, against this contract will be repaid / released to the contractor, only if the contract is completed to the satisfaction of the TANTRANSCO. If TANTRANSCO incurs any loss or damage on account of breach of any of the clauses mentioned above, or any other amount arising out of the contract becomes payable by the contractor to TANTRANSCO, then TANTRANSCO will, in addition to such other rights that he may have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the contractor.

5.0 PAYMENT TERMS:

(i) Invoice/Bills shall be furnished on monthly basis. The monthly due shall be claimed by the contractor for the period from 1st to end of calendar month. Payment will be made through RTGS/NEFT for the above period for the actual work done. The actual works charges for that month after deducting the penal charges, if any as indicated in the LD Clause for delay in attending breakdowns beyond the lead time shall be paid every month.

(ii) Monthly payment will be made through RTGS/NEFT after deducting liquidated charges if any, within reasonable time from the date of receipt of bills in complete shape. In case, if there is any delay on the part of the contractor in carrying out the rectification works, then Liquidated Damages as per LD Clause shall be deducted while effecting the monthly payment.

(iii) In TANGEDCO/TANTRANSCO from 01.01.2021 the digital based statutory compliance services should be integrated with the bill processing system. The bills will be processed only after the automatic clearance from the Digital based Statutory Compliance services.

(iv) No advance payment will be made for any item of work. **The payment will be made only as per the accepted rate as per the agreement to be executed by contractor in the bond and no escalation or increase in rate is allowed.**

(v) Payment will be made to the Contractor under the certificates to be issued by the Engineer to ensure uninterrupted progress of work. An intermediate payment will be made by the Engineer to a sum equal to 95% of the value of work as so certified, and the balance of 5% will be withheld and retained as security for the fulfilment of the contract.

(vi) The bills for payment will be passed only after **approval/ acceptance of Statutory Compliance Clearance Certificate by EE/Operation concerned.**

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

- (viii) 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.
- (viii) The payment of Wages to the workmen engaged 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.
- (ix) The GST paid by the contractor will be reimbursed on submission of documentary evidence for the same.
- (x) 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.
- (xi) The payment to the workmen 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 workmen during the month and also to furnish the documentary evidence for the payment of basic/unit rate along with the succeeding month's bill.
- (xii) The contractor shall ensure that the payment to the workmen so employed by the contractor is made by 7th day of the succeeding month and the contractor shall have to provide a proof to this extent at the time of claim for the bill towards paid salary details with recovery of Provident Fund, Group Insurance & ESI etc.,**

6.0 Liquidated damages:

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

However, in respect of contracts where supplies effected in part or works executed in part could not be beneficially used by the TANTRANSCO (Due to such incomplete supplies / Execution) liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion. The LD amount will attract GST, as applicable.

The contractor is liable to pay to the TANTRANSCO in addition to liquidated damages for delay, the actual difference in price wherever the TANTRANSCO orders, the delayed works to be executed by other agencies at a higher rate.

7.0 GST:

Appropriate amount of GST will be reimbursed as applicable which will be reimbursed only on production of documentary Evidence for having paid to the GST authorities for this work clearly indicating the Acceptance Order number/K2 Agreement number duly remitting under relevant Account heads, otherwise GST will not be reimbursed. TANTRANSCO is not responsible for any belated payment and penalty thereof due to belated payment as far as this contract is concerned. TANTRANSCO GST Registration No. 33AADCT4780AFZA.

“TDS on GST and TDS on Income Tax will be deducted from the bills as per the rules in force. GST will be reimbursed upon the production of documentary evidence for the work portion for which the work has been completed and after the submission of the bills for the work.”

8.0 EPF &ESI :

Appropriate amount payable by TANTRANSCO as Employees Contribution towards EPF& ESI will be reimbursed against production of the voucher for having paid the amount. TANTRANSCO is not responsible for any belated payment and penalty thereof due to belated payment as far as this contract is concerned.

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

Your bills will be processed for payment only after ensuring satisfactory work by Engineer in-charge.

9.0 INSURANCE :

(a) The Work executed by the Contractor under the contract shall be maintained at the Contractor's risk till the completion of allocated works. The Contractor shall accordingly arrange for all the manpower supplied his own insurance against accident, fire and other usual risks during such period unless otherwise specified.

(b) You are further requested to give an undertaking that the labourers engaged by you for the above work have been covered under ESI / Insurance, before commencement of work.

(c) The Contractor shall ensure that the workmen are protected by

1. High risk group insurance
2. Individual medical insurance
3. Individual insuring e through bank to cover for injury/loss of life besides ESI & EPF by reimbursing the contribution.

TANTRANSCO is not accountable in respect of such insurance formalities for workmen.

(d) Medical aid :

Medical aid for staff and labour will be rendered by the contractor to the extent available.

10.0 DELAY AND EXTENSION OF TIME :

If at any time, the Engineer shall be of the opinion that the Contractor is delaying commencement of work, neglecting or delaying the progress of work, or the Contractor shall suspend the works or sublet the work or a portion thereof without the sanction of the Engineer or violates any of the provisions of the contract the Engineer shall so advise the Contractor and at the same time demand compliance. If the Contractor neglects to comply with such demand within seven days from the date of such notice, it shall then or at any time be lawful for the ENGINEER to impose a penalty or forfeiture on this Contractor from the deposit or to determine the contract.

The penalty or forfeiture referred to shall not exceed 10% of the value of the Work and is imposed in cases where the Contractor is allowed to proceed with the whole or part and complete the whole or such part of the works.

The Engineer shall have the right to give part of the work to any other Contractor at his discretion or have it done departmentally in order to maintain the rate of progress and the contract shall then be determined for the balance portion of work given to the other Contractor or done departmentally. The forfeiture will in these circumstances be applied and any excess expenditure incurred on this account shall be recovered from the contractor of this award.

“If the contractor fails to fulfill the terms and conditions of the contract and unable to continue the work, the TANTRANSCO has every right to terminate the contract and engage another agency and get the work done and the resultant excess expenditure, if any, will be collected from the contractor or recovered/deducted from the outstanding bills payable if any. The security deposit will be forfeited and GST @ 18% will be levied and collected on the amount of the security deposit forfeited and on the amount of excess expenditure incurred over and above the contract price in this tender. The contract is liable to be terminated if the successful contractor withdraws or is not taking up the work after receipt of acceptance order.”

11.0 SCOPE OF WORK:

The present specification covers “Supplying manpower in Shift/Maintenance activities in 15Nos.230/110KV EHT Substations in **Trichy Operation Circle**”through Works Contract,**for two years** from the date of utilization(**Spec. No. CE/SO/TRY/ET-08/2021-22**) as listed below:

S.No	Name of substation	Name of EDC	Name of District
1	Perambalur 230/110KV SS	Perambalur	Perambalur
2	Poyyur 230/110KV SS		
3	Eachangadu 230/110KV SS		
4	Pugalur 230/110KV SS	Karur	Karur
5	Alundur 230/110KV SS	Trichy/Metro	Trichy
6	Trichy 230/110KV SS		
7	Jambunathapuram 230/110KV SS		
8	Mondipatty 230/110KV SS		
9	Thachankuruchy 230/110KV SS		
10	Pudukkottai 230/110KV SS	Pudukkottai	Pudukkottai
11	Kadalangudy 230/110KV SS	Nagai	Nagai
12	Nemmeli Thippiakudi 230/110KV SS	Thanjavur	Thanjavur
13	Kumbakonam 230/110KV SS		
14	Thanjavur 230/110KV SS		
15	Thiruvarur 230/110KV SS	Thiruvarur	Thiruvarur

11.1 SUBSTATION SHIFT WORKS - Technical Assistant Gr. II

1. The Pressure gauges indicating SF6 Gas, Air Pressure levels of Circuit Breakers and Oil levels of the PT's, CT'S are to be checked and reported to the Assistant Executive Engineer / Shift. If there is any gas leak / Air leak in Circuit Breakers, oil leak in PT. / CT and low oil / air / gas / levels are noticed in the equipments, they are to be reported immediately to the AEE / Shift.
2. Yard to be inspected Hourly. If any abnormalities noticed in the functioning of any equipment noticed, should be immediately reported to the Assistant Executive Engineer / Shift to take further action.
3. The Technical Assistant / Shift shall carryout the instructions given by Assistant Executive Engineer / Shift and shall get the doubts cleared if any before proceeding to the yard for operation to issue LC / Normalization of LC.
4. He should not do any operation in the yard without proper instruction of the Assistant Executive Engineer / Shift on duty.
5. He shall check the electrolyte level in the cells in the battery room and if the electrolyte level is appreciably low he should inform Assistant Executive Engineer / Shift & Assistant Engineer / maintenance, for taking necessary action.
6. Charging current of the station and CC batteries are to be monitored.
7. Condition of the Auto Transformer's auxiliaries like running of cooling fans and Oil pumps, oil levels, Oil / Winding Temperature should be monitored hourly and any abnormalities noticed should be informed to Assistant Executive Engineer / Shift.
8. Daily evening peak hours he should go around the yard and glow observation should be conducted as per the instruction of Assistant Executive Engineer / Shift.
9. Hourly reading should be taken and entered in the hourly reading Log registers and SS log Software, daily.

10. Instructions of R&C measures like Load shedding , Agriculture grouping received from SLDC/Madurai should be communicated to circle Nodal SS of Trichy Region and Relief/ Feedback Communicated to SLDC in time through online system entry.
11. Nights rounds up should be conducted as per the instruction of Assistant Executive Engineer /Shift.
12. Any other works entrusted by the Assistant Executive Engineer/Shift.

11.2 SUBSTATION MAINTENANCE WORKS: Wireman (Wireman Grade II)

1. To carry out the day to day works as instructed by AEE/Maintenance for operation and Maintenance of SS.
2. Maintenance of DG Set: Cleaning of Outer surface and Panels, Checking of Oil and Diesel level and filling, Checking of Batteries.
3. Jumpers/Droppers Replacement: Taking Measurement, Cutting and allied works of various size of conductors, releasing and re-fixing etc.,
4. Maintenance of Earth Pit: Cleaning, Checking tightness of Bolts & Nuts, Measuring Earth resistance and leakage, Water pouring etc.,
5. Any other works as entrusted by the Assistant Executive Engineer /Maintenance & Assistant Engineer /Maintenance.

11.3 SUBSTATION SHIFT WORKS – Field Assistant (Mazdoor Grade II):

1. The Field Assistant would be carrying out the regular rounds in the yard and if there is any abnormality it would be informed to the AEE/Shift.
2. Assisting in the Operation of the Isolators as per the instruction of the AEE/Shift during the regular and emergency line clear, providing of earth rods during line clear and releasing the same after line clear.
3. Attending to the minor electrical defects in the control room and yard as and when required and as instructed by the AEE/Shift.
4. Deweeding of yard during maintenance work.

5. Any other works as entrusted by the Assistant Executive Engineer /Shift & Assistant Executive Engineer /Maintenance.

11.4 The Tender Covers also Annual Maintenance Contract for **Sub Station Maintenance Works**

Maintenance of Breakers of Various Capacities: Cleaning and Checking of Porcelain insulators, Tightness of Clamps, Operating Mechanism, Checking of Insulation Resistance, Control wiring tightness, SF6 Gas leakage rectification and re-filling, Closing and Tripping operation etc.,

Maintenance of Isolators of Various Voltage Ratings: Cleaning and Checking of Solid core insulators, Tightness of Clamps, Operating Mechanism lubrication and Greasing, closing and opening operations etc.,

Maintenance of Auto/Power Transformers: Cleaning and Checking of Bushings, Outer surface, Conservator etc., Tightness of Bushings, Clamps and local panels, Greasing and lubrication - Maintenance of cooling fans, Reconditioning / Replacement of Silica gel, Checking of Temperature and Oil flow alarms, vibration of radiator, Oil pipe, Valve leakage, Operation of Buchholz relay, PRV and OLTC Surge relay, Measurement of IR Value, Earth Resistance, Tightness of Transformer Bolt & Nuts, Collection of oil samples etc.,

Maintenance of Buses of various Capacities: Checking and cleaning of Bus support insulators, tightness of all clamps, Replacement of worn out clamps and jumpers, droppers, bus bar etc.,

Maintenance of CT, PT and CVTs of various Capacities: Cleaning and Checking of Porcelain insulators, Oil leakage, Tightness of Clamps, Checking of insulation resistance and checking of control wiring tightness.

Maintenance of LAs of various Capacities: Cleaning and Checking of Porcelain insulators, Tightness of Clamps, Checking of insulation resistance, Earth Resistance, condition of Surge Monitor.

Maintenance of Batteries: Cleaning of outer surface, Topping up of Distilled water, Checking and Tightening of connections, applying Vaseline to Battery Terminals and measuring the Specific Gravity and cell voltage of all cells

Maintenance of Station Transformers: Cleaning and Checking of Bushings, Outer surface, Conservator etc., Tightness of Bushings, Clamps, Cleaning of yard and Earth pits, Reconditioning / Replacement of Silica gel, Measurement of IR Value,

Maintenance of DG Set: Cleaning of Outer surface and Panels, Checking of Oil and Diesel level and filling, Checking of Batteries.

Jumpers/Droppers Replacement: Taking Measurement, Cutting and allied works of various size of conductors, releasing and re-fixing etc.,

Maintenance of Earth Pit: Cleaning, Checking tightness of Bolts & Nuts, Measuring Earth resistance and leakage, Water pouring etc.,

Miscellaneous Works: Laying of cables, lifting and replacing of cable duct slabs, transporting of T&Ps such as trolley mounted ladders, tools to the work spot and back to maintenance stores etc., Maintenance of the Yard lights and the lights in the control room, office room and attending to plumbing works in the office and the yard for earth pits, water sumps etc., Vegetation cleaning in the Yard and all the other specific works as instructed by the Maintenance Engineer.

11.5 REQUIREMENTS:

- a. The support man power for shift duty -Technical Assistant should have a minimum qualification of Diploma Passed or BE passed in Electrical Engineering.
- b. The support man power for shift duty –Electrical helper should be a skilled labour in relevant field.
- c. The support man power for maintenance works -Wireman should be an ITI holder in Wireman Grade I / Electrician Grade I.
- d. The manpower allotted for shift works should report to duty **15 minutes** in advance, on all days including holidays at 5.00 AM for I shift, 01.00 PM for II shift and 09.00 PM for III shift to the Substation AEE/Shift (or) as per the shift timing declared by EE/Operation concerned, failing which it will be considered as absence on that day.
- e. The manpower allotted for maintenance works should report to the substation on all working days at 8.00 AM and as and when required on Sundays, Government and festival holidays to the Substation in charge failing which it will be considered as absence of the personnel on that day.

- f. The support man power for maintenance works-Electrical helper should be a skilled labour in relevant field.
- g. All statutory obligations/liabilities like Salary, ESI, E.P.F., leave and weekly off provisions, as per Labour Laws for the persons employed for this contract will be the responsibility of the Contractor.
- h. TANTRANSCO will not make any direct payment thereof and will not be responsible for any lapses by the Contractor.
- i. The Contractor should take necessary group insurance for all the manpower to be supplied.
- j. In case of absence of manpower, the Contractor should provide alternate person immediately. A standing instruction in this respect should be issued to the manpower. The transport arrangement for the destination substation should be arranged by the Contractor itself. The conveyance charges cannot be claimed from the TANTRANSCO.
- k. In case the man power does not report to shift duty in time the existing man power in shift duty should continue the shift duty till the alternate person reports for duty.
- l. The persons employed by the Contractor shall be well behaved and Compliance thereof will be the responsibility of the Contractor.
- m. The manpower should have adequate knowledge of using Electrical/ Mechanical safety appliances and should be "**LIVE PART**" conscious.
- n. The Contractor should be aware and agreeable that absorption / permanency of employment in TANTRANSCO will not be claimed/permitted for the contractor or the staff engaged by the contractor.**
- o. The manpower should produce the valid identification card provided by the Contractor and the persons could not claim any benefits from the TANTRANSCO. The service personnel should always use polite words with everyone inside the Substation premises.
- p. In case of emergency in substation, Technical Assistant/Wireman/Mazdoor should report to the Engineer in charge within 30minutes on intimation of Breakdown/Outage.
- q. The contractor should agree to deploy all the Technical Assistant / Wireman / Mazdoor to meet out disaster Management at multiple places and needy places.

- r. Filming / video shooting & photography of the SS is strictly prohibited & the contractor has to ensure the same.
- s. The contractor should ensure that an **Accident Risk** Insurance Policy is taken before taking over the work. And also satisfy the field officers that policy/policies is/ are kept in force, till the work to competent authority and also ensure that policy/policies is/are kept in force till the contract is completed.
- t. **Duties of The Shift Manpower:** The shift manpower should assist in the Shift operation works in taking hourly reading of equipment parameters in the substation yard and making necessary entries in the substation log book , battery and battery charger readings etc., and also assist in the operation works in operating isolators (manual operation if necessary), manual operation of earth switches, providing earth rods during L.C works , assist in operation of DG set and change over switch in case of station supply failure and Maintenance of log book and shift records and files.
- u. **Duties of the Maintenance Manpower:** The maintenance manpower should assist in the Regular monthly maintenance of the 230 KV, 110 KV Feeders, Auto transformers, Station Transformers, 230 KV, 110 KV Bus such as movement of ladders, T&Ps, cleaning of insulators in the Breakers, current transformers, potential transformers, wave traps, CVTs, checking tightness and replacement of droppers and jumpers, clamps, checking of isolator mechanism and attending minor defects, checking and attending of compressors and mechanism in breakers, filling up of SF6 Gas in breakers, applying of grease, petroleum jelly, lubricating contacts in the breakers and isolators, oil pump and fans in transformers, laying of cables, lifting and replacing of cable duct slabs, transporting of T&Ps such as trolley mounted ladders, tools to the work spot and back to maintenance stores etc., assisting in the Maintenance of the Yard lights and the lights in the control room, office room and attending to plumbing works in the control room, office and the yard for earth pits, water sumps etc., assisting in the maintenance of D.G. sets, Station Battery and Carrier Communication Battery, Control, Relay panels, Carrier Communication panels and sets etc., and assisting in the GRT and MRT works, Vegetation cleaning in the Yard, All the other specific works and emergency works as instructed by the Maintenance Engineer.
- v. The contract labour should carry out works as per instructions of the EE/Operation concerned pertaining to Shift/Maintenance activities in substations.
- w. Provision for uniform, safety gadgets to the Wireman and Mazdoor category-II (unskilled) will be under the scope of the contractor.

12.0 GENERAL:

12.1 The Superintending Engineer/Operation/Trichy is

- a. authorised to nominate a nodal officer, not below the rank of Executive Engineer in each EDC to coordinate and submit the monthly bills to Accounts wing within due date. The Executive Engineer/Operation of concerned substation shall be responsible for handing over of monthly bills, intact, to nodal officer within three days from the date of receipt of bills from contractor.
 - b. instructed to ensure that total strength of labours in each post in each substation (for Tech Asst., Wireman and Field Assistant) engaged by the contractor (M/s. Biruntha Engineering Construction, Tuticorin) are strictly limited within strength of labours as awarded in this LOA.
 - c. to confirm that payment will be made only **to the actual days attended** during the period of contract.
 - d. directed to adhere that **"If any incumbent has joined in the regular post, the Contractor (M/s. Biruntha Engineering Construction, Tuticorin), may be instructed to terminate a contract labour from such post with immediate effect.**
 - e. instructed to the ensure that the claimed bills for the contractor shall be admitted only upon receipt of documentary confirmation for having remitted EPF & ESI to the authorities concerned.
 - f. instructed to the ensure that the claimed staff salaries are directly credited to their bank accounts as per breakup furnished to TANTRANSCO in tender documents and subsequent clarifications.
- 12.2. **M/s. Biruntha Engineering Construction, Tuticorin** is requested to contact the Superintending Engineer / Operation / Trichy for remittance of Security Deposit, Execution of agreement, take over of works and fulfilment of all the conditions specified in the above tender Specification in Trichy Operation circle.
- 12.3 TANTRANSCO reserves right to terminate contract, if TNEB Ltd fully filled vacancy of the above labours by regular posting.

The receipt of this letter may be acknowledged.

- Encl: 1. Schedule of work
2. ANNEXURE I, II & III

Sr. B. Srinivasan
23/6/22
**Chief Engineer,
System Operation / Trichy**

Copy submitted to the Director/Operation/TANTRANSCO/Chennai - for kind information please.
Copy Communicated to the Chief Engineer/Distribution/Trichy, Karur, Thanjavur - for kind information.

Copy to the Superintending Engineer / Operation /Trichy– for necessary action.

Copy to the Superintending Engineers / EDC / Trichy Metro, Perambalur, Karur, Pudukkottai, Thanjavur, Thiruvarur & Nagapattinam.

Copy to the Executive Engineers / Operation concerned.

SCHEDULE OF WORK

Description of work:

Supplying manpower in Shift / Maintenance activities in various 15 Nos 230/110KV EHT substations for a period of two years from the date of utilization in Trichy Operation Circle

Sl.No	Name of the SS	Technical Assistant	Wireman	Field Assistant
1	Perambalur 230/110KV SS	1	1	4
2	Poyyur 230/110KV SS	2	1	4
3	Eachangadu 230/110KV SS	2	0	4
4	Pugalur 230/110KV SS	3	1	4
5	Alundur 230/110KV SS	1	2	4
6	Trichy 230/110KV SS	1	2	4
7	Jambunathapuram 230/110KV SS	0	0	4
8	Mondipatty 230/110KV SS	1	0	4
9	Thachankuruchy 230/110KV SS	2	2	4
10	Pudukkottai 230/110KV SS	0	2	3
11	Kadalangudy 230/110KV SS	0	1	3
12	Nemmeli Thippiakudi 230/110KV SS	3	1	4
13	Kumbakonam 230/110KV SS	0	2	4
14	Thanjavur 230/110KV SS	2	2	4
15	Thiruvarur 230/110KV SS	3	1	4
Total		21	18	58

S. B. Srinivasan
23/6/22
Chief Engineer,
System Operation / Trichy

ANNEXURE-I

BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

THIS DEED OF GUARANTEE made on this..... day ofTwo Thousand and Fifteen by the Bank of.....(hereinafter called 'the Bank') to and in favour of the Tamil Nadu Transmission Corporation having its office at, TNEB Complex, Mannarpuram, Trichy 620 020 represented by the Chief Engineer/System Operation/ Trichy (hereinafter called 'the purchaser').

WHEREAS Messrs(hereinafter called the contractor) have by virtue of the contract entered into with the Purchaser as per the P.O. / letter of intent No.....Dt.....agreed with the Purchaser to supplyin accordance with the terms and conditions of the contract.

AND WHEREAS in accordance with the terms of the contract in P.O.....Dated.....the contractor has to pay a sum of Rs.....(Rupees.....only) as security deposit cum performance guarantee from a nationalized bank.

AND WHEREAS the contractor has requested the Purchaser to accept bank guarantee in lieu of Security Deposit / Performance guarantee for a sum equivalent to.....percent of the value of the contract for the satisfactory performance of the contract.

AND WHEREAS the bank has at the request of the contractor, agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in letter of intent No.....dated.....or in the letter dated the.....

NOW THIS DEED WITNESSES AS FOLLOWS:

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

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs...../-(Rupees0 nly)

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Purchaser.

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

3. The guarantee herein contained shall remain in force till the terms and conditions of the P.O.....Dated.....have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after.....

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

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

6. The expressions 'Bank', 'Purchaser' and 'Contractor' hereinbefore used shall include their respective successors and assigns.

IN WITNESS WHEREOF THIRU.....

For and on behalf of the Bank has signed this Deed on the day, month and year first above written.

Signature

With the seal of the Bank
(Name in Block letters)

IN THE PRESENCE OF WITNESS,

1. (Name in Capital with address)
2. (Name in Capital to be superscribed with designation office address or Residential address)

ANNEXURE – II

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS.

(To be filled by the tenderer in a non-judicial stamp paper of value not less than Rs.80/-)

This undertaking executed at.....on this.....(date)

.....(month) two thousand andby M/s.....

a company 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 Electricity Board, a statutory authority created under the powers vested with the Electricity (supply) Act, 1948, having its office at Chief Engineer, System Operation, TNEB Complex, Mannarpuram, Trichy – 620 020 hereinafter called the purchaser (which expression shall where the context so admits means and includes its successors in office and assigns).

WHEREAS the contract is for the supply ofin terms of the Purchase Order No.....dated.....

AND WHEREAS in accordance with Clause.....of the above said

P.O. 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, Madurai Branch, City Civil Court of Chennai or other court of small causes at Chennai.

In consideration of the Board having agreed to accept the undertaking, the contractor undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court other than in the High Court, Madurai Branch, City Civil Court at Chennai or the Court of Small causes at Chennai. It is also agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of the cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and rest within the jurisdiction of any of the courts in Tamil Nadu and rest within the jurisdiction of Courts outside Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu 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.

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

SIGNATURE WITH SEAL.

WITNESS :

1. (Signature with Name and Address)
2. (Signature with Name and Address)

ANNEXURE III

GENERAL CONDITIONS (STATUTORY COMPLIANCES)

- 1) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- 2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
- 3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- 4) 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.
- 5) 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.
- 6) 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)

7) In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

1.0 CONTRACT LABOUR REGULATIONS :

- (i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
 - (a) Name and situation of the work.
 - (b) Contractor's name and address
 - (c) Particulars of the Department for which the work is undertaken,
 - (d) Name and address of sub-contractors as and when they are appointed.
 - (e) Commencement and probable duration of the work.
 - (f) Number of workers employed and likely to be employed.
 - (g) 'fair wages' for different categories of workers.
 - (h) Number of hours of work which shall constitute a normal working day:-
 - (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

- (ii) Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
- (a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - (b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
 - (c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
- (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
- (iv) Employment Card : The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
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- (a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- (vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--
- (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex.
 - (d) Age.
 - (e) EPF UAN number
 - (f) ESI number
 - (g) Aadhaar number
 - (h) Nature of accident and cause of accident.
 - (i) Time and date of accident.
 - (j) Date and time when admitted in hospital.
 - (k) Date of discharge from the hospital.
 - (l) Period of treatment and result of treatment.
 - (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (n) Claim required to be paid under Workmen's Compensation Act.
 - (o) Date of payment of compensation.
 - (p) Amount paid with details of the person to whom the same was paid.
 - (q) Authority by whom the compensation was assessed.
 - (r) Remarks.
- [Note: k,l,m,n for the workmen not covered under the ESI provisions]
- (viii) Preservation of Registers : The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
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- (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
 - (x) Disposal of amounts recovered from the Contractor : The 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.
 - (xi) Welfare Fund : All moneys that are recovered by the Engineer-in- Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
 - (xii) Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.
 - (xiii) Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the 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.
 - (xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.
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- (xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

2.0 Compliance of EPF& MP Act, 1952:

- (a) The Contractor who take up works contract for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;
- (b) The Contractor should have a separate EPF main code number.
- (c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act.
- (e) The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organisation in order to claim the Bills for the respective works.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.
- (g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that 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.

2.1 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.

3.0 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.
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- (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.

4.0 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 contractors to the service provider through online.

5.0 The Building and Other construction Workers Act:-

(other than the circle/station registered under the Factories Act)

- (a) The contractor should obtain the Registration certificate under the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the Competent Authority (the Joint Director/Industrial Safety and Health (BOCW)).
 - (b) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996.
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6.0 The Contract Labour (Regulation & Abolition) Act 1970 & Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983.

- (a) The Contractor who take up works contract for 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 licence before executing the works.
- (d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
 - (i) Muster Roll in Form – XVI.
 - (ii) Register of Wages in Form – XVII.
 - (iii) Register of overtime in Form – XVIII.
 - (iv) The contractor shall issue an photo identity card to his employees.

7.0 Wages:-

- (a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
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- (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.

8.0 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 be duly signed with seal by the contractor.

9.0 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 be duly signed with seal by the contractor.
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10.0 Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020.

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

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

New Forms:

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

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

- (a) An undertaking as specified in Annexure-A 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 [Annexure-I] with respective Superintending Engineer's of the circle.

12.0 SAFETY CONDITION:-

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos sult, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
 - (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
 - (iii) The contractor shall not allow his workmen to wear loose garments, like lingoos, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
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- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- (v) If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.
- (vi) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- (vii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-
 - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (viii) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
 - (ix) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
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- (a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- (b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
- (c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
- (d) The Contractor is not exempted from the operation of any other Act or Rule in force.
