



**TAMIL NADU GENERATION AND DISTRIBUTION  
CORPORATION LIMITED**

**SPECIFICATION No. SE/GC/TIN/C17/2021-22**

**E\_tender specification for Maintenance including cleaning of toilet, sewage line , collection chambers and open drains including periodical sweeping, providing uninterrupted water supply , maintenance of Highwavys, Manalar, Vennirar and Eravangalar dam by cleaning of gallery, sweeping at the top dam in Suruliyar Upper camp for a period of 12 months from the date of utilization for the year 2022-23 in Tirunelveli Generation Circle k**

**( E-TENTERING Through NIC Tamil Nadu Government portal platform)**

**C17/2021 -2022**

OFFICE OF THE  
SUPERINTENDING ENGINEER/TIRUNELVELI GENERATION  
CIRCLE,  
ANNA BUILDING, MAHARAJANAGAR, TIRUNELVELI – 627011

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Service Provider :

Website for online bid submission:

<https://tntenders.gov.in/nicgep/app> of National Informatic Centre's  
(NIC) TamilNadu Government Portal)

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**TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**  
**SPECIFICATION NO. SE/GEN/C17/2021-22**  
**F O R E W O R D**  
**INVITATION FOR BID**

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

1.	Specification No.	E-tender specification SE/GC/TIN/C 17 /2021-22
2.	Name of Work	E-Tender for Maintenance including cleaning of toilet, sewage line , collection chambers and open drains including periodical sweeping, providing uninterrupted water supply , maintenance of Highwavys, Manalar, Vennirar and Eravangalar dam by cleaning of gallery, sweeping at the top dam in Suruliyar Upper camp for a period of 12 months from the date of utilization for the year 2022-23 in Tirunelveli Generation Circle
3.	Method of Tender	E-Tender Two part System (Online Part –I Techno-Commercial Bid and Part-II Price Bid Through <b><a href="https://tntenders.gov.in/nicgep/appof">https://tntenders.gov.in/nicgep/appof</a></b> National informatic Centre's (NIC) Tamil Nadu Government Portal)
4.	Earnest Money Deposit (EMD)	: Rs. 9,500/- (Rupees Nine Thousand and Five hundred only) EMD can be paid through RTGS/NEFT or by way of account transfer to TANGEDCO's account as below and BG as per ANNEXURE-VI: Account No : 1119 201 001859 IFSC : CNRB0006024 Bank : Canara Bank
5.	URL for online bid submission for e-tender	<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
6.	Tender document download start date and time	31.3.2022 @ 16.00 Hrs
7.	Bid submission start date and time	1.4 .2022 @10.00 Hrs
8.	Bid submission closing date and time	15.4 .2022 @14.00 Hrs
9.	Last date for submission of EMD	15.4.2022 @12:00 Hrs
10.	Date & time of opening of e-tender(techno commercial ids)	16.4.2022 @14.30 Hrs
11.	Specification at website	The tender specification will be placed on TANGEDCO web site ( <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> ) TN Govt. Website ( <a href="http://www.tender.tn.gov.in">www.tender.tn.gov.in</a> )

		and NIC's portal ( <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> ). The prospective bidders may download the same from the web sites free of cost.
12.	Documents to be uploaded by the Tenderers during e-submission	<b>Two part tender</b> PART-I Scanned copies of following documents duly attested shall be uploaded with the techno commercial tender document 1) Scanned copy of proof for remittance of EMD paid/exemption 2) Specification 3) SPECIAL CONDITION 4) K2 CONTRACT condition and other documents whichever is applicable 5) EPF & ESI Registration copy 6) Valid GST Registration copy. 7) Copy of PAN card. 8) Any other documents whichever is applicable duly attested PART-II Price Bid (BOQ)
13.	Clarification to be sought for from	The Superintending Engineer / Tirunelveli Generation Circle/Anna building, Maharaja Nagar, Tirunelveli, Tamil Nadu Generation and Distribution Corporation Ltd, E-mail:segtn@tnebnnet.org,
14.	Place at which tender will be opened	<b>Office of the</b> Superintending Engineer / Tirunelveli Generation Circle/ Anna building, Sivanthipatti Road, Maharajanagar, Tirunelveli District - 627011 Tamil Nadu Generation and Distribution Corporation Ltd, E-mail:segtn@tnebnnet.org,

**NOTE:****1. EMD:**

- i. EMD can be paid through RTGS/NEFT or by way of account transfer or in the form of Bank Guarantee as per Annexure-VI.
- ii. In case of RTGS/NEFT/Account transfer of EMD amount, the same should be credited to TANGEDCO's Account before 2 hours of closing time of tender and the scanned copy of the e-transaction receipt/bank account scroll of bidders has to be uploaded.
- iii. In case of exemption of EMD, proof of exemption and documents in support of investment held in plant and machinery has to be scanned and uploaded. **Having examined the tender specification together with the schedules attached, the bidder is deemed to accept to pay the amount equivalent to EMD together with costs if any, in the events of non-fulfillment of the conditions stipulated in the tender specifications i.e. in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.**
- iv. The bids not uploaded with EMD proof **will be summarily rejected.**

2. In the event of the specified date of opening of bids being declared holiday, the bid shall be opened on the next working day at the same time and venue.
3. Bid document can be downloaded free of cost and submitted online through the website <http://tntenders.gov.in/nicgep/app> only by those bidders, who are having valid Digital Signature Certificate and the bid document cannot be purchased from the Office of the Superintending Engineer/Tirunelveli Generation Circle/ Maharaja Nagar, Tirunelveli District – 627011 by remitting the cash in the office of the Superintending Engineer/Tirunelveli Generation Circle and no pre request for issue of bid document will be entertained in the Office of the Superintending Engineer/Tirunelveli Generation Circle.
4. The Contractors who had downloaded the Bid document from the website shall submit the Bid document through NIC Website before the scheduled time of submission. The electronic bidding systems would not allow any late submission of bids.
5. The Tenderers shall ensure whether any Clarification/Amendment/ Corrigendum is issued to the bid, before submission of their Tender, by visiting the respective Website regularly.
6. For other details, refer "**Instruction to Bidders**" in the tender document.

## **E-TENDERING METHODOLOGY**

### **INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION:**

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

### **REGISTRATION:**

1. The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
2. As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
4. Upon enrolment, the bidders are required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

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

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content

of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
5. The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

#### **ELECTRONIC SUBMISSION OF BIDS:**

The bidder shall submit online the requirements under EMD, qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

#### **PROCEDURE FOR SUBMISSION OF BIDS:**

- i. Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT by way of account transfer as applicable and enter details of the instrument.
- iv. The scanned copy of e-payment receipt of EMD amount/ scanned copy of BG towards EMD / Proof of exemption of EMD has to be uploaded. Otherwise the uploaded bid will be rejected. TANGEDCO shall not be responsible for any delay in submission of EMD by any mode.
- v. A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the colored (Unprotected) cells with their respective

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

- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- xi. Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
- xii. The TANGEDCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TANGEDCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

#### **LATE BIDS:**

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.

#### **MODIFICATION AND WITHDRAWAL OF BIDS:**

1. Bidders may modify their bids online before the deadline for submission of bids.



2. In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
3. No bid may be modified after the deadline for submission of Bids.

#### **ASSISTANCE TO BIDDERS:**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
3. Pre-Bid meeting will be held, as per the date and time stipulated in "Foreward" , where intending Tenderers may obtain the necessary techno-commercial clarifications, if any, from TANGEDCO, before submitting their tender.

## SECTION – I EARNEST MONEY DEPOSIT

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

Rs.9,500/-(Rupees Nine Thousand and Five hundred only)

EMD can be paid through RTGS/NEFT /in the form of [Bank Guarantee](#) or by way of account transfer to TANGEDCO's account as below BG as per **ANNEXURE-VI:**

Name	: SUPERINTENDING ENGINEER TIRUNELVELI GENERATION CIRCLE
Account No	: 1119 201 001859
Nature	: Collection account
IFSC	: CNRB0006024
Bank	: CANARA BANK
Branch	: Thiyagarajanagar (6024)
Address	: Sivanthipatti road, Thiyagarajanagar, Tirunelveli-11

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's COLLECTION ACCOUNT" **through e-payment, before closing of tender. EMD amount received beyond tender closing time will be summarily rejected.**

1. The scanned copy of proof for payment of EMD (ie. e-payment receipt) has to be uploaded.
2. The Tenderers who are having valid Permanent EMD with TNEB/TANGEDCO for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.
 

<u>PEMD</u>	<u>For Tenders of value</u>
Rs.10,00,000/-	: Up to Rs.10,00,00,000/-
Rs.20,00,000/-	: Up to Rs.50,00,00,000/-
Rs.50,00,000/-	: All tenders exceeding, Rs 50,00,00,000/-

The existing PEMD holder for Rs.10,00,000/- are eligible to participate in the tender only for the value of tenders not exceeding Rs.10 Crores
3. (i) Scanned copy of the E-receipt uploaded should duly reflect the UTR Number. The EMD amount has to be received in TANGEDCO account through e-payment, 2 hours before closing time of tender. EMD amount received beyond tender closing time will be summarily rejected.  
The bids not uploaded with EMD proof will be summarily rejected.
4. The EMD will not carry any interest.

5. The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer / Tirunelveli Generation Circle/Tirunelveli after intimation of the rejection/non-acceptance of their tender is sent to them.
6. Any other mode of payment of EMD other than NEFT/RTGS/Account Transfer/in the form of BG shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.
7. Cheque will not be accepted towards EMD.
8. The following categories of industries are exempted from payment of Earnest Money Deposit.
  - a. The Small Scale Industrial units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
  - b. The Small Scale Industrial units located within the State and Registered with National Small Industries Corporation.
  - c. The SSI units holding Permanent Registration certificate from the District Industries Centers of Directorate of Industries and Commerce in respect of those items for which the Registration Certificate has been obtained.
  - d. Departments of the Government of Tamil Nadu.
  - e. Undertakings and Corporations owned by Government of Tamil Nadu.
  - f. Labour Contract Co-operative Societies registered within Tamil Nadu.
  - g. Tiny Industries classified under SSI, registered with the State of Tamil Nadu, and Registration Certificate issued by Department of Industries and Commerce/ Government of Tamil Nadu.
  - h. Small Scale Industrial Units located outside the Tamil Nadu State but registered with National Small Industries Corporation in respect of those items covered under Registration certificate.
  - i. Tenderers who have furnished Entrepreneurs Memorandum Part-II and acknowledgement issued by District Industries Centers concerned for the Entrepreneur Memorandum Part-II subject to ensuring that for the materials tendered/ services to be provided has been furnished in the Format-II.
  - j. Udyog Aadhar Memorandum(UAM) Submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI units while participating in TANGEDCO tenders.

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

- 9.0 **Those tenderers who are exempted from payment of EMD should note that "Having examined the tender specification together with the Schedules attached, the bidder is deemed to accept to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfillment of the conditions stipulated in the tender specifications i.e. in all cases where EMD paid will be forfeited.**

The State Government, Public Sector undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as EMD, together with cost if any, in the event of non fulfillment or non-observance of any of the conditions stipulated in the contract.

**The GST applicable for the above shall also be paid to TANGEDCO by the bidder.**

10.0 Small Scale Industries registered with the Tamil Nadu small Industries Development Corporation or with National Small Industries Corporation or holding Entrepreneur Memorandum Part-II or acknowledgement for the Entrepreneur Memorandum Part-II issued by DIC or holding Udyog Aadhar Memorandum, 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 Photo copy of Registration Certificate/Acknowledgement as proof of eligibility for exemption from payment of EMD..

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

12.0 All SSI/NSIC units shall upload the audited attested copy of Profit and Loss account/Balance Sheet and certificate from a Chartered Accountant certifying the value in Plant and Machinery and Annual turnover along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD.

In case the investment held by them in Plant and Machinery as per their financial statement of Accounts exceeds ten crore rupees and turnover exceeds fifty crore rupees, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager / District Industries Centre concerned, the exemption from paying EMD for SSI Units shall not be extended.

In case of bidders registered prior to 01.07.2020, the investment in plant and machinery alone will be within Rs. 5 crores.

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

13.1 Government of India, Ministry of MSME, vide Notification No.S.O.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.

13.2 **Composite Criteria:**

A composite criteria of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprises as Micro, Small and Medium.

The composite criteria stipulated in the said notification are to be complied by **the micro and small industries for claiming EMD exemption.**

### 13.3 **Classification of Enterprises:**

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

- (i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed 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.

### 13.4 **Calculation of Turnover:**

In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification.

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

### 13.5 **Calculation of Investment:**

The Plant and Machinery shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the *Explanation I* to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery.

The investment value in Plant and Machinery for the purpose has to be certified by a Chartered accountant and the same is to be uploaded in the bid incase the bidder claims EMD exemption.

### 13.6 **Registration of existing enterprises:**

- i. All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- ii. All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.
- iii. The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of March, 2022.
- iv. An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

### 13.7 **Updation and transition period in classification:**

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as maybe required, on self declaration basis.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.

In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

14.0 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/ Account transfer/Bank Guarantee towards EMD with one year validity from the date of tender opening.

ii) The proof of Permanent EMD Holder

iii) The proof of exemption of EMD and documents in support of investment held in plant and machinery.

b. The original Bank Guarantee towards EMD in non-judicial stamp paper as per Annexure-VI should be posted/ couriered/given in person so as to reach the Superintending Engineer/ Tirunelveli Generation Circle/Tirunelveli within one week from the date of tender opening. TANGEDCO shall not be responsible for any delay in submission of EMD by any mode.

15.0 The Earnest Money Deposit made by the tenderer will be forfeited after e-tender opening if:

- (a) He withdraws his tender or backs out after acceptance.
- (b) He withdraws his tender before the expiry of validity period stipulated in the specification or fails to remit the security deposit.
- (c) The tenderer violates any of the provisions of these regulations contained herein.
- (d) The tenderer revises any of the terms quoted during the validity period.
- (e) In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.
- (f) The EMD forfeited will also attract **GST@18%** and will be additionally collected from the tenderers.

## **SECTION – II**

### **BID QUALIFICATION REQUIREMENTS (BQR)**

**The BIDDER shall become eligible to bid on satisfying the following**

**“BID QUALIFICATION REQUIREMENT”.**

1. The bidders should have executed similar works such as civil works / Civil/Electrical/Mechanical maintenance works for a value of Rs. 2.70 Lakhs or above in a single contract in any State Electricity Boards or PSUs or Govt. of India or state government organization or Undertaking of Central Govt. or State Govt. during the preceding Ten years as on the date of tender opening.
2. The annual turnover of the bidder shall be more than Rs. 2.70 Lakhs in any one of the last three financial years preceding the year 2021 -22 (2018-19, 2019-20 and 2020-21).

(a) In case Tenderer who happen to be the companies registered under Act-1956 , copy of Audited financial statements like profit and loss A/C and Balance sheet for all the immediate proceeding 3 years shall be furnished ( ie. Financial year 2018-19, 2019-20 & 2020-21)

(b) **In case of others :-**

The Annual turnover certified by the practicing Chartered Accountant for all the immediate proceeding 3 financial years should be furnished

(or)

Attested copy of income tax statements for the immediate proceeding Three financial years ( 2018-19, 2019-20 and 2020-21) should be enclosed as documentary proof to ensure the above turnover.

**Note: 1. The bidders should upload the documentary evidences for the above along with the offer only. All the above documents shall be duly attested by a competent authority like Notary public, Gazetted officer etc.**

3. **The end user certificate should necessarily contain the date of completion of work, date of commissioning and date of issue specifically to ascertain the period of satisfactory performance The offer of the bidders who have stated to be suppliers to TNEB/TANGEDCO/TANTRANSCO 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 OFFERS OF BIDDERS NOT SATISFYING THE ABOVE BID QUALIFICATION REQUIREMENTS WILL BE SUMMARILY REJECTED.**

## SECTION – III

### REJECTION OF TENDERS

- I. Tender will be **SUMMARILY** rejected if
  - (a) The EMD requirements are not complied with.
  - (b) Bid Qualification Requirements are not fully met.
  - (c) Received by Telex/Telegram/E-Mail/fax.
  - (d) On evaluation of techno-commercial bids, if the bids does not satisfy the BQR as per section-II, the offer of the bidder will be summarily rejected.
  - (e) The details of the e-receipt do not tally with the details available in the scanned copy and the data entered during bid submission time..
  - (e) The BOQ (Price bid) file is found to be modified by the bidder.
  
- II. Tender is LIABLE to be rejected, if it is:
  - a. Not in the prescribed form
  - b. Not covering the entire scope of work.
  - b. If the declaration as specified in Schedule E and F are not signed and uploaded.
  - c. With validity period less than that stipulated in this specification.
  - d. Not in conformity with TANGEDCO's Commercial terms and **Technical Specifications (Section - V & VII)**.
  - e. Received from a tenderer who is directly or indirectly connected with Government Service or TANGEDCO Service or Service of local authority.
  - f. From any black listed Firm or Contractor.
  - g. From a tenderer whose past performance/Vendor rating is not satisfactory.
  - h. Not containing all required particulars as per Schedules.
  - i. Submission after the expiry of the due date and time.
  - j. Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
  - k. Questionnaire as per Schedule-G is not duly filled up and properly signed by the tenderer.
  - l. Not furnished the GSTIN in the offer.
  - m. Not submitted the original undertaking in lieu of EMD in a non –judicial stamp paper within one week from the date of tender opening.
  - n. Not submitted the original Bank Guarantee in lieu of EMD in a non – judicial stamp paper within one week from the date of tender opening.
  - O. Even though the Bidder meets the qualifying criteria, they are subject to disqualification if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.



## **SECTION – IV**

### **GENERAL INSTRUCTIONS TO TENDERERS**

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

### **2.0 SCOPE OF WORK:**

- 2.1 Maintenance including cleaning of toilet, sewage line , collection chambers and open drains including periodical sweeping, providing uninterrupted water supply , maintenance of Highwavys, Manalar, Vennirar and Eravangalar dam by cleaning of gallery, sweeping at the top dam in Suruliyar Upper camp for a period of 12 months from the date of utilization for the year 2022-23 in Tirunelveli Generation Circle.

Tenderers are requested to inspect the site positively before tendering so as to obtain additional information if any.

- 2.2 The tenderers alone will be responsible for all the consequences for ignoring the advice of site visit and TANGEDCO will in no way be liable for any claim on this ground at a later date.
- 2.3 The tenderers are requested to contact Superintending Engineer/Tirunelveli Generation Circle, Sivanthipatti Road, Anna building, Maharajan Nagar, Tirunelveli – 627011 regarding any further technical details and field visit to inspect the site.

### **3.0 SUBMISSION OF TENDER OFFER:**

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

### **3.1 QUESTIONNAIRE FILLING:**

A Questionnaire is appended as Schedule-G in this specification for Bid Qualification Requirements, Commercial and Technical details. It is obligatory on the part of the tenderer to furnish all details as per the "Questionnaire". In case, this is not filled up and signed at the bottom of each page of the questionnaire and uploaded with the offer, the Bid will be liable for rejection.

### **4.0. TWO PART TENDER:**

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

#### **i) Part-I shall contain:**

- (a) Proof for payment of EMD/Exemption from payment of EMD
- (b) Documentary evidences to satisfy the Bid Qualification Requirement and all required technical and commercial documents as required in the Specification.

#### **ii) PART-II**

- (a) Price schedule i.e. PRICE BID (BOQ).

4.0.1. The Tender Offer consisting of Schedules-B to G should be filled up and signed 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 date of signature should invariably be indicated.

4.0.2. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be uploaded) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be uploaded.

4.0.3. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

4.0.4. The tenderer should furnish the GSTIN numbers in the offer.

#### **4.1. Modifications/Clarifications to Tender Documents:**

- 4.1.1. At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
- 4.1.2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Superintending Engineer/Tirunelveli Generation Circle, Sivanthipatti Road, Anna building, Maharajan Nagar, Tirunelveli – 627011 will clarify the same.
- 4.1.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer/Tirunelveli Generation Circle /TANGEDCO/ Sivanthipatti Road, Maharaja Nagar, Tirunelveli - 627011 on the clarifications will be final and binding on the Tender.  
If the tenderer finds discrepancies/omissions or any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified, in writing at least 48 Hours before opening of the tender, from the Superintending Engineer/Tirunelveli Generation Circle /TANGEDCO/ Tirunelveli. All such clarifications/interpretations shall form a part of specification. Verbal clarifications and information obtained by the tenderer shall not in any way be binding on the Corporation. If this is not done and subsequent to the opening of the tenders, it is found that the doubt about the meaning or ambiguity in the interpretation of any of the terms and conditions stipulated in the specification are raised by the tenderer, either in this tender or by a separate letter, the interpretation or clarification issued by the Superintending Engineer/Tirunelveli Generation Circle /TANGEDCO/Tirunelveli on such of those terms and conditions of the Tender Document as may be raised by the tenderer shall be final and binding on the tenderer.
- 4.1.4. All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 4.1.5. All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.
- 4.1.6. The offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 4.1.7. Tenderer shall bear all costs associated with the participation in the e-Tender, and the PURCHASER will in no case be responsible or liable for these costs.

- 4.1.8. No offer shall be withdrawn by the tenderer in the interval between the deadline for submission and the expiry of the period of validity specified/extended validity of the tender offer.
- 4.1.9. The Tenderers are requested to furnish the exact location of their factories with detailed postal address, Pin Code, Telephone and Fax Nos., e\_mail etc., in their tender so as to arrange inspection by the Corporation if considered necessary.
- 4.1.10. It will be the responsibility of such tenderer to fully be informed himself of all local conditions and factors which may have any effect on the equipments/materials/execution of works covered under these specification and documents.
- 4.1.11. It must be understood and agreed that such factors are properly investigated and considered while submitting the proposals. No claim for financial adjustment to any tender awarded under this specification and document will be permitted by the TANGEDCO. Neither any change in the time schedule of the tender nor any financial adjustment arising thereof shall be permitted by the TANGEDCO, which are based on the lack of such clear information or its effect on the cost of the "supply" to the tenderer.
- 4.1.12. Tenders received from Agents will not be considered.
- 4.1.13. In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.

#### **4.2. QUOTATION OF RATES:**

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

#### **4.3. PRINTED TERMS AND CONDITIONS IN TENDERS:**

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

#### **4.4. INCOMPLETE TENDERS:**

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

#### **5.0. TENDER OPENING:**

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

The Tender offers except price bid will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Superintending Engineer/ Tirunelveli Generation Circle, Sivanthipatti Road, Maharaja Nagar, Tirunelveli-627011, through <https://tntenders.gov.in/nicgep/app> at scheduled date and time and this could be viewed by bidders online on the date and time mentioned as above.

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

**The date and time of opening of Price bids shall be later notified through registered e-mail to the bidders who fulfill the BQR criteria and whose bids are found to be Commercially and technically acceptable.**

**D.5.3** In all cases, the amount of Earnest Money Deposit and validity of the bid shall be scrutinized. Receipt of original instrument of Earnest Money Deposit shall be confirmed by the Tender Inviting Authority. Thereafter, the bidders' names, the presence or absence of Earnest Money Deposit 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. Any bid price, which is not submitted through the e-procurement system, will not be taken into account in Bid Evaluation.

D.5.4. If the date set for tender opening happens to be a holiday, the tenders will be opened on the succeeding working day without any changes in the timings indicated.

**6.0. INFORMATION REQUIRED AND CLARIFICATIONS:**

- 6.1. In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 6.2 The 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.
- 6.3 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
- 6.4 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.

## **7.0. PROCESS TO BE CONFIDENTIAL:**

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

## **8.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

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

## **9.0. CORRECTION OF ERRORS:**

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

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

- 10.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.
- 10.2 The tender offers received for consideration will be examined to determine whether they are in complete shape, all required data have been furnished, the tender offer is properly signed and are generally in order and whether

the tender offer conforms to all the terms and conditions of the Tender document without any deviation.

- 10.3 For the purpose of evaluation of the tender offers, the following factors will be taken into account for arriving at the evaluated price.
- a) The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer.
  - b) The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price of material + Packing & Forwarding + Freight & Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.
  - c) Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.
- 10.4 Tenderers shall quote for all the tendered items to have a composite offer for evaluation.
- 10.5 The offers will be evaluated as a whole package.
- 10.6 The price quoted for the supply will be arrived at as detailed in Clause 10.3. From this arrived rates, the lowest offer will be considered.
- 10.7 The rates quoted by the eligible lowest tenderer in the open tender shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined. All eligible bidders who accept the rate shall be enlisted.

#### **11.0 VALIDITY:**

- 11.1 The Tender offer shall be kept valid for acceptance for a period of **180 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 11.2 Further, the tenderer shall agree to extend the validity of the bids without altering the substance and prices of the bid for further periods, if any required by the TANGEDCO.

#### **12.0 RIGHTS OF THE TANGEDCO:**

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

- (a) Accept the lowest tender.

- (b) Revise the quantities at the time of placing orders to the extent of + or – 25%.
- (c) to vary the completion period/delivery period based on the requirement and contingencies at the time of placing the purchase order
- (d) Reject any or all the tenders or cancel without assigning any reasons thereof.
- (e) Recover losses if any sustained by TANGEDCO, from the successful tenderer who pleads his inability to supply and backs out of his obligation after award of contract. The Security Deposit cum performance guarantee paid shall be forfeited in such cases.
- (f) To cancel the orders for not keeping up the delivery schedule.
- (g) To split the tender quantity & place orders on one or more than one firm to meet the delivery requirement.
- (h) After negotiation with the tenderer and before placing the order accepting the tender, if the tender accepting authority decides that the price quoted by such tenderer is high, the tender is liable for rejection
- (i) To Relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the TANGEDCO.
- (j) The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

**NOTE :-**

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

**13.0 DEVIATIONS:**

- 13.1 The tenderer shall furnish, if there are any deviations in the commercial and technical terms in the Schedules B & C Annexed. Deviations mentioned elsewhere other than Schedule B & Schedule C will not be considered. If no deviations are furnished in said schedules, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly, if any deviations are furnished in the said schedules, it will be construed that these are the only deviations and the tenderer is accepting all other terms of the specification and the offer will be taken for evaluation accordingly.
- 13.2 THE OFFERS OF THE TENDERERS WITH DEVIATIONS IN COMMERCIAL TERMS AND TECHNICAL TERMS OF THE TENDER DOCUMENT WHICH COULD NOT BE ACCEPTED ARE LIABLE FOR REJECTION.
- 13.3 NO ALTERNATE OFFER WILL BE ACCEPTED.



- 13.4 Any attempt by any tenderer to bring/ to bear extraneous pressure on Tender Accepting Authority shall be sufficient reasons to disqualify the tenderer.

**14.0. BAR OF JURISDICTION:**

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

**15.0. APPEAL:**

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

**16.0 PERMANENT ACCOUNT NUMBER (PAN) & GSTIN REGISTRATION NUMBER :**

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

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

## **SECTION: V COMMERCIAL**

### **1.0 PRICE:**

- 1.1 The firm should closely note all the specification clauses which govern the rates while he is tendering. The rates accepted **shall remain FIRM** for the entire duration of contract or any extension thereof.
- 1.2 The prices quoted should be Unit all inclusive price for Maintenance including cleaning of toilet, sewage line , collection chambers and open drains including periodical sweeping, providing uninterrupted water supply , maintenance of Highwavys, Manalar, Vennirar and Eravangalar dam by cleaning of gallery, sweeping at the top dam in Suruliyar Upper camp for a period of 12 months from the date of utilization for the year 2022-23 in Tirunelveli Generation Circle as per the technical specifications. The split up prices for the various works as per the technical specifications in section VI shall be furnished separately for each item.

Applicable GST (CGST, SGST or IGST) shall be quoted separately. A format for price is given in Schedule `A' and the price shall be quoted online only in the BOQ (Price schedule) in .xls format.

The present applicable rate of GST for composite supply of Works Contract as defined in Clause (119) of section 2 of CGST Act as per Entry 6 of Schedule II to the CGST Act may be quoted.

- 1.3 The L1 tenderer shall furnish the declaration in respect of passing of Input Tax Credit (ITC) benefit in the format as stipulated in **Annexure-III** of this specification. Further in the event if the L1 tenderer specifies the ITC benefit as nil, the same shall be supported with certificate from the Chartered Accountant.
- 1.4 All the tests specified shall be conducted at TENDERER'S COST.

### **1.5 PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

The Tenderer shall indicate the Permanent Account No. in Schedule 'G' of the specification and should enclose the details of PAN issued by Government of India, Income Tax Department and GSTIN -number of the firm with proof with the tender.

### **2.0 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 enrolled 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 is 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 lakh / 10 Lakh as applicable will be required to register as a normal taxable person.
- iv. *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.
- v. 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 digit 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 represent check digit.
- vi. *Transaction Value:* The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.  
The conditions for accepting the transaction value are  
a) Supplier and the recipient of the supply are not related.  
b) Price is the sole consideration for the supply.
- 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:* Sec10(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 the 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 where the goods or services or the 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 contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.

## **2.1 Goods and Services Tax:**

2.1.1 The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.

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

2.1.3 It is the responsibility of the tenderer to make sure about the correct rates of GST on the material/labour at the time of tendering. If the rates assumed by the tenderer in the price bid are lesser/higher than the current rates prevailing at the time of tendering, the same will be corrected to applicable rate for price evaluation.

2.1.4 Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.

## **2.2 E-Way bill:**

E-Way Bill is an electronic document to be generated to cover movement of goods more than Rs.1,00,000 and such generation needs to be done in e way bill portal. Consequently, transporters of goods are required to carry an e way bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, Integrated tax and cess charged, if any. But it will not include value of freight charges for the movement charged by the transporter.

It is the responsibility of Supplier/Contractor to ensure the delivery at the destination stores/sites of TANGEDCO. Therefore, it is the responsibility of the Supplier/Contractor or their transporters to generate e-way bill before transporting goods for delivery at TANGEDCO's premises.

### **2.3. TDS under GST:**

2.3.1. As per the provisions of the GST Act, the TDS under GST would be deducted at the rate of 2% (CGST @1% and SGST @ 1%) or IGST @ 2% from the payment made or credited to the supplier of taxable goods or service or both where the total value of the taxable supply under a contract exceeds Rs 2,50,000/-. Once the taxable value of the contract exceeds Rs 2,50,000/-, then each and every invoice on that Contract shall be subject to TDS under GST, irrespective of value of each invoice.

2.3.2 Taxable supply means supply of goods or services or both which is leviable to tax under GST.

2.3.3 TDS under GST rate will not be applied on the GST component of the Invoice.

### **2.4 GST ON LD AND FORFEITURE OF EMD,SD &Penalty on SD:**

2.2.1 Liquidated damages collected/recovered on purchase of goods and service will attract GST@18%. GST will be additionally recovered from the contractor in addition to the stipulated LD rates in the purchase order/contract.

2.2.2 Forfeiture of EMD/Security Deposit if any arises, will attract GST @ 18% and the GST will be collected additionally from the contractor.

2.2.3 The Penal interest towards belated payment of extended BG for SD cum PG will attract GST @ 18% and the GST will be collected additionally from the Contractor.

### **2.3 Verification of GSTR-2A:**

The verification of GST remittance will not be carried out for each and every bill of the supplier and the GSTR-2A will be verified only at the time of PO closure. In case of non-filing of GSTR-1 by the suppliers, the release of SD, EMD and retention amount will be withheld.

## **3.0 INCOME TAX:**

Income Tax will be recovered from the contractors every running bill at the prevailing rate of tax in force with amendments issued from time to time as per the Income Tax Act.

#### **4.0 PAYMENT:**

4.1 (a) Payments will be made to the Contractor for the work done by recording measurements for every third bill. The other bills will be certified bills. The payment will be made by the Superintending Engineer/Tirunelveli Generation Circle /Tirunelveli. **5%** of the bill amount will be recovered as Retention Amount (RA) / Additional Security Deposit (ASD). The Security Deposit and the Retention Amount shall be released to the contractor after completion of works.

(b) Payments for the supplies/works will be made by NEFT/RTGS/Accounts Transfer through any one of the Nationalized Banks/Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu. All bank charges involved in making the payment will be to the account of the Supplier.

(c) The successful Tenderer has to furnish the following details of the Bank account to which the payment be credited.

1. Name of the Account Holder
2. Name of the Bank
3. Branch
4. Account No
5. IFSC code of the Branch

#### **4.2 (a) For the works completed within the contractual delivery period:**

95% of the all inclusive price of the contract will be paid within 90 days after completion of work and successful commissioning of the Units in all respects and on receipt of contractor's bill with required documents and the balance 5% will be made within reasonable time after closure of work Contract order.

#### **(b) For the works completed beyond the contractual delivery period:**

95% of the all inclusive price of the contract after deducting the appropriate amount of L.D will be paid within 90 days after completion of work and successful commissioning of the units in all respects and on receipt of contractor's bill with required documents and the balance 5% will be made within reasonable time after completion of the execution of contract and after closure of work Contract order.

(c) For delayed payments, if any, simple interest for the delayed payment shall be paid by TANGEDCO to vendors at the SBI three months MCLR rate for the delayed period beyond 90 days.

The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the time of signing of agreement and in the cases where no agreement is signed, only P.O/WCT is issued, the date of the P.O/WCT shall be taken as base date to ascertain the interest rate.

**Note :** The payment will be made only as per actual.

- 4.3 The bills for payment will be passed only after the approval/ acceptance of the following:
- (a) Security Deposit for 5% value of the order.
  - (b) Undertaking towards Jurisdiction for Legal Proceedings.
  - (c) Acceptance of the Proof for payment of contributions – both Employer's and Employee's contributions made to the EPF & ESI Organizations, by SE/Tirunelveli Generation circle in accordance with the **Clause 9 (e) and 10 (f) of Section -VI.**
  - (d) Acceptance of the undertaking as per **Annexure-VI** to ensure the remittance of EPF & ESI, Employee and Employer contribution made to the EPF & ESI Organizations, by SE/Tirunelveli Generation Circle, in accordance with the **Clause 9 (e) and 10 (f) of Section -VI.**
  - (g) Automatic clearance from the Digital Based Statutory Compliance Services as per **Clause 11 of Section-VI.**

## **5.0 SECURITY DEPOSIT :**

**5.1** The successful tenderer will have to furnish 5% of total value of the Works contract Order, in the form indicated below:

- (i) For value of Purchase order up to Rs. 10/- Lakhs, electronic mode of operation /Banker's Cheque / D.D. (or) Pay order only.
- (ii) For value of order exceeding Rs.10 Lakhs, electronic mode of operation/ Banker's Cheque/D.D./ Pay order / Irrevocable Bank Guarantee (Annexure-I).

**5.2** In the event of furnishing Bank Guarantee towards Security Deposit , the validity of Bank Guarantee, shall have to be **till completion of work.**

**5.3** The successful tenderer will have to furnish the Security Deposit as per clause 5.1 within **30 days** from the date of receipt of Works contract order/Purchase Order failing which EMD shall be forfeited and the order placed on the firm will be cancelled. **The Security Deposit will not carry any interest.** The belated payment of Security Deposit shall not be accepted.

**5.4** In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TANGEDCO within the date of expiry of the existing bank Guarantee. In case of failure to submit such extended Bank Guarantee within due date (expiry date), TANGEDCO shall invoke the Bank Guarantee by addressing the Bank directly.

5.5 In case of delay in completion of Work/supply, the SD should be extended suitably till the completion of the work. The SD will be released on completion of work.

5.6 The BG furnished for SD shall be returned or the SD obtained by electronic mode of operation /D.D/Bankers cheque /Pay order shall be refunded only after completion of work. The SD shall be returned to the tenderer only if the tender is completed to the satisfaction of the TANGEDCO.

5.7 If TANGEDCO incurs any loss or damage on account of breach of any of the clauses mentioned herein or any other amount arising out of the contract becomes payable by the successful Tenderer to the purchaser, then the purchaser will in addition to such other dues that he shall have under law, appropriate the whole or part of SD and such amount so appropriated will not be refunded to the successful Tenderer.

5.8 Failure to comply with the terms regarding Security Deposit set out in the works contract order within the stipulated time by the successful tenderer will entail in forfeiture of EMD cancellation of the order without any further reference to the successful tenderer.

**No tenderer is exempted from payment of Security Deposit .**

5.9 If the supplier failed to replace/rectify the defects within time , TANGEDCO reserves the rights to invoke the SD .

5.10 Forfeiture of Security Deposit if any arises, will attract GST @ 18% and the GST will be collected additionally from the Contractor.

**6.0 WITHHELD AMOUNT:**

**6.1** Besides the Security Deposit mentioned in para (5). a further deduction of 5% of the value of the work shall be made for purpose of additional security deposit from each bill to be paid until the completion of work.

**6.2** The S.D. and the 5% retention amount deducted will be released after 1 (One) year from the date of completion of work and handing over to the TANGEDCO and after obtaining an indemnity bond for further period of 4 (Four) years for the balance guarantee period.

**6.3.** The S.D. and the 5% retention amount deducted will be released on completion of work for all maintenance and trash rack works.

**7.0 DELIVERY/COMPLETION PERIOD:**

7.1 The successful tenderer shall have to complete all the works as per technical specification in section VII within **Twelve Months** from the date of taking over of site. The site should be taken over immediately by the Contractor, on receipt of the WCT. The contractor shall ensure that the above work is carried out and completed progressively within the above



period of completion reckoned from the date of taking over the site by the contractor as per PERT CHART.

- 7.2 If any other delivery/completion period (greater than as in this specification) is indicated, the tender is liable for rejection. The delivery/completion period will not normally be extended. Hence, all efforts shall be taken to deliver the materials/complete the works within contractual delivery period. Only the date of completion of the entire scope of works will be reckoned as date of completion for this purpose.
- 7.3 The above delivery/completion period shall be guaranteed by the tenderer under liquidated damages clause governed by **Clause-10** of this specification. However, the tenderers are requested to quote the minimum period required for completion of the works as per this specification.

## **8.0 COMPLETENESS OF WORK:**

- 8.1 The time of completion will be as per the **clause 7.0** above, provided always that in the opinion of the Engineer the completion of works shall be delayed by the order of the Engineer of any altered modified, substituted or additional works of materials or by the order of works or materials to be omitted, by any strike or lockout or any workmen employed by the contractor or by causes directly due to him or by the contractor not being given the possession of the site or any part, thereof, whether under the powers herein contained or otherwise or by any non-performance of work of non-supply of materials to be performed or supplied by the contractor not receiving any orders, drawings, instructions, or directions in time or by the suspension of the works or by fire, flood, exceptionally bad weather, tempest, storm or by or from unforeseen circumstances whether the same shall be due to any act or omission or the purchaser or his agents or these in there, respective service or not the Engineer shall if in his uncontrolled discretion shall think whether forth with or at any later time and from time to time notwithstanding that the prescribed or extended time for completion has expired or that the works have been completed, by writing under his hand extend the time for the completion of works to such date as he shall appoint. Provided always that unless the contractor takes a written application to the Engineer was on or before the time when the cause of delay is occurring or about to occur and unless the time is extended by the Engineer, the prescribed time shall not be extended notwithstanding delays from the foregoing or any other causes of whatsoever kind.

## **TANGEDCO'S ASSISTANCE FOR PROCURING CONTROLLED ARTICLES:**

**TANGEDCO** will afford necessary help on application for procurement of controlled articles and also for priority in transport, etc., But it should be clearly understood that any delay in such procurement arising there from will not constitute sufficient reason for extension of time for purpose of this tender and rate.

## **9.0 LOSS OR DAMAGE:**

- 9.1 External damages that are prima facie, the results of handling in transit or due to defective packing and shortages will be intimated within one month from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts, which cannot ordinarily be detected on a superficial visual examination, though due to handling in transit or defective packing/defective works, would be intimated within 2 months from the date of receipt of materials at stores/works carried out. In either case, the defective materials/works shall be replaced/rectified/repared by the successful tenderer, free of cost .
- 9.2 If during the period of supply/woks, it is found that goods already supplied/works carried out are defective in material or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased/work is proposed, then it will be open to the TANGEDCO either to reject the goods or repudiate the entire contract and claim such loss that the TANGEDCO may suffer on that account or require the successful tenderer to replace the defective goods, free of cost.
- 9.3 Similarly, if during the guarantee period any of the goods/works are found to be defective in materials or workmanship or do not conform to specification, are unsuitable for the purpose for which they are intended, it will be open to the TANGEDCO either to repudiate the entire contract and claim damages or accept such parts of the goods/works that are satisfactory and require the successful tenderer to replace the balance or to claim compensation for the entire loss sustained by the TANGEDCO on that account.
- 9.4 In the event of supplies being received damaged/ or of any shortage at the destination site/works, the cost of such materials/works, applicable taxes (if payable) and other charges payable thereof will be paid only proportionate to the value of materials received in good condition/works carried out, unless the damaged goods or short supplies are made good free of cost by the successful tenderers. The defective materials /works shall have to be taken back from site/repared at your risk and cost. In any case, damaged or defective materials /works should be replaced/reparedfree of cost to the TANGEDCO.
- 9.5 For all legal purposes, the materials shall be deemed to pass into the TANGEDCO's ownership at the destination, where they are to be delivered and accepted.

## **10.0 LIQUIDATED DAMAGES:**

- 10.1 If the contractor fails in the due performance of his contract within the time fixed by the contract or any extension thereof and the purchaser shall have suffered any loss from the delay occasioned by such failure, the contractor is

liable at the discretion of the Engineer to a penalty upto ½ % of the contract price per week reckoned on the contract value of such portion only of the works 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 the actual time of acceptance or taking over of the work and such penalty shall be in full satisfaction of the contractor's liability for delay but shall not in any case exceed 10 percent of the contract value of such portion of the work.

- 10.2** Works executed in part could not be beneficially used by the Board (due to such incomplete execution) liquidated damages should be worked out on the basis of entire contract price only and not on the value of delayed portion.
- 10.3.** All penalties, forfeiture of EMD & SD, LD should be made with including GST 12%. GST will have to be additionally recovered from the supplier in addition to the stipulated LD rates in the works contract order.
- 10.4** If the works are completed by the successful tenderer beyond the period of completion and they are accepted by the TANGEDCO, such acceptance is without prejudice to TANGEDCO's right to levy liquidated damages for the delay in completion of works.

#### **11.0 FORCE MAJEURE:**

- 11.1 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 enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or 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, neither 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 or ceased to exist.
- 11.2 Provided that if the performance in whole or part by the successful tenderer 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 the contract by a notice in writing.
- 11.3 Power cut shall not be considered under the Force Majeure condition. The period of extension shall be decided only by the authority who placed the order after verifying the evidence for the cause of delay.
- 11.4 The termination of the contract as aforesaid shall not absolve the supplier/supplier of his liability to pay damages to TANGEDCO for the breach of the contract to deliver the goods or complete the performance of the contract within the time fixed by the purchaser.

## **12.0 REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:**

- 12.1 Notwithstanding anything contained in the liquidated damages clause when the whole or part of the work carried out by the successful tenderer are found to be defective/damaged or are not in conformity with the specification or template, such defects or damages in the work shall be rectified within two months from the date of intimation of such defect/damage either at the point of destination or at the successful tenderer's works, at the cost of successful tenderer, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the successful tenderer shall pay a sum towards liquidated damages as per liquidated damages **clause 10.0** above, for the delay in rectification/replacement of the defects or damages. The above liquidated damages are in addition to the liquidated damages for the delay in delivery of materials covered in **Clause – 8.0**.
- 12.2 If even after such rectification or replacement of the damaged or defective part, the works executed are not giving the satisfactory performance as per the contract, then it will be open to the purchaser either to reject the goods and recover the entire cost of such goods and claim such loss sustained by the TANGEDCO.
- 12.2 In the event of supplies being received damaged or short at the destination stores, the cost of such materials with applicable taxes and other charges payable thereof will be paid only proportionate to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost to the TANGEDCO by the supplier.
- 12.3 Notwithstanding any other remedies available, the purchaser shall be entitled to dispose of the defective/damaged materials in as is where is condition without further notice, if the contractor/supplier fails to rectify the defects/damaged materials within such period as may be notified by the purchaser through notice and the sale proceeds of such disposal shall be appropriated towards the dues to the Corporation such as Liquidated Damages, ground rent etc. as may be determined by the purchaser.

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

Successful tenderer failing to execute the works contract order placed on him to the satisfaction of the TANGEDCO under terms and conditions set forth therein, will be liable to make good the loss sustained 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 works contract order have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of Security Deposit cum Performance Guarantee.

## **14.0 NON-ASSIGNMENT:**

The successful tenderer shall not assign or transfer the contract or any part thereof without the prior approval of the purchaser.

#### **15.0 EFFECTING RECOVERIES:**

Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security Deposit cum Performance Guarantee held and or any other amount due to the successful tenderer from the TANGEDCO from this Contract as well as from other contracts.

#### **16.0 PATENT RIGHTS ETC:**

The successful tenderer shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the successful tenderer other than for the purpose indicated by or reasonably to be inferred from the specification.

#### **17.0 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 might arise within the jurisdiction of any of the courts in Tamil Nadu but not in courts at Chennai and rest within the jurisdiction of courts outside Tamil Nadu, then it is agreed to between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts. An UNDERTAKING in this regard should be furnished on receipt of Purchase Order in a non judicial stamp paper value of Rs.100/- agreeing to be above conditions as per **Annexure-II**.

#### **18.0 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 and Conciliation Act 1996 in the event of any dispute between the parties.

#### **19.0 DEVIATIONS FROM SPECIFICATION:**

If the tenderer wish to deviate from any of the clauses of this specification, he shall list out such deviations, in the format enclosed (Schedule B&C) and

submit full particulars and reasons thereof. Deviations mentioned other than in Schedules B & C elsewhere will not be considered. Unless this is done, the equipment offered shall be considered to comply, fully in every respect with the terms and conditions of this specification.

#### **20.0 RESPONSIBILITY:**

The tenderer is responsible for safe delivery of the materials at the destination stores/site and safe execution of works entrusted to him covered under this Specification. The tenderer should provide packing and secured protection of the materials to be supplied by them so as to avoid damages or loss in transit.

#### **21.0 INSPECTION:**

- 21.1 The Engineer or his duly authorised agent shall have at all times full power to inspect the work wherever in progress either on site or the Contractor's premises or at the premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers or documents relating to the works including materials used on works shall be kept open to the inspection of the Purchaser or his authorised representative when so called for in writing.
- 21.2 All requisite scaffolding, shoring, timbering and pathways shall have perfect supports. Care must be taken to ensure the safety of work people and the Contractor shall comply with such instructions as the Engineer may issue to ensure such safety. The Contractor will be responsible for any damage or injuries to persons and properties resulting from ill erected scaffolding, defective pathways and ladders or during under water exploration and erection or otherwise arising out of his default in this respect.
- 21.3 Necessary temporary accommodation for the Offices of the Engineer at each site with basic amenities should be made available by the successful Tenderer during the period of execution till completion of the entire works
- 21.4 During the execution of the contract, the works shall be inspected by TANGEDCO's Engineers at any time during the works. In case the works are not carried out to the satisfaction of TANGEDCO's inspecting Engineers, further work should be proceeded only after attending the defects if any pointed out by the TANGEDCO's Engineers during inspection, free of cost.

#### **22.0 INTERCHANGEABILITY:**

All similar parts and removable parts of similar items shall be interchangeable with each other.

#### **23.0 CLIMATIC CONDITIONS:**

The materials are for use in Tamil Nadu and should be satisfactory for operation under tropical conditions as detailed below.

The ambient temperature will be within the range of  $\pm 2$  Degree Centigrade to + 40 Degree Centigrade.

## **24.0 ELECTRICITY RULES :**

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply Act and the Indian Electricity Rules there-under with latest amendments thereof unless modified by this specification.

## **25.0 MATERIALS AND WORKMANSHIP:**

- 25.1 All materials, equipments and spare parts thereof shall be new, unused and originally coming from manufacturer's plant to the destination stores. Those including used, rebuilt or overhauled materials/ equipments will not be accepted.
- 25.2 All the materials used for the works shall be of the best class and capable of satisfactory operation in the tropics with humid atmospheric conditions without distortion or deterioration. Unless otherwise specified they shall conform to the requirements of the appropriate Indian or I.E.C. or other international Standards. Where a specification covering the equipments in question has not been published, the tenderer should specify to what extent they would be in a position to accept the various provisions in the specification.
- 25.3 The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice. The whole of the work shall be of the highest class throughout well finished and of approved make. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.
- 25.4 The equipments should be designed to facilitate inspection and repairs and to ensure satisfactory operation under atmospheric conditions prevailing at site and under sudden variations of load and voltage as may be met with under working conditions in the system including those due to faulty synchronizing and short circuits within the rating of the apparatus.
- 25.5 The design shall incorporate every reasonable precaution and provisions for the safety of all those concerned in the operation and maintenance.
- 25.6 All the equipments should operate without undue vibration and with the least practicable amount of noise.
- 25.7 The entire scope of works shall be to the entire satisfaction of the field Engineers.

## **26.0 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 successful tenderer either in this contract or any other contracts with TANGEDCO, TANTRANSCO and TNEB.
- b) To recover any dues against any other contract of the successful tenderer with TANGEDCO, TANTRANSCO and TNEB, with the available amount due to the successful tenderers against this contract.

## **27.0 PAST PERFORMANCE:**

- 27.1 The intending tenderers shall furnish the documentary evidence with details of various orders placed on them during the last ten years as on the date of tendering in the proforma enclosed to the Tender Specification and also proof for having executed the works and for their satisfactory performance from State Electricity Board or PSUs or a Govt. of India or State Govt. Organisation or an Undertaking of Central Govt. /State Govt.
- 27.2 The Bidders shall furnish copies of Balance Sheet, Profit and Loss Account for the preceding three financial years 2018-19 , 2019-20 & 2020-21. In case of bidders who happen to be the companies registered under companies Act 1956, Attested Copies of the Audited financial Statements like Profit & Loss A/c and Balance Sheet for all the preceding 3 years ( 2018-19, 2019-20 & 2020-21) may be furnished. In case of others, the Annual turnover certified by the practicing Chartered Accountant or attested copy of income tax statements or attested copy of GST certificate, for all the preceding 3 years ( 2018-19, 2019-20 & 2020-21) may be furnished as a proof of turnover.
- 27.3 The details furnished by the Contractors 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 Contractors in future and will entail forfeiture of EMD.

## **28.0 RAW MATERIALS:**

It is the responsibility of the Contractor to make his own arrangement to procure the necessary raw materials required for the works.

## **29.0 SPECIAL CONDITIONS:**



### 29.1 **LOCATION:**

The site is located at **Suruliyar Upper Camp** . The site can be inspected by the tenderer on any working day during office hours by contacting the concerned Engineer.

### 29.2 **WORK:**

29.2.1 The work should be done carefully and without hindrance to other agencies / Board who are also work in the same area. For any damage /misusing or theft to the Board property during work the contractor will be solely responsible and the loss due to this should be borne by the contractor.

29.2.2 If the contractor does not carry out the work to the complete satisfaction of the Engineer in charge the contract will be liable for termination without assigning any reasons therefore.

29.2.3 The tenderer should inspect the site and take out a Thorough assessment of the nature of the work and satisfy him before tendering. Any representation at a later date under any circumstances on any account will not be entertained.

29.2.4 Based on the actual works carried out, the bill will be claimed and paid. If the contractor fails to complete the work / discontinue, Board will carry out the entire / balance work through suitable other agencies. The loss or inconvenience in connection with above work will be recovered from the default contractor.

29.2.5 The required quantity of safety appliances and consumables as required to carry out the nature of work have to be supplied by the contractor as per the direction of Engineer in-charge.

**29.3 POWER FACILITY:** 415 V 3 phase AC supply if required for works at site will be provided on chargeable basis at appropriate tariff. Necessary cables, switchboard, controls and accessories etc. shall be arranged by the contractor. Non availability of Power supply shall not be indicated as a reason for delay in execution of work and consequent extension of delivery period. In case of any power failure, the contractor shall make their own arrangement to execute the work using DG sets.

**29.4 TOOLS & PLANTS AND INSTRUMENTS:** All instruments and tools & plants and consumables required for the work shall be arranged by the contractor.

29.5 Subject to availability, unfurnished accommodation will be provided at applicable rental charges. The energy consumed in such accommodation shall be billed at appropriate tariff rate and recovered from contractor's Bills. Food shall be the responsibility of the successful tenderer.

- 29.6 Any other work not specifically mentioned but required for successful completion of the work is to be executed by the successful tenderer for which the material & Labour charges should be borne by the contractor and no extra payment will be made by TANGEDCO

### **30.0 SAFETY OF PERSONNEL:**

The Tenderer is solely responsible for arranging the following for his workmen.

- a) Safety precautions should be adopted strictly during the work
- b) The area should be cleaned after completion of work.
- c) The contractor should adhere to all safety precautions and statutory provisions for the workmen. The Tenderer should cover his employees under accident Insurance Plans of General Insurance Company of India to cater for the workmen's Compensation Act, 1923, with all later amendments. Insurance of workman and other personnel working under him should be submitted before starting the work.
- d) Compensation to workmen as per workman compensation act in case of injuries. The contractor shall take up any work in the site only after furnishing the workmen compensation policy.
- e) The Board cannot be held responsible for any accidents of the worker. TANGEDCO will not be responsible in any way either legal or financial to the same.
- f) The Labourers should be provided with safety appliances such as helmet, face mask, ear plug, gloves, shoes, safety ropes etc., and failing this will be no labourers will be allowed to work and if penalty by inspecting authorities will be deducted in your bills.

### **31.0 LIABILITY FOR ACCIDENTS TO PERSON:**

- 31.1 The Tenderer shall indemnify and save harm to the TANGEDCO against all actions, suits, claims, demands, costs or exposes arising in connection with injuries suffered prior to the date when the works or plant shall have been taken over by the date when the works or plant shall have been taken over by the persons employed by the Tenderer or his sub-Tenderer, the works whether under the Central Law or under the workmen's compensation Act 1923 or any other statutory law in force at the date of the tender dealing with the question of the liability of employees for injuries suffered by employees and to have taken steps properly to insure against any claims thereunder.
- 31.2 On the occurrences of an accident which results in the death of the workmen employed by the Tenderer or which is due to the tender work and or so serious as to be likely to result in the death of any such workmen, the Tenderer shall within 24 hours of happening of such accident intimate in writing to the concerned Engineer and such officers required by the provision of the workmen's Compensation Act, the fact of such accident.

The tenderer shall indemnify TANGEDCO in a non judicial stamp paper of value Rs.80 against all loss or damage sustained by TANGEDCO resulting directly or indirectly from his failure to give intimation in the manner aforesaid, including the penalties or fines, if any payable by TANGEDCO as a consequence of TANGEDCO's failure to give notice under the Workmen's Compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

- 31.3 In the event of any claim being made, or action brought against the TANGEDCO involving the Tenderer and arising out of the matters referred to and in respect of which the Tenderer is liable under the clause, the Tenderer shall be immediately notified thereof and he shall with the assistance, if he so requires, of the TANGEDCO but at the sole expense of the Tenderer, conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such cases, the TANGEDCO shall at the expenses of the Tenderer, afford all available assistance for any such purpose.
- 31.4 In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VIII of 1923 and any subsequent amendment thereof whether by the tenderer or by the Government as principle, it shall be lawful for the Engineer to retain out money due and payable to the tenderer such sum or sums of money as may in the opinion of the said engineer be insufficient to meet such liability. The opinion of the engineer shall be final in this regard to all matters arising under this clause and will not be subjected to any arbitration.
- 31.5 Liability for damages or loss to third party including inspecting officers due to acts of the tenderer or his plant, or such tenderer connected with the execution of this tender shall be fully borne by the tenderer. The tenderer shall maintain such detailed records to furnish information regarding entitlement and discharge of all workmen employed under this tender as to be adequate for the timely and full settlement of claims under the Workmen Compensation Act. All cases of accident or injuries shall be reported to the engineer with all the details required for the settlement under the Workmen Compensation Act.
- 31.6 The tenderer should report about all accidents within 24 hours to the Assistant Executive Engineer of the TANGEDCO in the preliminary accidents form. He should furnish other particulars such as Medical Certificates, Wages particulars, fitness certificate, proof for having paid the compensation fixed by the TANGEDCO, etc. in due course without delay.

## **32.0 LIABILITY FOR DAMAGE TO WORK OR PLANTS:**

- 32.1 The tenderer shall during the progress of the work properly cover up and protect the work and plant from injury by exposure to the weather and shall take every reasonable proper, timely and usual precaution against accident or injury to the persons from any cause and shall be and remain answerable

and liable for all accidents or injuries there to which until the same, be or deemed to be, taken over may arise or be occasioned by the Acts or omissions of the tenderer or his workmen or his sub-tenderers and all losses and damages to the works or plant arising from such injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the tenderer and to the reasonable satisfaction of the TANGEDCO Engineer, should such loss or damage happen to units of works, plant or materials falling outside the scope of this tender and the tenderer due to these shall be placed or compensated for by the tenderer to the satisfaction of the engineer.

- 32.2 In the case of losses or damage to any portion of the work occasioned by other causes, the same shall, if required by the TANGEDCO be made good by the tenderer in like manner but at the cost of the TANGEDCO, at a price to be agreed between the tenderer and the TANGEDCO or in default of agreement settled by Arbitration and the TANGEDCO shall pay to the tenderer the tender value of the portion of the work so lost or damages or any balance of such tender value remaining unpaid as the case may be.
- 32.3 Until the work shall be or deemed to be taken over as aforesaid the tenderer shall also be liable for and shall indemnify the TANGEDCO in respect of all damage or injury to any person or to any property of the TANGEDCO or of others occasioned by the act of tenderer, his workmen or his sub-tenderers or by the defective design, or materials and not due to cause beyond his control. If due to tenderer's carelessness, negligence or non-observance of safety precautions, damage to generating machineries of TANGEDCO should occur, the full cost will be recovered from the tenderer.

### **33.0 PROTECTION OF EQUIPMENT AND SAFETY:**

The tenderer shall take all reasonable care to protect the materials handed over to him. Wherever necessary, suitable temporary fencing and listing shall have to be provided by the tenderer as a safety measure against accident and damage of property of TANGEDCO. Suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous.

### **34.0 SECURITY ARRANGEMENTS:**

The tenderer shall provide sufficient number of Security Personnel/ Watchmen to ensure that the equipments, tools and consumables under his charge are not lost due to theft.

In adequate provision in this regard will result in TANGEDCO's Engineer making similar arrangements at tenderer's cost.

### **35.0 EMPLOYMENT TO EX-SERVICEMEN:**

- 35.1. Attention of the contractor is invited to the Public Works Department G.O. Ms. No.2385 dated 13.09.1945 according to which the contractors must

offer employment to Ex-Servicemen as far as possible at local rates and a report shall be sent to the site Engineer for his reference.

- 35.2.** The number of Ex-Servicemen to whom he can so offer employment should be mentioned in the tender and he should also undertake in the agreement to offer such employment to such number.

**36.0** Employment of qualified Technical Staff by Contractors in the Execution of work:

Sl. No .	Value of Contract Rs.	Qualification and number of Technical assistants to be employed
1.	Upto 1,00,000	No Technical Assistant need be employed. If situation and nature of works warrant a Diploma Holder shall be employed.
2.	1,00,000 – 5,00,000	One Diploma Holder
3.	5,00,000 - 10,00,000	One B.E. or equivalent degree holder or one Diploma Holder in Engineering with three years experience respectively.
4.	10,00,000 - 25,00,000	One B.E. or equivalent degree holder with 3 years experience in Engineering works or two Diploma Holder with five years experience.

- 36.1.** The Contractor should state in clear terms whether they are Professionally qualified or whether they undertake to employ Technical men required by the Department specified in Schedule below, at their cost of look after the work.

- 41.3.** In case the contractor fails to employ the requisite number of Technical assistant specified, the contract will be terminated with penalties, as detailed below in A.16.4.

- 41.4.** An amount of Rs.9,672/- (Rupees Nine thousand Six hundred and seventy two only) per month per person for graduates and Rs.8,680/- (Rupees Eight thousand six hundred and eighty only) per month per person for Diploma holders will be recovered as penalty for non-employment of technical personnel specified above.

**Note:**

- 1.** In case the contractor who is professionally qualified is not in a position to remain always at the site of the work during working hours, personally checking all the items of work and paying extra attention to such work, as may demand special attention (e.g. R.C. works etc.) he should employ technically qualified men (as prescribed) for work.

2. If the contractor who is professionally qualified does not possess the qualification prescribed in the schedule should undertake to employ technical staff possessing required qualifications
3. The names, addresses, qualifications and consent letter of the qualified Technical staff should be furnished **along with** the tender.
4. In case of works executed by one and the same contractor one Technical personnel may be employed by the Contractor for more than one work situated within one Kilometre, provided the monetary limit prescribed for the nature of technical personnel to be employed is adhered to by one and the same contractor
5. It will not be incumbent on the part of the contractor to employ technical personnel when the work is kept in abeyance due to valid reasons and if during such period in the opinion of the Executive Engineer, the employment of technical personnel is not required for the due fulfillment of the contract. The tenderer shall provide skilled, semi-skilled and unskilled workers for the execution of work. The TANGEDCO's Engineer shall be at liberty to object to any representative or person employed by the tenderer in the execution or otherwise about the works who in the Engineer's opinion shall misconduct himself or by incompetent objected to forthwith, upon receipt of notice from the Engineer requiring him to do so.

#### **40.0 DEATH, BANKRUPTCY ETC.:**

In case of death or committing any act of Bankruptcy or being a corporation commence to be wound up except for reconstruction purposes or carry on its Business under a receiver, the executors, successors or other representative in law of the estate of the tenderer or any such receiver, liquidator or any person in whom the tender may become vested, shall forthwith given notice thereof in writing to the TANGEDCO and shall given for one month, during which, he shall take all reasonable steps to prevent stoppage of the works, have the option of carrying out this tender subject to his/or their providing such guarantees as may be required by the TANGEDCO but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works the period of option under the clause be fourteen days only. Provided that, should the above option be not exercised, the tender may be terminated by the TANGEDCO by notice in writing to the tenderer. And the same power and provisions reserved to the TANGEDCO on the taking of the work out of the tenderer's hands shall immediately become operative.

#### **41.0 REPAIRS/REPLACEMENT:**

Any loss or damage during erection and testing of the equipments shall be replaced/repared free of cost by the contractor.

**42.0 SUBLETTING:**

No part of the contract shall be sublet without prior written permission of the Superintending Engineer/Tirunelveli Generation Circle /TANGEDCO/ Tirunelveli- 627011 nor shall transfer to make by power of attorney authorizing others, to receive payment on contractor's behalf.

In case of the contractor engaging contract laborers with the prior approval mentioned above in writing, the following should be strictly adhered to.

- a) The contractor should fulfill strictly all the conditions as stipulated in the contract laborer (Regulation and abolition) Act, 1970 and the rules made there under.
- b) The contractor should take out a license at his cost, under section 12 of the above said act within the specified period as mentioned by the management/Principal employees at the time of awarding the contract.
- c) The contract laborer engaged by the contractor have no right to claim employment or any other benefit from TANGEDCO.

**SECTION - VI**  
**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 for 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.

#### **8) 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
- (iv) Employment Card : The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to

account for, where such damage or loss is directly attributable to his neglect or default;

(a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

(vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--

(a) Full particulars of the labourers who met with accident.

(b) Rate of Wages.

(c) Sex.

(d) Age.

(e) EPF UAN number

(f) ESI number

(g) Aadhaar number

(h) Nature of accident and cause of accident.

(i) Time and date of accident.

(j) Date and time when admitted in hospital.

(k) Date of discharge from the hospital.

(l) Period of treatment and result of treatment.

(m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

(n) Claim required to be paid under Workmen's Compensation Act.

(o) Date of payment of compensation.

(p) Amount paid with details of the person to whom the same was paid.

(q) Authority by whom the compensation was assessed.

(r) Remarks.

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

(viii) Preservation of Registers : The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the

date on which the last entry is made therein.

- (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
- (x) Disposal of amounts recovered from the Contractor : The 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.
- (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.

### **9.0 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 codenumber.
  - (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.
  - (e) 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.
- 1.1 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.

## **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 contractors to the service provider through online.

### **12.0 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.

### **13.0 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 Tamil Nadu 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 a photo identity card to his employees.

#### **14.0 Wages:-**

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

#### **15.0 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.

#### **16.0 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.



(c)	A.S.No	IP.No	IP.Name	No. of days	Wages	IP Contributions

I the documents should duly signed with seal by the contractor.

### **17.0 Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020.**

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

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

#### **New Forms:**

FORM I : Certificate of Registration of Principal Employer/Employer (under 3 Rules)

FORM II : Application for Licence/ Renewal of Licence (under CLRA and ISMW Rules)

FORM III : Form of Certificate by Principal Employer (under CLRA and ISMW Rules)

FORM IV : Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)

FORM V : Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)

FORM VI : Licence and Renewal (under CLRA and ISMW Rules)

FORM VII : Notice of commencement/ completion of work (under CLRA and BOCW Rules)

FORM VIII : Service Certificate (under 3 Rules)

FORM IX : Certificate of Medical Examination (under BOCW Rules)

FORM X : Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)

FORM XI : Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)

FORM XII : Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

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

- (a) An undertaking as specified in Annexure-V 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.

**19.0 SAFETY CONDITION:-**

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, 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 lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- (v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- (vi) If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.
- (vii) 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.
- (a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
- (b) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

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.

- (i) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
  - (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - (b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- (ii) 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.
- (iii) 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.
- (iv) 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.
  - (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.

## **SECTION - VII**

### **TECHICAL SPECIFICATION**

#### **1.0 MATERIALS:**

- i. Contractor will have to make his own arrangements for binding wire or in the alternative can do tack welding without any extra claim.
- ii. All materials not specifically mentioned with rate for issue in the tender notice but which are drawn by the contractor in the course of the work for use in the works, will be charged at the book value plus 10 percentage or the mark value plus 10 percentage whichever is higher plus the actual cost of packing and dispatch of materials.

#### **2.0 SUPPLY OF WATER:**

- 2.1.** The water will be supplied at one or more convenient points subject to availability of water main of TANGEDCO and the contractor will have to make their own arrangement at their cost for the distribution system. The water meters (Duly tested) required for metering the supply of water, will have to be procured and supplied by the contractor for installation.
- 2.2** Water of good quality fit for drinking purposes shall have to be provided for the workers on a scale of not less than 100 litres per head per day. Where drinking water is obtained from an intermittent public water supply, each work site shall be provided with a storage tank where drinking water shall be stored.
- 2.3.** Supply of water to the contractor shall be at the rate of Rs.1.50 per 1000 litres (Rupees one and paise fifty only) per one thousand litres only for works and for residence of contractor, their staff and labourers.

#### **2.4 WATER SUPPLY FOR CONSTRUCTION WORKS:**

The contractor should make his own arrangements for water during construction and the rates quoted should be inclusive of water for the works involving consumptions of less than 5.0 Tones (ie.100 bags) of cement (or) 0.5 Tones (ie.500Kg) of steel, to procure and use cement and steel materials confirming to relevant Indian Standards and to produce the copy of ISI certificate and test certificate issued by the manufactures instead of detailed testing procedures insisted.

#### **2.5 POWER SUPPLY:**

- 2.5.1** Three phase LT supply to the contractor's plant, tools and for works, for lighting for works will be metered and charged as per the prevailing tariff in force from time to time. The supply provided will be treated as temporary supply to the contractors requirement and the electricity consumption charges will be recovered as per the charges applicable KW or CC charges as per the prevailing tariff whichever is higher.

**2.5.2** The above electricity consumption charges for works and operation of tools and plants of the contractor throughout the contract period or till the authorised extended period of contract will be recovered as above.

**2.5.3** The contractor may procure and supply to the Board necessary energy meter for metering the supply and all charges for testing and maintenance of meter to the satisfaction of the Engineer, will have to be borne by the Contractor.

**2.5.4.** The power supply will be effected at a convenient point for each phase as decided by the Engineer at site and the contractor will have to put up and maintain their distributions system at their own cost from the points of take off from the nearest main provided by the Board.

**2.5.5** All equipment, materials and works in connection with contractor's electrical installation shall conform to I.E. Rules and specification and acceptable to the Engineer. The contractor's electrical installation shall be maintained in a safe and satisfactory operating condition.

### **3.1 ISSUE OF MATERIALS NOT SPECIFICALLY MENTIONED IN THE TENDER:**

Materials not specifically mentioned in the tender may also be drawn by the contractor or at the discretion of the Superintending Engineer/ Tirunelveli Generation Circle/Tirunelveli recovery for such materials will be made at book value (+) 10% or market value (+) 10% whichever is higher (+) the actual cost of packing and despatch of materials and sales tax as decided by the Engineer.

**3.2 ERECTION OF SHEDS:** The contractor will be permitted to erect their own shed for office and labour shed at the place approved by the TANGEDCO FREE of ground rent.

**3.3 CONTRACTOR'S SHEDS:** The contractor will be permitted to erect free of ground rent temporary sheds in camp area but subject to his observance of local rules. Street lighting for the labour colony will be provided by the TANGEDCO to the extent feasible.

**4.0 SANITATION:** Sanitation for the labour colony will be done by the TANGEDCO by free of cost.

### **5. 0 MEASUREMENT OF WORK AND PAYMENT:**

**5.1.** It is to be expressly understood that the measured work is to be taken not withstanding any customs or practice to the contrary according to the actual quantities when in place and finished according to the drawing or as may be ordered from time to time by the Executive Engineer and as per relevant clauses of Indian Standard Specification I.S. 1200 and the cost calculated by

measurement or weight at the respective places without any additional charges for any necessary or contingent works connected herewith. The rates quoted should be for works in site and complete in every respect. Measurement will be at tape or levels as decided by the Engineer. Classification of soil by the Departmental Engineer is final and legally binding on the part of the piece worker. Leads will not be measured along including pathways or scaffolding. No negative lifts will be allowed.

**5.2.** When there are complaints from the labour Department about non-payment of wages to the labourers employed by the contractors for the execution of work under agreement, the TANGEDCO Engineer shall have full powers to withhold the bills claimed by the contractor pending clearance certificate from the labour Department and to act as per the direction given by the Labour Department

**5.3** For the works done within the period of completion 95% of contract value will be paid within reasonable time. The balance 5% payment will be made within reasonable time on completion of guarantee period.

**5.4** For the works done beyond the period of completion 95% of contract value after deducting the LD amount will be paid within reasonable time. The balance 5% payment will be made within reasonable time on completion of guarantee period.

**5.5** The bills will be passed on completion of work. The payment will be limited to the actual work done. If the contractor get loan from the Govt/Undertaking payment will be made by TANGEDCO to the Government /Undertaking with the consent of the contractor

**6.0 CONTRACTOR NOT TO DISPOSE OF SOIL STONE ETC:**

The contractor shall not sell or otherwise dispose off or remove, except for the purpose of his contract, the sand, stone, clay, ballast, earth, rock or other substances / materials which may be obtained from any excavation made for the purpose of this contract or product upon site at the time of delivery of the possession of the land, but all such substances, materials and product shall be the property of the TANGEDCO, provided that the contractor may with the permission in writing of the Engineer, use any of the same for the purposes of the works on the terms that may be approved by the Engineer.

**7.0 GOLD, SILVER, MINERALS, OIL, RELICS ETC FOUND ON THE SITE:**

All Gold, Silver, Oil, or other minerals of any description and all precious stones Coins, treasures, relic, antiques and other similar things which shall be found in or upon the site shall be the property of the TANGEDCO and the contractor shall duly preserve the same to the satisfaction of the Engineer and shall from the time to time delivery the same to such person or persons as the Engineer may from time to time appoint to receive the same.

## **8.0 POWER FOR ENGINEER TO DECIDE ORDER OF WORKS:**

The contractor shall commence execution at such parts of the site and in such order as the Engineer shall decide in writing. The Engineer may from time to time by direction in writing, without in any violating this contract alter the order of the works of any part thereof at such time or time as the Engineer may deem desirable and the contractor shall after receiving such direction proceed in the order directed.

## **9.0 CONTRACTOR TO INFORM ENGINEER FOR ARRANGEMENTS FOR EXECUTION OF WORKS:**

The contractor shall from time to time, as and when required by the Engineer furnish the Engineer with a statement in writing of the arrangements he proposes to adopt for the execution of this contract, and in case the Engineer shall at any time to consider any alteration in the same desirable, the contractor shall on notice thereof adopt such alteration. A detailed program in the project for execution of the different items of works shall be prepared by the contractor immediately after commencing the work. Those accepted by the purchaser shall be kept up till the completion.

**10.0 SUNDAY WORKS:** No work of any description shall be carried out on Sunday and other important National Holidays, without the knowledge and formal sanction in writing of the Engineer.

**11.0** The work will be normally carried out in shifts for water supply works in all applicable days and whenever the machines are running for trash rack cleaning work.

## **12.0 SUSPENSION OF WORK:**

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

**13.0** No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failures or any causes beyond the control of the Board and for prearranged shut downs in Electricity supply for which prior notice may be given.

## **14.0 INSPECTION OF WORK:**

**14.1** The Engineer or his duly authorized representative shall have at all time full power to inspect the work wherever in progress, either on the site, on the contractor's premises or at the premises wherever situated of any firm or



company. Where work in connection with this contract may be in hand, all records, registers documents relating to the works including materials used on works shall be kept open to the Inspection of the purchaser or his authorized representative when so called for in writing.

**14.2.** All requisite scaffolding shoring timbering and path ways shall have perfect supports, care must be taken to ensure the safety to work people and the contractor shall comply with such safety. The contractor will be responsible for any damage or injuries to persons and properties resulting from ill-erected scaffolding defective path ways and ladders or otherwise rising out of his default in this respect.

**15. OPENING OUT OF DEFECTIVE WORKS:**

Should the engineer consider it necessary in order to satisfy himself as to the quality of the work, the contractor shall at any time during the continuance of the contract pull down or cut into any part of the work and make such opening into and to such an extent through the same, as the Engineer may direct and the contractor shall make good the whole to the satisfaction of the Engineer, should the work prove to be faulty or in any respect not in accordance with the terms of contract documents, the Engineer, shall be at liberty to order such further removal as may consider necessary and the whole of the expenses incurred shall be defrayed by the contractor. If, however, the work proves to be sound and in accordance with the contract documents the actual expenses incurred in such examination will be borne by the purchaser.

**16. REMOVAL OF IMPERFECT WORK:**

If, it shall appear that has been executed with unsound imperfect or unskilled workmanship, or with materials of an imperfect or any inferior quality or otherwise not in accordance with the contract documents the contractor shall at his / own constructing, reform, removes, or reconstruct the same, either in the whole or in part, as may be directed by the Engineer whether or not the value of any such work or materials shall have been included in any payment made to the contractor.

**17. PATENT RIGHTS:**

In the event of any claim or demand being made or action being brought against the purchaser for infringement or alleged of letters, patent, in respect of any machine, plant work, materials or things used or supplied by the contractor under this contract in respect of any method of using or working by the purchaser of such machine, plant, work materials or things, the contract will indemnify the purchaser against all costs and expenses arising from or incurred by reason of any such claim provided that the purchaser shall notify the contractor shall be at liberty if he as desires with the assistances of the same or any litigation that may arise there from and provided that no such machines, plant works, materials or thins shall be used by the purchaser for any purpose or in any manner other than that for which they have been supplied by the contractor and specified under this contract.

## **18.0 ACCESS TO SITE AND WORK ON SITE:**

The purchaser may, if he shall think fit from time to time enter upon any lands which may be in the possessions of the contractor under this contract, for the purpose of executing any works not included in this contract, for the purpose of executing any works not included in this contract and may execute such works respectively by himself or his agents or by other contractors at his option and the contractor, shall in accordance with the requirements of the Engineer afford all reasonable facilities for execution of the works including occupation of lands by structure of otherwise, for any other contractors employed by the purchaser, and his workmen offer the workmen of the purchaser, who may be employed in the execution on or near the site of the work not include in the contract or of any contractor in connection with or ancillary to the work and in default in contractor shall be liable to the purchaser for any delay or expense incurred by reason of such default, provided always that if the exercise of these powers shall cause any damage to the contractor he may and when such damage arise make a statement of the same to the Engineer who shall from time pay to the contractor the amounts (if may) so certified by the Engineer. The contractor shall not, however, on account of any such modified new or extra work executed by or for the sake of the purchaser be entitled to claim relief from the obligation to execute other works.

## **19.0 MATERIALS BROUGHT ON TO THE SITE OF WORKS:**

All materials, tools and tackle brought to and delivered upon the site for the purpose of the work shall from the times of their being so brought in and be the property of purchaser but may be used for the purpose of the work but for the purpose only and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Engineer but the contractor or shall nevertheless be solely liable and responsible for any loss or destruction thereof damage thereto unless resulting from causes beyond the contractor's control.

**20.0** The purchaser shall have an lien on such materials tools and tackle for any sum or sums which may at any time prior to the completion of the works be due or owing to him by the contractor under in respect of or by reasons of the contract and shall be liberty to sell and dispose off any such materials tools and tackle for and such which may at any time prior to the completion of the works, be so due or owing to him by the contractor, under in respect of or by reason of the contract and in such manner as he as think fit and to apply and the proceeds in or towards the satisfaction of which sum or sums so due for owning as aforesaid but subject, to a lien and power of sale and disposal such surplus materials, tools and tackle shall belong to the contractor and may be removed and disposed off by his as he shall think fit.

## **21.0 CONTRACTOR TO KEEP INVENTORY OF PLANT ETC.**

The contractor shall prepare and maintain inventory of all materials temporary rolling stock, plant purchased or hire of use of employment or

for any of the purposes of this contract and such inventory or a copy thereof shall at all times be available for inspection by the Engineer, On the completion of the contract all such materials, rolling stock and plants as shall have been hired shall be removed forthwith by the contractor and returned to the parties from whom the same have been hired.

## **22.0 TOOLS AND PLANT MACHINERIES AND EQUIPMENTS FOR THE EXECUTION OF THE CONTRACT.**

All tools and plant, equipments, tackle and machinery required for the completed execution of the contract shall be arranged for by the contractor only at his own cost. The contractor, may however, specify in his tender the terms under which or concessions, if any that he would require for procuring and using the tools and plant and equipments of the work except those that are to be supplied on hire or free of charges, the contractor shall submit a list of machinery brought by him to the site and the same will be verified by the departmental officer. As and when further machinery are brought those items shall also be reported for verification. If the contractor desires to remove any equipment or machinery from the site he shall inform the departmental officer and remove the materials from site under proper gate pass from the Engineers concerned.

## **23.0. FINAL CERTIFICATE:**

The contract shall not be considered as completed until certificate shall have been signed by the Engineer to the effect that the contractor has carried out all his obligations under "Maintenance" and in the manner provided by this contract notwithstanding any previous entry upon the works or taking possession, working or using any part thereof by the purchaser but the issue of the final certificate as aforesaid shall be without prejudice to the rights and obligations of the parties, during any part of the maintenance period which has not expired at the time of the issue of the final certificate.

## **24.0 COMPLETION CERTIFICATE:**

As and when the whole work shall have been completed to the satisfaction of the Engineer and in accordance with this contract, he shall give to the contractor the "completion certificate: and thereupon the purchaser shall take over the work. Provided always that the Engineer shall in his discretion be at liberty from time to time to certify that a part of the work has been completed to his satisfaction and in accordance with this contract and thereupon the purchaser shall take over that part of the works included in such certificate.

## **25.0 CERTIFICATE TO BE PROVISIONAL AND SUBJECT TO CORRECTION:**

Any certificate for payment on account of work, materials or things shall be regarded as only provisional and approximate and all payments made on such certificates shall be regarded as being open payments and shall respectively be subject to revision and settlement by the Engineer and in

measurements of works executed, returns of materials provided and used for the estimates of value previously and materials provided and used having reference to the amount of the contractor the Engineer shall have power, from time to time, to correct the total results by adding thereto deducting there from such sum, as, after communication with the contractor or his duly authorised agent, the Engineer may deem to be just and such addition or deduction shall be credited to or as the case times as the Engineer may think fit.

## **26.0 NEGLIGENCE:**

**26.1** If the contractor shall neglect to execute the work with due diligence and expectation or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or shall contravene the provision of this contract the purchaser may give seven days notice in writing to the contractor to make good the failure, neglect or contravention complained of and should the contractor fail to comply with the notice within a reasonable necessary time from date of service thereof in the case of failure, neglect or contravention capable of being made good with that time or otherwise within such time as maybe reasonable for making it good, then and in such case, the purchaser shall be at liberty, to employ other workmen and forth with perform such work as the contractor may have neglected to do, or if the purchaser shall think fit, it shall be lawful for him to take the work, the work wholly or in part out of the contractor's hands and recontract at a reasonable price with any other persons of provide any other materials tools and tackle or labour for the purpose of completing the work, or any part thereof and in that event the purchaser, shall, without being responsible, to the contractor for the fair wear and tear of the same, have the free use of all the materials tools, tackles, construction plant or other things which may be on the site for use at any time in connection with the work to the exclusion of any right to the contractor over the same and the purchaser shall be entitled to retain and apply and balance which may be otherwise due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution such work as aforesaid.

**26.2.** If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor, fails to make good the deficit, the said materials, tools tackle construction plant or other things which are the property of the contractor may be seized and sold by the purchaser and the proceeds applied towards the payment of such difference and the cost of incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale, shall be paid by the contractor on the certificate of the Engineer, but when all expenses costs and charges incurred in the completion of work are paid by the contractor all such materials, tools, tackle construction plant or other things remaining unsold be removed by the contractor.

## **27.0. DEATH AND BANKRUPTCY ETC...**

If the contractor shall die or commit any act of bankruptcy or being a corporation commence to the would up, for reconstruction purpose or carry on the business under a receiver, the executors, successors or other representatives in law of the Estate of the contractor or any such received liquidator or any person in when the contract may become vested shall forthwith given notice thereof in writing to the tenderer and shall or one month, during which he shall take all reasonable steps to prevent a stoppage of the works have the option of carrying out this contract subject to his or their provided such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of this Clause shall be fourteen days only. Provided that, should the above option be not exercised, the contract may be determined by the purchaser by notice/writing to the contractor. And the same power and provisions reserved to the purchaser in the last proceeding clause on the taking of the work, out of the contractor's hands shall immediately become operative.

#### **28.0 MEASURING VALUING AND CERTIFYING BY ENGINEER:**

In measuring Valuing, deciding or certifying, the TANGEDCO Engineer is intended to act by his skill and from his knowledge for the facts and incidents connected with the works and in so far as any acts are not within his own knowledge, the Engineer shall be at liberty to inform himself by enquiry of such person or persons as he may consider necessary. The Engineer shall at all times be considered sized of all the facts necessary for him to form his own opinion make his measurements or valuations given is decision and orders make his requisition or give or refuse his certificate and he shall be at liberty to certify at such time and in such manner as in his discretion he may think proper and he shall not be found to give any reasons for or any particulars of his certificate or any reason for his not certifying.

#### **29. CLEANING UP:**

Upon completion of the work, the contractor shall remove from the vicinity of the work all plant, building rubbish, unused materials concrete forms and other materials belonging to him or used under his direction during construction and in the event of his failure to do so, the same will be removed by tenderer and the relevant expenditure recovered from the contractor.

#### **30. JURISDICTION:**

No suit or any proceeding in regard to any matter arising in any aspect under this contract shall be instituted by the contractor in any court other than in the High court of Chennai or at District court at Erode or Sub court at Bhavani or District Munsif court at Erode. It is agreed to 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 of any part of the cause of action, arises within the jurisdiction of any court of Chennai State (Tamil Nadu) and not in the Courts in Chennai City and rest within the jurisdiction of courts outside Tamil Nadu, then it is agreed

between the parties that such suit of proceeding shall be instituted in Court within Tamil Nadu and no other court Outside the state of Tamil Nadu shall have jurisdiction, even though any part of the cause of the action might arise within the jurisdiction of such courts. An undertaking in this regard should be furnished by the contractor in a non judicial stamp paper of Rs 80/.

**31. SUBMISSION OF PERT CHART:**

Within 2 weeks from the date of work, the contractor/supplier should furnish to the Engineer a PERT CHART which, in addition to indicating the overall completion of each contract, should also indicate the time for completion of each individual activity of the contract. The contractor should also mention in his schedule the required dates for any significant point communication or transfer or responsibility between the contractor and other participants in the project (i.e) the required date for supply or design and leading date with reference to plant and equipments from the manufacturers, the assistance required from the TANGEDCO with reference to purchase/hire of construction equipment, date of supply of design and drawing approval to the contractors drawing etc. The contractor should also furnish on the first of every month status review report of his work together with the above PERT net work up dated, to the Engineer, whenever there is any likely hood of a change in the construction schedule the contractor should inform the same to the Engineer forthwith.

**32. QUALITY OF MATERIALS SUPPLIED BY CONTRACTOR:**

For quality of materials and general workmanship, the Tamil Nadu Building Practice or the relevant ISS will apply. If there is any discrepancy between the Tamil Nadu Building Practice and the I.S. Codes, the latter shall govern.

Approval in writing shall be obtained from the Engineer, before any alternative or equivalent material is used, other than what is specifically mentioned in the drawings.

The bought out items of contractor shall be of reputed make and the samples or bought out items for use on works by the contractor will be produced before the Engineer at site for approval, with relevant test certificates etc., Only on approval of the engineer of samples so produced, the contractor should procure the required quantity of bought out items.

**33. WASTE MATERIALS:**

All waste materials as decided by the Site Engineer should be let out of the site at Contractor's cost and contractor should keep the site always clean during progress of work.

**34. K2 CONTRACT:**

This will be a K2 contract generally governed by TNDSS/Tamil Nadu Builders Practice of the Tamil Nadu Public works Department. If there is any variation between the clauses specified in this specification and the TNDSS/

Tamil Nadu building Practice, the clauses stipulated in this specification will hold good.

**35. WEEKLY PROGRESS REPORT:**

The contractor shall furnish in the Board weekly progress report in triplicate on Saturday of every week indicating the following.

Item of Work	Schedule of Progress for the work	Actual Progress	Reason for short fall if any	Step taken to meet the short fall
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**36. LABOUR STRENGTH REPORT:**

In addition, labour strength report shall also be submitted in triplicate on Saturday of every week, clearly indicating the category of Labourers, Engineers and others employed by them with their individual strength employed in every week.

**37. INTEREST OF MONEY DUE TO THE CONTRACTOR:**

No omission by the Engineer to pay the amount due upon certificates shall vitiate or make void the contract nor shall the contractor entitled to interest upon any guarantee funds or payments in area or not upon any balance which on the final settlement of his accounts, be found due to him.

**38. DEVIATION/ALTERATION IN THE MATERIALS:**

The contractor shall not in any way alter any of the materials to be used on the work without the previous consent of the Engineer but the Engineer may from time to time and at any time direct in writing any deviation, alterations, additions or omissions to be made from, in or to the materials or any part thereof vitiate this contract and any deviations so directed to be made shall be made to the satisfaction of the Engineer in the same manner as if such materials has been originally included in or omitted from the specification and schedule of prices, except that the value of the same whether by way of addition/deduction shall be estimated by the Engineer according to the schedule/ price, and the amount so estimated shall be added to or deducted from the contract sum, as the case may be. Any deviation/alteration should be furnished in the prescribed format in the deviation statement [schedule II]

**39. DEVIATION/ALTERATIONS/ADDITIONS TO THE WORKS:**

The contractor shall not in any way alter any of the works without the previous written consent of the Engineer but the Engineer may from time to time and at any time progress of the works by in writing under his hand direct any deviations, alterations or additions to be made from, in or to the works part there of or say direct the contractor to curtail or to omit any of the works or execute any new of substituted work or to commence and execute the work or any part thereof in such order and manners as shall any deviations alterations additions and omissions made in pursuance there of

shall not vitiate this contract or be made the ground for any claim for compensation for pledged loss or profit in respect of omitted works or (except as herein after provided) for extra payment for additional works and any works so directed to be omitted shall be made to the satisfaction of the Engineer in the same manner (as nearly as circumstance shall admit) as if such works has been originally included in omitted the specifications except that the value of the same, whether by any additions or deductions shall be estimated by the Engineer according to the schedule of prices and the amount so estimated shall be added to or deducted from the contract sum as the case may be. The contractor shall not however on account of any such modified new on extra works executed by or for the purchaser, be entitled to claim relief from the obligations to execute other works. Any deviation/alteration/addition to the works should be furnished in the prescribed format in the deviation statement [schedule II ]

#### **40. CLAIM FOR EXTRA WORKS OR FOR DEDUCTIONS:**

The tenderer shall not be responsible for the payment of any claim for extra not included in, not shall be entitled to claim any deduction from the contract such in respect of any changes or alterations in the materials employed unless the same shall have been ordered or sanctioned as the case may be in writing by the Engineer, and in the event of any dispute arising either as to the validity of the claim or as to the amount to be paid or allowed in respect there of the decision of the Engineer shall be final and binding on all parties, and in the meantime, the contractor shall either proceed with the work in question or suspend the same, as may be determined by the Engineer, and not payments due or payable by the purchaser or his agent as the case may be shall be withheld on account of such dispute.

#### **41. MEASUREMENT OF EXTRA WORKS:**

All extra works of every description which shall be executed in pursuance of any of the provisions of this contract shall be measured up and shall be paid according to actual quantities ascertained by such measurements and the prices inserted in the schedule of prices and so that such prices shall include all of such operations and accessories as appear by the said schedule of price or specification to be or shall in the opinion of the Engineer by contingencies upon the works mentioned in such schedule of prices or be required to make such works perfect and fit for use. Provided also that if any works shall be ordered by the Engineer and executed by the contractor for the payment of which no provision shall in the opinion the Engineer be made in the schedule of prices of the specification the Engineer shall fix and determine such prices of the same in his judgment appear to accord general, with the prices for the in the schedule of prices, such allowances being made on the work for the accommodation and protection of foot passengers or their traffic and of the owners and occupiers adjacent property and of the public as may be seen to the Engineer sufficient, for any difference in the character conditions of the work.

#### **42. WORK EXECUTED DAY LABOUR:**



Any extra work of such complicated miscellaneous or disjointed character that it cannot be valued by measurement may be executed by day labour of a specific lump sum may be agreed for any special piece of work to be carried out. Before any work is put in the name day work rates order in writing must be obtained by the contractor from the Engineer and schedule of day work rates agreed upon. The contractor shall deliver to the Engineer's weekly, a full detailed account (in triplicate) of all labour and materials employed or used respectively or any portion of the work for which an order has been issued that it must be carried out at day work rates. This return shall cover the work done during the previous "Contractor's week". One of the accounts, if found correct, will be certified by the Engineer, and returned to the contractor and contractor shall afford every facility for checking by the Engineer on the ground all time and materials as charged for.

**43. APPLICATION FOR RETENTION SUM:**

The retention sum and any other portion of the contract sum for the time being unpaid or any part or parts thereof respectively may be applied by the purchaser at his discretion in all if any of the following ways (and either during the construction of the work or at any time before the issue of final certificate hereinafter referred to) that is to say, in or towards making good any defect or unsoundness which shall be certified by the Engineer to existing works or any part thereof or in the materials used in the formation and construction thereof and provided by the contractor, or which being provided by the tenderer shall while in the custody of the contractor be damaged or rendered imperfect or in towards making good in any manner the tenderer may think fit. Any breach by the contract or in towards the satisfaction of any damaged or other money payable by the Contractor to the tenderer under this contract. Providing that nothing contained in the Clauses shall prejudice any of the other rights or remedies of the purchaser or his agent in respect of any breach of this contract.

**44. BREACH ON PART OF PURCHASER NOT TO ANNUAL CONTRACT:**

No breach of non-observance on the part of the purchaser of any of the agreement herein contained shall annul this contract or discharge the contractor from the observance and performance thereof or any part thereof but compensation of damage (if any) shall be made to the contractor or at the option of the Engineer an extension of time given to the contractor in respect of such breach or non-observance by the purchaser such compensation or extension of time to be fixed by the Engineer.

**45. REGULATION OF LOCAL AUTHORITIES:**

The purchaser shall through the continuance of the contract and in respect of the matters arising in the performances thereof, serve all notice and obtain consents way leaves approvals and permissions required in connection with the regulations and by laws of the local other authority which shall be applicable in the works.

**46. NOTICES & HOW TO BE GIVEN:**

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

#### **47.0 CONSTRUCTION OF CONTRACT:**

The contractor shall in all respect be constructed and operated as a contract as defined in the Indian Contract act. 1872 and all payments made there under shall be made in rupees unless otherwise specified.

#### **48.0 CONTRACTOR'S REPRESENTATIVE AND WORKMEN:**

**48.1** The contractor shall have at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor to carry out and supervise the works. The said representative or if more than one shall be employed then one of such representatives shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorised representative whose name have been previously communicated in writing to the contractor may give to the said representative of the contractor shall be deemed to have been given to the contractor.

**48.2** The Contractor shall at all time employ as such labour or every description as required for the proper progress of the work as planned and shall on demand furnish from time to time such returns may be required by the Engineer of the number and description of skilled and unskilled labourers and supervisory staff employed upon the work.

**48.3** The contractor has to provide identity cards for the workman engaged during the currency of contract.

#### **49.0 RIGHT OF ENGINEER TO ORDER WITHDRAWAL OF LABOUR:**

The Engineer shall be at liberty to object to any representative or other persons or labourers employed by the contractor in the execution or otherwise about the works, who shall misconduct himself or be incompetent or negligent and the contractor shall remove the persons so objected to upon the receipt from the Engineer of notice in writing requiring him so to do, and shall provide in place, a competent substitute at the contractor's expense.

#### **50. WORKS TO BE EXECUTED TO THE SATISFACTION OF THE ENGINEER:[ MATERIALS & WORKMANSHIP ]**

- i) The Contractor shall proceed with the works with diligence and expedition and the whole of the works there in specified as well as the made of execution, shall be under the supervision and direction and shall be carried on to the entire satisfaction of the Engineer who shall have full power to order the contractor to alter, enlarge on diminish the forms dimensions position or quantities of any of the works, or to make use of materials and workmanship or different description and qualities from these herein specified works should be properly carried out to the satisfaction of the Engineer.
- ii) The whole of the works, together with any temporary works associated there with shall be carried out in the most, substantial proper and workmen like manner with the best materials and workmanship, and to the entire satisfaction of the Engineer and in such order time as he may direct. The contractor shall attend to and execute without delay, all orders and instructions which may from time to time be issued by the Engineer. When the works or their appurtenants foul with the arrangements of their units of works not covered by this specification working methods shall be discussed with the Engineer and his prior concurrence obtained.
- iii) The work shall be executed in thoroughly substantial manner with materials and workmanship of the best quality and strictly in accordance with the specification, and with the drawing or which such other drawings or written instruction as may from time to time be furnished to the contractor in accordance with the terms on this contract and shall be completed in every respect with all material and workmanship implied and necessary according to the firm interpretation and meaning of the same and should there-by any discrepancy between the drawings and specifications, or any difference or dispute as in the dimension to be worked to or quality of the materials to be used or the mode of doing or periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the Engineer shall be final and binding on all Parties.

**51. CONTRACT INCLUDED ALL NECESSARY OPERATION:**

The contractor is to include the whole of the works whether permanent or temporary which are described in or implied by the contract documents for which may inferred to be obviously necessary for the efficiently. Stability and completion of the permanent works and also the performance of all other operations and the supplying of all materials and things described in or implied by the contract documents which may be deemed desirable or required for the completion in all respects of the above works to the entire satisfaction of the Engineer, and all such matters shall be deemed as included in the contract sum. Work shown upon the drawings shall not mentioned in the specification or described in the specification without being shown on the drawing shall nevertheless be held to be included in this contract and then execution have been expressly shown upon the drawings and described in the specification also.

**52. SUFFICIENCY OF ARRANGEMENTS/ MEANS:**

The contractor must supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery tools or implements and generally of all the means used for the fulfillment of this contract, whether such means may or may not be approved, offered to or recommended by the Engineer and the contractor must accept all risks of accidents or damages from whatever cause they may arise until the completion of this contract.

**53. FENCING AND LIGHTING:**

Except as herein after provided the contractor shall unless otherwise specified be responsible for the proper fencing, guarding, lighting and watching of all proper works comprised in the contract and for the proper provision of temporary roadway guards and fences and as far as the same may be rendered necessary by reason.

**54. DISCREPANCIES BETWEEN DRAWING AND SPECIFICATION:**

Should thereby any discrepancy between the specification and/or schedule of prices and/or drawings or any inconsistency error or omission in either of them, reference must be made to the Engineer for an explanation and the contractor will be held responsible for any errors that may occur in the work through neglect of this precaution. The explanation of the Engineer shall be the final binding the contractor.

**55. QUANTITIES PRICES AND PAYMENT:**

The quantities given in the schedule of prices for various items of works are only for purpose of comparison of bids and total prices, Payments will be made in accordance with the net quantities measured as described in the relevant clauses at the rates stated in the schedule of prices, whether such actual quantities be greater or less than the quantities given in the schedule of prices.

**56. DOCUMENTS CONFIDENTIAL:**

The tenderer (whether tender is considered or not) shall treat the details of the tender specifications and other documents attached hereto as private and confidential.

**57. TENDER DOCUMENTS NOT RETURNABLE:**

The tender documents and the relevant connected documents, pamphlets, sketches, design etc, submitted by the tenderer (whether his tender is considered or not) shall become the property of the tenderer and are not returnable.

**58. FILLING UP OF TENDER PROFORMA: As per SECTION I**

**59. ABSOLUTE RELEASE OF THE TANGEDCO FROM ALL FURTHER CLAIM BY THE CONTRACTOR:**

It shall be accepted as a condition of contract that the payment of final bill to the contractor less the withheld amounts and his acceptance thereof shall

constitute full and absolute release of the Board from all further terms by the contractor under the contract. This clause must prejudice to the guarantee condition under Class A.13.

**60. AMBIGUOUS CLAUSES:**

No ambiguous clauses which may put the TANGEDCO to uncertain commitments will be entertained.

The Contractor shall execute the undertaking in the format enclosed to the effect that if there is any excess payment that may be found to have been made as a result of incorrect calculations or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by the contractor to the TANGEDCO either by payment or by adjustment against future payments due.

**61. APPEAL PROVISION:**

Any contractor aggrieved by the order of the Tender accepting Authority (competent authority) can prefer an appeal to TANGEDCO within 10 days from the date of receipt of order.

**62. TERMINATION OF WORK:**

The tender accounting authority has the liberty to terminate the work or part thereof without assigning any reason during the currency of contract.

**63. HEALTH AND SANITARY RULES FOR WORKERS:**

The Contractor's special attention is invited to 'Model Rules for the provision of Health and Sanitary arrangements for workers employed' of the General Conditions of Tamil Nadu Building Practice and he is required to provide at his own expenses the following amenities to the satisfaction of the Engineer at site.

**64.0 FIRST AID:**

At the work site there shall be maintained in a readily accessible place, first aid appliances and medicines including adequate supply of sterilised dressing and sterilised cotton wool. The appliance should be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during working hours

**65. CONTRACTOR'S FAILURE TO TAKE UP/ EXECUTE THE WORK:**

If contractor fails to take up / execute the work after work awardance, TANGEDCO has got right to cancel the work awardance, with forfeiture of the Earnest Money Deposit/ Security Deposit paid and the work will be arranged for execution by any other agency. If any extra expenditure incurred due to the said failure, it will be recovered from the outstanding bills of the contractor at this Circle/in any other offices of TANGEDCO / TANTRANSCO / TNEB.

**66. Generally all civil works should comply the specifications mentioned in the Tamil Nadu Building Practice.**

The Tamil Nadu Building Practice of the Tamil Nadu Public works Department and ISS will be followed for the performance of the contract, wherever applicable and for all particulars not specifically covered by this specification .Wherever there is difference between the Tamil Nadu Building Practice and ISS. The relevant ISS will apply. The Tenderer's particular attention is invited to the sections and clauses in the standard "Preliminary Specification" of Tamil Nadu Building Practice dealing with the following items :-

- i. Test, inspection and rejection of defective materials at work site,
- ii. Carriage,
- iii. Construction plant,
- iv. Water and lighting,
- v. Accident,
- vi. Cleaning up during progress and for delivery,
- vii. Delays

The contractor should closely peruse all the specification clauses which govern the rates.

All other rules and regulations of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 shall also be applicable.

The work should be carried out as per the description in the schedule and as per the instruction of the Department Engineer.

## **67 Vendor Registration :**

In TANGEDCO/TANTRANSCO, Vendor Registration has come into effect from 01.01.2021 as per TANGEDCO proceedings 311, dated 20.12.2020. The firms must register in the Online Vendor Portal Website <http://exam.tnebnet/tnebvendore> for vendor registration.

## **68.0 GENERAL:**

1. Not withstanding anything contained in any of the above terms and conditions, the TANGEDCO shall have the right to relax, waive any of the conditions of the contract wherever deemed necessary in the interest of the TANGEDCO.
2. The transportation of men and materials to work site and back shall be arranged by the contractor.
3. Cost of transport of materials, lead & lift, scaffolding tools, machineries required for carrying out the work in complete shape is in the scope of the contractor.
4. All T & P's and consumables required for the work should be provided by the contractor at his scope.
5. All tests are to be performed as per the latest issue of relevant Standards with latest amendments thereof.

6. The work should be carried out as per the specification and instruction of the Engineer in-charge by engaging adequate skilled & suitable labourers to complete the entire work in time.
7. The contractor should take over the site immediately on receipt of the work contract order and commence the work.
8. As the Job involves with material handling during dismantling and assembling at site, which requires manpower requirement, the contractor has to take up the responsibility for their Insurance, Accommodation, Conveyance, Food, and Safety at the time of work and stay at site etc...
9. During the course of execution of work if any person in the work spot meet with an accident, the contractor alone is responsible to compensate the individual for loss.
10. No damage should be caused to TANGEDCO's property and equipment. In the event of any damage caused, the same should be set right by the contractor at his cost.
11. The contract is liable for termination at any time during the period of contract without assigning any reasons thereof.
12. All the workers and supervisory staffs should be insured as per Workman Compensation Act. The TANGEDCO will not be responsible for any compensation in the event of any loss due to accident. The same has to be borne by the contractor. Any direct or indirect loss due to accident has to be made good by the contractor.
13. If the contractor does not carry out the work to the entire satisfaction of the Engineer in charge, the contract will be liable for termination without any reasons thereof.
14. The materials should generally conform to relevant standards as amended from time to time.
- 15. Bidder shall visit the plant before submitting the bid so as to make sure of the requirements. The bidder will alone be responsible for ignoring this visit to site before tendering and TANGEDCO will in no way be liable for this lapse on the part of the bidder.**
16. All the required materials even though not specifically mentioned, shall be provided by the tenderer for successful completion of the works, without any extra cost and is within the scope of the Contract.

#### **69.0 SIGNATURE OF TENDERERS:**

The tender must contain the name, residence and place of business of the person or persons making the tender and must be signed and sealed by tenderer with his usual signature.

A tender by a partnership concern must furnish the full names of all partners. It should be signed by one of members of the partnership or by an authorized representative followed by the name and designation of the person or persons signing.

Tenders by corporations/companies must be signed with the legal names of the corporations/companies by the President, Secretary or any other person or persons authorized to bind the corporation/company in the matter.

#### **70.0 SPECIFICATION AND CLARIFICATIONS:**

The tenderer shall study carefully the specification and conditions that are contained in this specification before tendering.

If the tenderer has any doubt as to the meaning of any portion of this specification, he could refer to the Superintending Engineer/Tirunelveli Generation Circle /TANGEDCO/Tirunelveli-11 in writing and obtain the clarification well in advance.

#### **71.0 DEPARTURE FROM THIS SPECIFICATION CLAUSE:**

If the tenderer wishes to depart from the specification clauses in any respect he shall draw the attention to support points of departure explaining fully the reasons thereof. Unless, this is done the requirement of this specification clause will be deemed to have been accepted in every respect.

#### **72.0 AGREEMENT/CONTRACT DOCUMENT:**

The written agreement to be entered in between the contractor and the TANGEDCO on non-judicial stamp paper of Rs.80/- (Rupees eighty only) in the standard form and the cost of stamp paper being borne by the successful tenderer, shall be foundation of the rights of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor and then by the proper Officer, authorized to enter into contract on behalf of the TANGEDCO. An Indemnity bond should also be executed in a stamp paper for the value of Rs.80/- (Rupees eighty only) for not claiming any damages (or) injuries to persons (or) properties resulting from any accident and an undertaking for EPF, ESI and other statutory requirements shall also be given in a non-judicial stamp paper for the value of Rs.80/- (Rupees eighty only) at the time of execution of agreement.

The tenderer shall carefully examine the tender documents and fully inform himself as to all the condition and matters which may be in any way affect the work or the cost thereof. Should a tenderer find discrepancies in, or omissions from the specification or documents, or should be in doubt as to their meaning, he should at once notify the Superintending Engineer/Tirunelveli Generation Circle /TANGEDCO/ Maharaja Nagar, Sivanthipatti Road, Tirunelveli – 627011 and obtain clarification in writing prior to submitting the tender.

#### **73.0 MODIFICATION OF TENDER DOCUMENTS:**

Modification of specifications and extension of the opening date of the tender, if found necessary, will be made by TANGEDCO.



**SECTION – VIII – FORMATS**  
**SPECIFICATION NO.SE/GC/TIN/C17/2021-22**  
**SCHEDULE - `A'- PRICE SCHEDULE**  
**(To be filled ONLINE by the Tenderer)**

**(Payment will be made as per the actual)**

**Name of work: Maintenance for sanitation arrangements including cleaning of toilet, sewage line, collection chambers and open drains including periodical sweeping, providing uninterrupted water supply, maintenance of Highways, Manalar, Vennirar and Eravangalar dam by cleaning of Gallery, sweeping at the top of dam in Suruliyar Upper Camp for a period of 12 months from the date of utilization for the year 2022-23.**

**Contract No: SE/GC/TIN/C17/2021-22**

**PRICE SCHEDULE**

S.No	Item Description	Quantity	Units	BASIC RATE IN Figures To be Entered by the Bidder Rs. P.	Total Amount without taxes Rs. P.	Total Amount in Words
1	2	4	5	13	53	55
1.	Sweeping inside & around Pump House, Offices and Dispensary buildings and clear away the debris from the location including cost of broom sticks, baskets, labour, lead, safety appliances, lift etc., complete.	149850.0	m2	To be Filled in online BOQ only		
2.	Cleaning the <b>toilet &amp; utilities</b> in Pump House, Office and Dispensary building including cost of cleaning materials (brush, bleaching powder, phenoil, etc.) and labour for cleaning, safety appliances etc., complete.	3900.0	Nos.	To be Filled in online BOQ only		
3.	Cleaning of <b>open drain</b> in Pump House, Office and quarters building etc, and clearing away the debris from the location including cost of cleaning, materials, bleaching powder, safety appliances, labour, lead, lift, safety appliance etc, complete.	21148.800	RM	To be Filled in online BOQ only		
4.	Cleaning the <b>Inspection chamber\Manhole</b> and clear away the debris from the location including cost of cleaning materials, bleaching powder, phenoil, labour, lead, safety appliances, lift, etc, complete.	152.000	Nos.	To be Filled in online BOQ only		
5.	Cleaning of <b>sewer line</b> including removing the block wherever required and clear away the debris from the location including cost of cleaning materials, bleaching powder, phenoil, labour, safety appliances, lead, lift, etc, complete.	1168.00	RM	To be Filled in online BOQ only		

6.	Attending <b>Masonry works / Carpentry works / Plumbing</b> works including chipping, plastering, brick works and concreting works wherever required and clear away the debris from the location including cost of labour, lead, lift, T & P, safety appliances etc., complete.	12.000	Operations	To be Filled in online BOQ only
7.	Maintenance of <b>Dam</b> by cleaning of <b>Gallery</b> etc works complete including cost of all materials, labour, safety appliances, lead, lift, T&P, transportation, safety appliance etc ., complete.	16.000	Operations	To be Filled in online BOQ only
8.	Maintenance of Water supply arrangement to quarters, pump House , Police Guard including cost of all materails, labour, lead, T&P, safety appliances etc., complete	365.000	Nos.	To be Filled in online BOQ only
9.	Thorough cleaning of <b>cob web</b> and dirt on wall inside, outside and ceiling of Power House and other office buildings and clear away the debris from the location including cost of broom sticks, baskets,, labour, lead, lift, safety appliances etc., complete.	1840.000	RM	To be Filled in online BOQ only
10.	Cleaning of Filter tank, storage tank including labour, lead, lift , safety appliances etc., complete.	84.000	Nos.	To be Filled in online BOQ only
11.	Cleaning the <b>Septic tank</b> of various sizes and clear away the debris from the location including cost of any cleaning method, bleaching powder, phenoil, labour, safety appliances , lead, lift, etc, complete. ( Minimum Capacity :5 m3)	8.000	Nos.	To be Filled in online BOQ only
12.	Maintenace of Drinking water Diversion Bund and Main Water tank removing the block due to debris, sand and waste etc., for free and full flow of water iincluding cost of all materials, safety appliances, labour, IT&P etc., complete	72.000	Nos.	To be Filled in online BOQ only
13.	Cleaning of <b>open drain</b> in sides of road and clearing away the debris from the location including cost of cleaning materials, labour, safety appliances, lead, lift, etc, complete.	41100.000	RM	To be Filled in online BOQ only
14.	Cleaning of <b>Culverts</b> across the road and clearing away the debris from the location including cost of cleaning materials, labour, safety appliances, lead, lift, etc, complete.	96.000	Nos.	To be Filled in online BOQ only
15.	Maintenance of <b>Roof Cleaning</b> and clear away the debris from the location including cost of broom sticks, baskets, labour, safety appliances, lead, lift, T&P, etc., complete.	15244.000	m2	To be Filled in online BOQ only
16.	GST 18% as per Govt. Norms			To be Filled in online BOQ only

\* For the bidders inside TN - GST is (CGST + SGST)

For the bidders outside TN – GST is IGST

COMPANY SEAL

DATE

NOTE:

Payment will be made as per actuals

SIGNATURE  
DESIGNATION  
COMPANY NAME

Superintending Engineer/  
Tirunelveli Generation Circle /  
TANGEDCO/Tirunelveli

**Schedule- B****SPECIFICATION NO.SE/GC/TIN/C17/2021-22****DEVIATION FROM TECHNICAL SPECIFICATION**

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

SECTION NO.	CLAUSE NO.	DEVIATION

The Tenderer hereby certifies that the above-mentioned are the only deviations from the Technical Specification and the tender conforms to the specification in all other respects.

COMPANY SEAL:

SIGNATURE :

DATE:

DESIGNATION :

COMPANY :

**SCHEDULE – C**  
**SPECIFICATION NO. SE/GC/TIN/C17/2021-22**  
**DEVIATION FROM COMMERCIAL SPECIFICATION**

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

<b>SECTION NO</b>	<b>CLAUSE NO</b>	<b>DEVIATION</b>

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

COMPANY SEAL

DATE

SIGNATURE

DESIGNATION

COMPANY NAME

**SCHEDULE –D****STATEMENT OF WORK ORDERS EXECUTED/ UNDER EXECUTION DURING  
THE PAST TEN YEARS AS ON DATE OF TENDR OPENING**

Sl No	Name & Address of the Organization incl. other SEBs	Name of the material/works	P.O./ WCT No. & Date	Qty	Value of order in Rs. Lakhs FOR (D) Price **	Schedule date of completion of Order	Actual date of Completion of Order	Whether PO Copy is Enclosed (Yes/ No)	Whether End User Certificate Copy is Enclosed (Yes/ No)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		
** Split up details such as Ex-works Price, F&I and GST FOR (D) per each may be enclosed separately.									

NOTE:

1) Copies of orders received shall be enclosed.

COMPANY SEAL

DATE

SIGNATURE

DESIGNATION

COMPANY NAME

**SCHEDULE – E**  
**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**  
**DECLARATION FORM**  
**SPECIFICATION NO. SE/GC/TIN/C17/2021-22**

To  
 The Superintending Engineer/  
 Tirunelveli Generation Circle /  
 TANGEDCO/  
 Sivanthipatti Road,  
 Maharaja Nagar,  
 Tirunelveli – 627011

Dear Sir,

1. Having examined the above specification together with the accompanying schedules etc., we hereby offer to execute 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 schedules attached to the specification.

3. In accordance with security deposit cum performance guarantee clause, Section-V, of the specification we agree to furnish security deposit cum performance guarantee to the extent of 5% of the total value of the contract/ retain 5% payment till the expiry of guarantee period.

4. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

PLACE :  
 DATE :  
 COMPANY SEAL :

SIGNATURE :  
 DESIGNATION :  
 COMPANY :

**SCHEDULE-F**  
**DECLARATION FORM**

**To be signed with company seal on letter head and uploaded in the technical Bid**

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head) Date:

To,

-----

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:-----Name of Tender/Work

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

-----

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

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.

Yours Faithfully,  
(Signature of the bidder, with official Seal)



**SCHEDULE – G**  
**QUESTIONNAIRE-A**  
**CHECK LIST FOR BID QUALIFICATION**  
**(TO BE KEPT IN THE ENVELOPE-A“COMMERCIAL AND TECHNICAL BID”)**

S.No.	Particulars	Bidder's Response.
01	Name and Address of the Firm/Company.	
02	Address of the Registered office, Phone Nos. etc.,	
03	Address of the Factory/Works, Phone Nos. etc.,	
04	Fax No. for correspondence and E-Mail address.	
05(a)	Confirm whether the tenderer has previous experience in carrying out the tendered work as a single contract for a value of <b>Rs. 2.70 lakhs</b> and above in any State Electricity Boards or PSUs or Govt. of India or state government organization or Undertaking of Central Govt. or State Govt. during the preceding five years as on the date of tender opening.	Yes/No
(b)	If yes, whether attested documentary evidence is enclosed as per BQR condition.	
(c)	If so, list the documentary evidence.	
06	Whether the bidder is old supplier/contractor to TANGEDCO.	Yes/No
07	Whether the attested copies of orders executed to Power Utilities in State or Central Sector/Public Sector Undertakings/any Govt. Organizations/Govt. undertakings enclosed.	Yes/No
08	Whether attested copies of performance certificates from the end users enclosed.	Yes/No
09	Annual Turnover of the Bidder for the preceding three years. 2018 – 2019, 2019-2020, 2020-2021	
10(a)	Whether attested copies of the documentary evidence produced for the annual turnover.	Yes/No
(b)	If so, whether certificate from auditor furnished or copies of audited annual statement of accounts furnished, duly attested ones.	

**UNDERTAKING**

I , \_\_\_\_\_ Sole Proprietor / Partner of M/s. \_\_\_\_\_ give undertaking that details given in the above QUESTIONNAIRE-A are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms & conditions.

Date :

Place :

SIGNATURE OF THE TENDERER

NAME

STATUS IN THE COMPANY

(AFFIX SEAL OF THE COMPANY)

**QUESTIONNAIRE-B****CHECK LIST FOR COMMERCIAL TERMS****(TO BE KEPT IN THE ENVELOPE- A"COMMERCIAL AND TECHNICAL BID")**

S.No.	Particulars	Bidder's Response.
01	<b>EARNEST MONEY DEPOSIT:</b>	
(i)	Amount.- i	Rs.
(ii)	Mode of payment.	NEFT/RTGS/ by way of Account transfer or Bank Guarantee as per ANNEXURE - VI
(iii)	If exempted state whether the bidder is.	SSI unit of Tamil Nadu/SSI unit registered with NSIC/Unit of Government of Tamil Nadu.
(iv)	If SSI unit state whether copy of duly attested permanent Registration Certificate enclosed.	Yes/No
(v)	Whether the material tendered is included in the certificate.	Yes/No.
(vi)	Validity of the permanent registration certificate.	Yes/No
02	Whether the offer is valid for a period of 180 (One hundred and eighty) days from the date of opening of commercial/ Technical bids.	Yes/No
03	PRICE:	
i)	Whether quoted firm price valid for the entire contract period.	Yes/No
ii)	Whether the quoted price contain the following breakup price.	Yes/No
a)	Unit ex-works price.	Yes/No
b)	Unit Freight and Insurance charges, P & F Charges	Yes/No
c)	Unit GST applicable (Percentage and amount).	Yes/No
iii)	Confirm that the price quoted is after taking into account of the ITC benefit.	Yes/No
iv)	Whether the tenderer is agreeable in case of delayed delivery, the GST prevailing on the date of actual delivery or the GST applicable on the date of contractual delivery date whichever less shall only be payable.	Yes/No
v)	Confirm that Freight and Insurance charges quoted are applicable for delivery to any of the TANGEDCO stores in Tamil Nadu including the unloading by the supplier.	Yes/No
04	Whether the tenderer is agreeable for the	

	following clauses specified under Section-V of the Specification.	
i)	Payment terms (Clause-4.0 )	Yes/No
ii)	Security Deposit (Clause-5.0 )	Yes/No
iii)	Completion Period (Clause-7.0 )	Yes/No
iv)	Liquidated Damages (Clause-10.0)	Yes/No
v)	Guarantee	Yes/No
vi)	Jurisdiction for legal proceedings (Clause-18.0)	Yes/No
05	Whether tenderers furnished their permanent Account Number (PAN) and GSTIN in their offer.	PAN No.  GSTIN No.
06(i)	Whether the tenderer has accepted all the commercial terms of specification of TANGEDCO.	Yes/No.
(ii)	If not, give details of commercial deviation in the deviation schedule C.	

### **UNDERTAKING**

I ,                      Sole Proprietor / Partner of M/s.                      give undertaking that details given in the above QUESTIONNAIRE-B are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms & conditions.

Date :

SIGNATURE OF THE TENDERER

Place :

NAME

STATUS IN THE COMPANY  
(AFFIX SEAL OF THE COMPANY)

**QUESTIONNAIRE-C****CHECK LIST FOR TECHNICAL TERMS****(TO BE KEPT IN THE ENVELOPE – A “COMMERCIAL AND TECHNICAL  
BID”)**

S.No.	Particulars	Bidder's Response.
01(i)	Whether the equipment / material offered is exactly as per technical specification of TANGEDCO.	Yes/No.
(ii)	If not, give details of technical deviation in the deviation schedule B.	

**UNDERTAKING**

I ,                      Sole Proprietor / Partner of M/s.                      give undertaking that details given in the above QUESTIONNAIRE-C are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms & conditions.

Date :

SIGNATURE OF THE TENDERER

Place :

NAME

STATUS IN THE COMPANY  
(AFFIX SEAL OF THE COMPANY)

**ANNEXURE - I****SPECIFICATION NO. SE/GC/TIN/C17/2021-22**

GUARANTEE IN RESPECT OF SECURITY DEPOSIT CUM PERFORMANCE OF MATERIALS / EQUIPMENTS / WORKS PAYABLE BY THE TENDERER STAMP PAPER VALUE RS.100/-

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

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

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

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

AND WHEREAS the Purchaser has agreed to accept the Bank Guarantee from a Scheduled Bank towards Security Deposit cum performance Guarantee for a sum equivalent to 5% (Five percent) of the value of the contract for the satisfactory performance of the contract:

AND WHEREAS the Bank has, at the request of the Contractor, agreed to Guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions contained in WCT. No. . . . .

**NOW THE DEED WITNESSESS AS FOLLOWS:-**

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

PROVIDED that the liability of the Bank under this Deed shall not at any time exceed the said Guaranteed amount of Rs.. . . . /- (Rupees . . . . . only).

PROVIDED further that the Guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and a certificate to that effect is issued by the purchaser;

2) The Bank further undertakes to indemnify the purchaser against any loss or damage that may be caused or suffered by the Purchaser by reason of any breach of the terms and conditions in the said PO. . . . .

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

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

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

6) The Expressions "Bank", "Purchaser" and "Contractor" herein before used shall include their respective successors and assigns:

Notwithstanding anything contained herein:

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

IN WITNESS WHEREOF Thiru. . . . . and on behalf of the bank has signed this Deed on the day, month and year first above written.

IN THE PRESENCE OF WITNESSES.

- 1.
- 2.

**ANNEXURE - II****SPECIFICATION NO. . SE/GC/TIN/C17/2021-22****UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS**

***(To be furnished in non-judicial stamp paper of value not less than Rs.100/-)***

This Undertaking executed at ..... on this ..... (date) ..... Month Two Thousand .....by 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 TANGEDCO, a statutory authority created under the powers vested with the Electricity Act 2003, having its registered office at 144, Anna Salai, NPKRR Maaligai, Chennai – 600002, hereinafter called the Purchaser (which expression shall where the context admits mean and include its successors in office and assigns ).

**WHEREAS** the contract is for the supply of.....in terms of the W.C.T. No. .... date .....

**AND WHEREAS** in accordance with Clause .....of the above said WCT Certain terms were stipulated for the above supply.

**AND WHEREAS** in accordance with clause ..... of the above mentioned Works Contract 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 City Civil Court of Chennai or other Court of small causes, at Chennai.

In consideration of the TANGEDCO having agreed to accept the Undertaking from the contractor, undertakes that no suit or proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than in the City Civil Court of Chennai or other Court of small causes, at Chennai.

It is also agreed that no other court shall have jurisdiction to any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of the action arises within the jurisdiction of any of 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 might arise within the jurisdiction of such courts.

**IN WITNESS WHEREOF THIRU**..... of the contractor hereby puts his hand and seal for due observance of the Undertaking in the presence of the following witnesses.

**SIGNATURE WITH SEAL****WITNESSES:**

(Signature with Name and Address)

- 1.
- 2.

### **ANNEXURE -III**

ITC Undertaking to be submitted by the L1 bidder in non-judicial stamp paper of value not less than Rs.100/-

To  
 Superintending Engineer/  
 Tirunelveli Generation Circle /  
 TANGEDCO/  
 Sivanthipatti Road, Maharaja Nagar,  
 Tirunelveli-627011.

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 registered vendor under composite scheme having GSTIN \_\_\_\_\_.

We are aware that as per sec 171 of CGST Act(ie.ITC benefit), 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 quoted 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



**ANNEXURE - IV****SPECIFICATION NO. . SE/GC/TIN/C17/2021-22****UNDERTAKING FOR PAYMENT OF DUES TO TANGEDCO**

***(To be furnished in non-judicial stamp paper of value not less than Rs.100/-)***

THIS DEED OF UNDERTAKING executed at . . . . .on this the . . . . . day of  
Two thousand and -----

THE ----- By messers.

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

**TO AND IN FAVOUR OF**

The TANGEDCO is a company registered under companies Act, 1956 having its office at NPKRR Maaligai, 144, Anna salai, Electricity Avenue, Chennai- 600 002, hereinafter called the "Corporation" (which expression shall where the context so admits mean and include the successors- in- office and assigns).

WHEREAS the corporation has called for an undertaking from the Tenderer empowering the Corporation to recover the dues if any.

NOW THIS UNDERTAKING WITNESSETH the corporation is empowered to recover any dues against this contract in any bills/security deposit/E.M.D due to the Tenderer either in this contract or any other contracts with the Corporation. Further, the Tenderer hereby authorises the Corporation to recovery, any dues against any other contract of the Tenderer with the Corporation with the available amount due to the Tenderer against this contract.

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

- COMPANY SEAL-

SIGNATURE OF THE TENDERER

NAME :

DESIGNATION:

**ANNEXURE-V**  
**DRAFT UNDERTAKING**

**(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 the 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 there is any shortfall of discharging the EPF & ESI obligations on our part(contractor) at later date, TANGEDCO shall not be responsible for the consequent Legal/Financial obligations.

Authorised Signatory  
(Contractor)  
With Seal

Date :

Place :

**ANNEXURE-VI**  
**SPECIFICATION NO.- . SE/GC/TIN/C17/2021-22**  
**BANK GUARANTEE IN RESPECT OF EARNEST MONEY DEPOSIT PAYABLE**  
**BY**  
**THE TENDERER IN STAMP PAPER OF VALUE RS.100/-**

BANK GUARANTEE NO.: .....

DATE: .....

TO:

THE CHIEF ENGINEER/HYDRO,  
TAMILNADU GENERATION & DISTRIBUTION  
CORPORATION LTD. (TANGEDCO),  
5th FLOOR, EASTERN WING, NPKRR MAALIGAI,  
144, ANNASALAI, CHENNAI - 600002  
TAMIL NADU, INDIA.

DEAR SIR,

IN ACCORDANCE WITH INVITATION FOR BIDS UNDER TENDER SPECIFICATION NO. - \_\_\_\_\_ ISSUED BY TAMILNADU GENERATION & DISTRIBUTION CORPORATION LTD. (TANGEDCO), Company's Name HAVING ITS REGISTERED OFFICE AT Company's address (HEREINAFTER CALLED THE 'BIDDER') WISH TO PARTICIPATE IN THE SAID BID FOR SUPPLY/WORK \_\_\_\_\_.

AS AN IRREVOCABLE BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT FOR AN AMOUNT OF Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ Only) VALID FOR ONE YEAR FROM \_\_\_\_\_ TILL \_\_\_\_\_ REQUIRED TO BE SUBMITTED BY THE BIDDER AS A CONDITION PRECEDENT FOR PARTICIPATION IN THE SAID BID WHICH AMOUNT IS LIABLE TO BE FORFEITED ON THE HAPPENING OF ANY CONTINGENCIES MENTIONED IN THE TENDER SPECIFICATION NO. \_\_\_\_\_ ISSUED BY TAMILNADU GENERATION & DISTRIBUTION CORPORATION LTD (TANGEDCO).

WE, THE ..... (BANK NAME).....

HAVING OUR REGISTERED OFFICE AT .....  
.....

..... GUARANTEE & UNDERTAKE TO PAY IMMEDIATELY ON DEMAND BY TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LTD. (TANGEDCO) HAVING ITS OFFICE AT 5th FLOOR, EASTERN WING NPKRR MAALIGAI, 144, ANNASALAI, CHENNAI - 600002, TAMIL NADU, INDIA REPRESENTED BY THE CHIEF ENGINEER/HYDRO, THE AMOUNT OF \_\_\_\_\_ (Rupees \_\_\_\_\_ only) WITHOUT ANY RESERVATION, PROTEST, DEMAND AND RECOURSE. ANY SUCH DEMAND MADE BY THE TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LTD. (TANGEDCO) SHALL BE CONCLUSIVE AND BINDING ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE MADE BY THE BIDDER.

THIS GUARANTEE SHALL BE IRREVOCABLE AND SHALL REMAIN VALID UP TO \_\_\_\_\_. IF ANY FURTHER EXTENSION OF THIS BANK GUARANTEE IS REQUIRED, THE SAME SHALL BE EXTENDED TO SUCH REQUIRED PERIOD ON RECEIVING INSTRUCTIONS FROM Company's name \_\_\_\_\_ ON WHOSE BEHALF THIS BANK GUARANTEE IS ISSUED.

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CLAIMS IF ANY, MUST BE RECEIVED IN WRITING AND DELIVERED TO THE BANK'S OFFICE AT

..... ON OR BEFORE CLOSE OF BANKING HOURS ON \_\_\_\_\_.

UPON EXPIRATION OF THE SAID VALIDITY, THIS GUARANTEE BECOMES NULL AND VOID IRRESPECTIVE OF WHETHER OR NOT IT IS RETURNED TO US FOR CANCELLATION.

THIS BID SECURITY SHALL BE GOVERNED BY THE LAWS OF INDIA.

THIS BANK GUARANTEE IS SUBJECT TO THE JURISDICTION OF COURTS IN INDIA.

THIS BANK GUARANTEE IS NOT TRANSFERABLE OR ASSIGNABLE.

THE BANK GUARANTEE IS SUBJECT TO UNIFORM RULES FOR DEMAND GUARANTEES, ICC PUBLICATION NO.758.

IN WITNESS WHEREOF THE BANK, THROUGH ITS AUTHORISED OFFICER, HAS SET ITS HAND AND STAMP ON THIS \_\_\_\_\_ AT CHENNAI, TAMIL NADU, INDIA.

YOURS FAITHFULLY,

FOR ..... BANK FOR ..... BANK

SIGNATURE \_\_\_\_\_

NAME: .....

DESIGNATION: .....

EMPLOYEE NO.: .....

BANK'S STAMP: .....

SIGNATURE \_\_\_\_\_

NAME: .....

DESIGNATION: .....

EMPLOYEE NO.: .....

BANK'S STAMP: .....

DATE: DATE:

