

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

TUTICORIN THERMAL POWER STATION

SPECIFICATION FOR THE WORK OF

Name of Work:- TANGEDCO – TTPS – CMD – II - Ash Dyke – Protection of Ash Dyke in ash bund area for Units IV & V and also regulating the flow in the existing spillway for the period from 08.04.2022 to 30.09.2022.

(SPECN NO: CE/SE/CIVIL/TTPS/13/2022 - 2023)

THROUGH e-TENDERING.

(Through NIC Platform)

OFFICE OF THE CHIEF ENGINEER,

TTPS/TUTICORIN-628 004

Service Provider: NIC Limited, Chennai

Website for online bid submission: <https://tntenders.gov.in/nicgep/app>

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD
TUTICORIN THERMAL POWER STATION
NOTICE INVITING TENDER THROUGH E-TENDER.

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|-----|---|--|
| 1 | Tender Specification No. | CE/SE /C /TTPS/13/2022 – 2023. |
| 2 | Name of the work | TANGEDCO – TTPS – CMD – II - Ash Dyke – Protection of Ash Dyke in ash bund area for Units IV & V and also regulating the flow in the existing spillway for the period from 08.04.2022 to 30.09.2022. |
| 3 | Description of Work & Quantity | As per Schedule |
| 4 | Method of Tender | Open e - Tender System - (Online :-Part I - Techno-Commercial Bid and Part II - Price Bid) Submission of Offer through web-site: https://tntenders.gov.in/nicgep/app NIC of NIC Ltd. |
| 5 a | Earnest money Deposit (EMD) to be paid | Rs.17,900/- (Rupees Seventeen Thousand and Nine Hundred only) To TANGEDCO's Account Account No:8501201000256 Name of Bank : Canara Bank., TTPS Branch, TUTICORIN-4 IFSC Code:CNRB0008501 |
| 5b | Permanent EMD (I) Rs.10,00,000/- (II) Rs.20,00,000/- (III) Rs.50,00,000/- | Tender Value Up to Rs.10,00,00,000/- Up to Rs.50,00,00,000/- All tenders exceeding Rs.50,00,00,000/- |
| 6 | URL for online bid submission for e-tender | https://tntenders.gov.in/nicgep/app |
| 7 | Date of commencement for view of Tender. | 22.03.2022. |
| 8 | Last date and time for submission of EMD | Before 12.00 hrs on 04.04.2022. (The EMD amount has to be received in TNEB/TANGEDCO account through e-payment, by 24hours before closing time of tender) |
| 9 | Date and time of closing of online e-tender for submission of Techno Commercial Bid & Price Bid | 04.04.2022 @ 14:00 PM |
| 10 | Date & time of opening of tender electronically | 05.04.2022 @ 14:30 PM |

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| 11 | Specification available at website: | The tender specification will be placed at (i) TANGEDCO website (www.tangedco.gov.in) and (ii) https://tntenders.gov.in/nicgep/app of NIC Ltd. The Prospective bidders may download the same. |
| 12 | Documents to be uploaded by the Tenderer during e-submission through https://tntenders.gov.in/nicgep/app of NIC Ltd | <ol style="list-style-type: none"> 1. Scanned copy of e-receipt for EMD 2. SCHEDULE 3. Proof for BQR 4. SPECIAL CONDITIONS 5. GENERAL condition and other documents whichever is applicable |
| 13 | Contact Address for any Clarification. | Superintending Engineer /Civil Tuticorin Thermal Power Station, TUTICORIN – 628 004 Ph.No. 0461-2352468 Email ID : secttps@tnebnet.org |
| 14 | Place at which tenders will be opened | Office of the Superintending Engineer / Civil, Tuticorin Thermal Power Station, TUTICORIN – 628 004 |

**CHIEF ENGINEER,
TTPS/ TUTICORIN – 04.**

INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER

- 1.0 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.
- 2.0 **Registration**
- 2.1 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.
- 2.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 The URL for online bid submission in e-tender is <https://tntenders.gov.in/nicgep/app>

3.0 Contact persons:

For queries related to registration and online bidding (NIC):

e-mail : support.etender@nic.in
Contact No. : 044 – 24466495
24902580 Extn:332
24917850

4.0 System Requirement:

- i. Operating System: Windows XP-SP3 & above
- ii. Internet browser: IE7 and above.
- iii. Signing type: Digital Signature (class III)
- iv. JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level. For detailed guidance about browser and Java configuration the bidders are advised to go through the video guide available under "Bidders Manual Kit" at "<https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>"

5.0 Searching for Tender Document:

- 5.0 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.

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.

- 5.1 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.

6.0 Preparation Of Bids

- 6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 6.2 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.
- 6.0 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.** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. **One hard copy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TANGEDCO after opening of the e-tender.**
- 6.3 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.
- 6.4 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.

7.0 Electronic Submission Of Bids:

The bidder shall submit online the requirements under 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:

- 7.1 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.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.3 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.
- 7.4 The scanned copy of payment made through RTGS/NEFT towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 7.5 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 coloured (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.
- 7.6 **The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
- 7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- 7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.9 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.
- 7.10 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.

- 7.11 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 Bid:

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

8.0 Modification and withdrawal of bids:

- 9.1 Bidders may modify their bids online before the deadline for submission of bids.
- 9.2 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.
- 9.3 No bid may be modified after the deadline for submission of Bids.

9.0 ASSISTANCE TO BIDDERS:

- 10.1 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.
- 10.2 Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

11. Bidding Process:

The entire bidding process is divided into two stages (Stage-I and Stage-II) and will be through e-tender.

12. Process of e-tender:

The e-tender shall have two parts – Techno-Commercial Bid (**Part 1**) and Price Bid (**Part 2**).

The bidder must fill up both the Part 1 and Part 2 of e-tender and upload all necessary documents before making final submission. During tender opening, the Techno-Commercial bids (Part-1) will be opened electronically on specified date and time as given in the tender document. The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders.

13. Opening of price bids of e-tender:

Price bids (Part-2) of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically **by the nominated members** on the same day itself.

The bidder should note that only a file which is “attached” with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made Final Submission. Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final Submission will be treated as non-submission of bid in e-tender.

Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only)

Bidders are advised to see the web site regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said tender after downloading the tender document. **There possibility of downloading the related corrigendum, if any, will be that of the bidders.**

E-tender cannot be accessed after the due date and time for bid submission.

14. Bidding in e-tender:

- a) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- b) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- c) TANGEDCO reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
- d) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- e) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- f) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIT.
- g) No deviation to the technical and commercial terms & conditions are allowed.

SECTION - I

EARNEST MONEY DEPOSIT

1. Tenderer should pay the specified amount towards Earnest Money Deposit for the above tender.
2. The Earnest Money Deposit paid should be in the form of NEFT/RTGS as mentioned above in 5(a) of Foreword for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in TNEB/TANGEDCO account **through e payment, 2 hours before closing time of tender**. **EMD amount received beyond tender closing time will be summarily rejected.**
3. **Any other mode of payment of EMD other than NEFT/RTGS shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.**
 - i) Tenders who are exempted from payment of Earnest Money Deposit should furnish an undertaking on a non-judicial stamp paper of value Rs.80/- (Rupees Eighty only) to pay as penalty an amount equivalent to EMD or an amount equal to the actual loss incurred, whichever is less, in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, consequent on such breach of contract.
 - ii) Proof for exemption from payment of Earnest Money Deposit shall be furnished.
 - iii) The tenders received without EMD / Proof for exemption will be rejected.
 - iv) The EMD will be refunded to the unsuccessful tenderers on application after intimation of rejection of tender is sent. The amount will not carry any interest.
 - v) The EMD is liable to be forfeited, if the tenderer withdraws his tender after acceptance of his tender or violate any of the tender condition.
 - vi) The EMD of successful tenderer will be adjusted towards SD.
 - vii) The EMD will not carry any interest.
 - viii) Those tenderers **who are exempted from payment of EMD shall upload in lieu of EMD an undertaking in a non-judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only)** in the form as per enclosure, to the effect to pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.
4. **Conditions for Liable for rejection of bids:**
 - a. Tenders received without this undertaking will be disqualified.
 - b. Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.
 - c. Signature of witnesses should be affixed at the end of undertaking along with details of name and address.
5. 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.
 - ii) The proof of exemption of EMD with an undertaking in lieu of EMD
6. **The Earnest Money Deposit made by 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) he violates any of the provisions of these regulations contained herein.
- (d) he revises any of the terms quoted during the validity period.
- (e) in the event of 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.

7. REJECTION OF TENDERS :

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

- a) The EMD requirements are not complied with.
- b) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
- c) Not satisfying any one of the Bid Qualification Requirement as stipulated.

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

- a) Not covering the entire scope of Work.
- b) With validity period less than that stipulated in this specification.
- c) Not in conformity with TANGEDCO's Commercial terms and Technical Specifications
- d) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
- e) From any black listed Firm or Contractor.
- f) From a tenderer whose past performance / Vendor rating is not satisfactory
- g) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.

8. TENDER EVALUATION:

The L1 rate shall be arrived on the total price offered as the tendered works are considered as a single package.

T.Nadu Transparency in Tenders Act 1998 and the T.Nadu Transparency in Tender Rules 2000 & subsequent amendments thereof are applicable to this Tender.

• SUBMISSION OF TENDER OFFER:

- a) The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.
- b) The Tender Offer 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.

2. MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

- i) 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 .
- ii) In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Superintending Engineer/C / TTPS will clarify the same.
- iii) If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer / C / TTPS on the clarifications will be final and binding on the Tender.
- iv) All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- v) 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.

3. **TENDER OPENING :**

a. **OPENING OF COMMERCIAL & TECHNICAL BIDS (PART-I):**

The Tender offers will be opened electronically at 14.30Hrs. on the date notified at the Office of the Superintending Engineer/CIVIL/TTPS/Tuticorin-04 through <https://tntenders.gov.in/nicgep/app> in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

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

Price bids (Part-2) of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically **by the nominated members** on the same day itself.

4. **If the Due date of opening is declared as a holiday, the tender will be opened on the next working day at 14: 30 hrs**

TANGEDCO LTD
TUTICORIN THERMAL POWER STATION
Specn No: CE/SE/C/TTPS/13/2022 - 2023.

Name of work: **TANGEDCO – TTPS – CMD – II - Ash Dyke – Protection of Ash Dyke in ash bund area for Units IV & V and also regulating the flow in the existing spillway for the period from 08.04.2022 to 30.09.2022.**

BID QUALIFICATION REQUIREMENT

1. The Tenderer should have previous experience in execution of similar type of works in a single contract for a value not less than `**4.47 Lakhs** in any Thermal Power station of State/ Central Govt. Department/ PSU in India.
2. The tenderer should have the annual turnover of not less than `**4.47 Lakhs** in any one of the following financial years i.e. 2017-2018, 2018-2019 & 2019-2020. However, evidence for all the above three financial years should be obtained from a Chartered Accountant or TDS (Tax Deduction at Sources in Form – 16 A issued by TTPS) shall be scanned and uploaded as documentary proof to ensure the turnover criteria.
3. The tenderer who are having separate ESI code and EPF code only are eligible to participate in the tender.
1. Documentary evidence in support of all the above requirements attested by a Gazetted officer or Notary public shall necessarily be Scanned and Uploaded during e-submission in **<https://tntenders.gov.in/nicgep/app>** along with the offer. In the absence of attested supporting documents the offer will be rejected.

Note:

The required BQR evidences shall be furnished along with the tender. Otherwise the offer will be summarily rejected.

**CHIEF ENGINEER,
TTPS/TUTICORIN – 04.**

SPECN.NO.13/CE/SE/Civil/TTPS/2022 - 2023.

SCHEDULE

NAME OF WORK: TANGEDCO – TTPS – CMD – II - Ash Dyke – Protection of Ash Dyke in ash bund area for Units IV & V and also regulating the flow in the existing spillway for the period from 08.04.2022 to 30.09.2022.

| Sl. No | Qty. | | Description of Work | Unit | Rate in figures and in words. |
|---------------|-------------|-----|---|-------------------------------|--------------------------------------|
| 1 | 352.00 | Opn | Providing rebuilding and raising of ring bunds on rear and sides of discharge trays of units 4 & 5 (ash pipe discharge outlet end) and extending ring bund as and when required by using local ash filled polythene bags and also clearing the ash deposits in front of trays to facilitate / regulate free flow of ash slurry daily. The rate includes all labour, tools and plants, etc. complete but excluding the cost of empty polythene bags. | 1 Opn (One operation only) | |
| 2 | 176.00 | Opn | Regulating ash slurry discharge through spillway portion by providing coal stones or mill reject filled polythene bags to regulate the flow of clear water by raising / strengthening and also to watch around the inner bunds and to attend the rectification if any by providing temporary raising of bunds using ash filled polythene bags wherever required and providing protection of ash dyke roads including cost of all tools & plants, labour, etc. complete. but excluding the cost of polythene bags. | 1 Opn (One operation only) | |
| 3 | 7000.00 | Nos | Supplying and providing second hand empty polythene cement bags of approximate size 50cm x80cm to hold capacity of 50kg (thread removed condition at top and should not be in teared condition in any direction) for the ash dyke maintenance works rate including cost of materials, labour, lead, lift etc., complete. | 1 No (One Number only) | |

(Items Three only)

Note :

1. ESI & EPF charges will be extra as applicable.
2. GST extra as applicable against documentary evidence.
3. The offer is valid for 120 days from the date of tender opening.

I agree to abide by the terms and conditions of the above specification.

Signature of the Contractor
Name and Address

SPECIAL CONDITIONS

1. The works should be carried out as per the instructions of the Board Engineer.
2. The tenderer should make his own arrangements for engaging skilled labourers.
3. The tenderer and his work men should abide by the TTPS security rules and regulations.
4. The tenderer should adopt safety precautions and engage their workmen as per safety rules.
5. The Work should be completed within a period **for the period from 08.04.2022 to 30.09.2022** and handed over to TANGEDCO in Complete shape.
6. The contractor should arrange the entry pass for the workmen to enter TTPS premises at his own cost and also the materials should be routed through gate entry pass /TTPS.
7. 95% payment will be made on part bills for the completed works and the balance 5% will be paid after expiry of guarantee period.
8. The contractor must provide workers regularly to execute the works and they must report to the Engineer concerned regularly.
9. If any Quantity of operation is found left out in a day, it will be carried out by engaging other source and the proportionate amount will be deducted from the bill of contractor. If the fault occurs for more than 3 times, the contract will be terminated without issuing further notice and the poor performance will be noted.
10. The workmen deployed for the work shall have no lien or claim for permanency for the jobs for which they are deployed.
11. The contract work will be terminated at any time due to Administrative reasons and according to site condition without issuing prior notice.
12. The workmen of the contractor will have to carry out, any other type of work in other areas, as directed by the Engineer in charge.
13. The contractor shall indemnify TANGEDCO against all actions, suits, claims, compensation towards accidents/death, cost of Expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/and to undertake steps properly to insure against any claims there under.
14. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TNF Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of TTPS is charged by the officials of the factories inspectorate with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the manager of TTPS will be discharged from liability under this Act, in respect of such offence.
15. If your performance is not satisfactory, this order/ Agreement is liable to be terminated and also Board reserves the right to terminate or short close the tender/ Agreement/ Work without assigning any reasons by giving One Week Notice.
16. **COMPLIANCE OF ESI ACT 1948**
 - a) The contractor who takes 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
- i) 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

| Sl. No | IP. No | IP. Name | No. of days | Wages | IP Contributions |
|--------|--------|----------|-------------|-------|------------------|
|--------|--------|----------|-------------|-------|------------------|

- d) All the documents should duly signed with seal by the contractor.

17. **Compliance of EPF& MP Act, 1952**

- a) The Contractor who take up works contract for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act
- b) The Contractor should have a separate EPF main code number
- c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer’s and Employee’s contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- d) The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act.
- e) The Contractor should produce the proof of payment of contribution – both Employer’s and Employee’s contributions made to EPF Organization in order to claim the Bills for the respective works

- f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work
- g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TANGEDCO/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO/TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO/TANTRANSCO
- h) 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
- i) EPF Documents to be Produced for Claiming Bills: -
 - a) The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.
 - b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)
 - c) The combined Challan of Account No. 1,2,10,21 & 22 should be submitted
 - d) All the documents should duly signed with seal by the contractor.

18. 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.
19. The contractor should submit an Undertaking in a non-judicial Stamp paper to a value of Rs.80/- to the concerned Executive Engineer for the remittance of EPF & ESI, Employee and Employer contribution for this works while claiming the bill as per Annexure - B.
19. It shall be accepted as a condition of the contract that the payment of final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of the TANGEDCO from all further claims by the contractor under the contract.
20. The tenderer who is an Industrial Company, should state clearly whether the company is potentially sick Industrial Company or a sick Industrial company in terms of Section 23 or Section 15 of the sick Industrial companies (Special Provision) Act 1985. The tenderer should note that failure to furnish this information will make the tender liable for rejection.
21. The period of completion of work shall be reckoned from the date of taking over of the site/ equipment by the contractor unless specified in the special conditions / schedule of work.

**CHIEF ENGINEER,
TTPS/ TUTICORIN – 04.**

NOT TRANSFERABLE

TANGEDCO LTD

TUTICORIN THERMAL POWER STATION

Specn No: CE/SE/C/TTPS/ 13/ 2022 - 2023.

GENERAL CONDITIONS

1. For and on behalf of TANGEDCO, Tender offers will be opened electronically at **14.30Hrs** on the date notified i.e. on **05.04.2022** at the office of the Superintending Engineer / Civil / Tuticorin Thermal Power Station/ Tuticorin - 628004, through <https://tntenders.gov.in/nicgep/app> in the presence of tenderer's authorized representative, who are present on the date of opening.
2. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with a company partnership name by a member of the firm, who shall also sign his own name and company name and the address of each member of the firm shall be given. If the tender is made by a Corporation it shall be signed by a duly authorized officer, who shall produce satisfactory evidence for his authorization. Such tendering corporation may be required to furnish the proof of corporate existence, before the execution of agreement.
3. No late tender and those not in confirming with the prescribed forms, conditions, specification or without Earnest Money Deposit are entertainable.
4. **EARNEST MONEY DEPOSIT**
 - a. Tenderer should pay the specified amount towards Earnest Money Deposit.
 - b. Earnest Money Deposit specified above should be in the form of **NEFT / RTGS**. Scanned copy of the E-receipt duly reflecting the **UTR Number** shall be uploaded. The EMD amount has to be received in TNEB / TANGEDCO account **through e payment, 2 hours before closing time of tender**). **EMD amount received beyond tender closing time will be summarily rejected.**
 - c. **NOTE:**
 - i) Tenderers who are exempted from payment of Earnest Money Deposit should furnish an undertaking on a non-judicial stamp paper of value Rs.80/- (Rupees Eighty only) to pay as penalty an amount equivalent to EMD or an amount equal to the actual loss incurred, whichever is less, in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, consequent on such breach of contract.
 - ii) Proof for exemption from payment of Earnest Money Deposit shall be furnished.

- iii) The tenders received without Earnest Money Deposit / Proof for exemption will be rejected.
- d. The Earnest Money Deposit will be retained in the case of successful tenderer / tenderers and will not carry any interest. It will be dealt with as provided in the tender. When the tender is accepted, the tenderer whose tender is under consideration shall be viewed with their Login, User ID & Password on the date fixed by E-Mail upon intimation to him. . In respect of the successful tenderer, the EMD remitted by him will be carried over as part of the Security Deposit payable by the tenderer and he will have to remit the balance Security Deposit in full.
- e. When the E-Tender is accepted, the tenderer will be intimated of the same. He shall forth with, upon intimation being given to him, by the Superintending Engineer, of acceptance of the tender shall execute necessary agreement in the prescribed form. The stamp duty payable to this agreement is of the value of Rs 20/-, which should be borne by the successful tenderer. The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfillment of the contract in the office of the Superintending Engineer concerned of the work. Failure to enter into the required agreement as defined in this paragraph shall entail for forfeiture of the Earnest Money Deposit paid.
- f. Tender will be **summarily rejected** if;
 - i. Not accompanied by the EMD (or) Proof of exemption from payment of EMD (or) an Undertaking in lieu of EMD (or) Proof of PEMD.
 - ii. Not satisfying the Bid Qualification Requirements.
- g. Tender is **liable to be rejected** if;
 - i. The tender is not in the prescribed form.
 - ii. Not accompanied by requisite EMD
 - iii. Not properly signed by the tenderer
 - iv. Not in conformity with the TANGEDCO,s's commercial terms and technical specifications.
 - v. Received from the tenderer who is directly or indirectly connected with Government service or TANGEDCO,s service or service of Local Authority.
 - vi. Received from the tenderer whose past performance/Vendor rating is not satisfactory
 - vii. Received from the Black listed firm or contractor.
 - viii. With validity period less than that specified in the specification.
 - ix. Incomplete and evasive offer.

The Earnest Money Deposit made by tenderer **will be forfeited** if,

- a. The tenderer withdraws his tender or backs out after acceptance of the tender or fails to remit the security deposit
- b. The tenderer 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 regulation contained herein.
- d. The tenderer revises any of the terms quoted during the validity period
- e. In the event of 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 black listing them for future tenders/contracts in Tamil Nadu Generation and Distribution Corporation Ltd.
- h. The EMD will not carry any interest.
- i. The EMD of the unsuccessful tenderers will be refunded on their application for refund after intimation is sent to them conveying the rejection of their offer.

5. In respect of the successful tenderer, the EMD remitted by him will be carried over as part of the Security Deposit payable by the tenderer and he will have to remit the balance Security Deposit in full.

(4-1) Government of India, Ministry of MSME, vide Notification No. S.O.2119 (E) dated.26.06.2020 has notified composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted to register the enterprises in "UDYAM REGISTRATION PORTAL" to obtain an e-certificate viz. Udyam Registration Certificate.

As per the Notification the enterprises are classified as:

- a) 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;
- b) 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
- c) 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.

Consequent to the above,

- While calculating the turnover of an enterprise whether micro, small or medium. Exports of goods or services or both, shall be excluded for the purpose of classification of units. Accordingly, a certificate from chartered Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover and the same should be uploaded along with the Bid.
- 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. Following to that, the investment value in Plant and Machinery for the purpose has to be

certified by the chartered Accountant and the same should be uploaded in the bid in case the bidder claims EMD Exemption.

Note:

- 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, 2021.
- iv) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.
- i) a. The following categories of industries are exempted from payment of Earnest Money Deposit.
 1. The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
 2. The Small Scale Industrial Units Registered with the National Small Industries Corporation.
 3. The SSI Units holding Acknowledgement issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/Acknowledgement has been issued.
 4. Departments of the Government of Tamil Nadu.
 5. Undertakings and Corporations owned by the Government of Tamil Nadu.
 6. Labour Contract Co-operative Societies.
 7. Tiny Industries classified under S.S.I. registered with the State of Tamil Nadu and registration certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu in respect of those items for which the Registration Certificate issued.Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation (NSIC) in respect of those items covered under Registration Certificate.
 8. UAM Submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI/MSME units while participating in TANGEDCO tenders.
 9. SSI/MSME Units registered under Udhayam Registration portal.b. SSI Units having provisional registration certificate are not eligible for exemption from payment of EMD.
- vii). Those tenderers who are exempted from payment of EMD shall furnish in lieu of EMD an Undertaking in a non-judicial Stamp Paper of value not less than Rs. 80/- (Rupees Eighty only) in the prescribed format as per Annexure-I to the effect to pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract.

The State Government, Public Sector Undertakings who are exempted from payment of EMD / Security Deposit should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.
- viii).(a)Tenders received without undertaking will be disqualified

The undertaking in Rs.80/- (or) above value Stamp paper in lieu of payment of EMD (as Per ANNEXURE-I) should properly be executed by incorporating the following details.

 - i) Specification No.
 - ii) EMD Amount
 - iii) Description of work
 - iv) Due date of Tender Opening.
 - v) The name of the executor of the Bond should be included in the last para of the bond.
 - vi) The executor should sign the undertaking with company seal

vii) Signature of witnesses should be affixed at the end of undertaking along with details of name and address.

viii) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.

(b) If the undertaking is not executed properly as above, the offer is LIABLE FOR REJECTION

ix). Small Scale Industries registered with the TamilNadu 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 District Industries center (DIC), for small scale industrial unit, UAM/UDYAM registered firms for subject services for which they are permitted to carryout and the period of validity of the certificate shall upload attested Photocopy of Registration Certificate/Acknowledgement as proof of eligibility for exemption from payment of EMD.

Further,

a. An attested copy of certificate from Chartered Accountant, along with the bid from the Bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover.

and

b. An attested copy of certificate from Chartered Accountant towards investment value in Plant and Machinery should be uploaded.

Note:

All documents uploaded as proof for exemption of payment of EMD should be attested by Notary Public or Gazetted Officer. If not, the offer will be liable for rejection.

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

NOTE:

a. In respect of labour Contract Co-Operative Societies, who are exempted from payment of EMD, only 90% of the bills are to be admitted initially and the balance 10% is to be paid after satisfactory completion of contract. Undertakings/ Corporations and Departments shall have to pay EMD and SD.

b. The tenderers other than foreign tenderers / SSI Units / State Government Public Sector Undertakings who are exempted from payment of EMD should furnish an undertaking on a non-judicial stamp paper of appropriate value to pay an amount equivalent to EMD in case of non-fulfilment of the conditions stipulated in the contract.

c. Exempted Tenderers are to produce copy to their Registration Certificate, attested by a Gazetted Officer / Notary Public, showing the services which, they are permitted to carryout and the PERIOD OF VALIDITY of CERTIFICATE.

d. Exemption of EMD is allowed to the units for those services carried out in their SSI units. If the tendered items are not on their service range, the tenderer cannot claim exemption from payment of EMD and such tenders will be rejected straight away.

e. Tenders accompanied by Part Earnest Money Deposit will not be considered

f. The successful tenderer in whose favour the order is issued, should on Demand to pay, in addition to EMD paid, the Security Deposit, if any called for by the TANGEDCO. If the successful tenderer either fails to remit this SD amount or backs out of his tender bid, the EMD remitted by him will be forfeited.

xi). 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.

a. The e-receipt of payment of EMD through NEFT/RTGS (or) by way of account transfer

or

b. The proof for exemption of payment of EMD with an undertaking (in Rs.80/- Stamp Paper) in lieu of payment of EMD along with attested copy of Chartered Accountant's Certificate for turnover and investment in plant and machinery.

- xii). The Earnest Money Deposit / Permanent EMD made by Tenderer will be forfeited after e-tender opening if:
- (b) He withdraws his tender or backs out after acceptance.
 - (c) he withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
 - (d) he violates any of the provisions of these regulations contained herein.
 - (e) he revises any of the terms quoted during the validity period.
 - (f) In the event of 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.
 - (g) The Earnest Money Deposit specified shall be paid in the form of NEFT/RTGS (or) by way of Account Transfer as mentioned in 5(a) of Foreword for the above amount. Scanned copy of the e-receipt duly reflecting the UTR Number shall be uploaded. In case, the EMD remittance through same Bank, a copy of Bank account scrolls of bidders duly exhibiting the transaction of EMD amount with details of name of the bank account number of the bidder and IFSC Code shall be uploaded so as to verify the credit of same in TANGEDCO bank account scrolls for ensuring the EMD compliance of bidders. The tenderers who are having valid Permanent EMD with TANGEDCO at Tuticorin Thermal Power Station or with TANGEDCO HQ at Chennai for an amount as mentioned below are exempted from payment of EMD and are eligible to participate in the Tender. **PEMD: Rs.20,00,000/- (In case of Tenderers not exceeding Rs.10 Crores in value) with TANGEDCO Head Quarters /TTPS** Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD deposited by them even for lesser quantity and value. If the tenderer desires to become a Permanent EMD holder, they are advised to deposit the required amount with the corporation at TTPS or at Head Quarters Chennai as Permanent EMD well in advance, obtain a certificate from the **Financial Controller/ TTPS** and submit the copy of the same along with the tender. The PEMD holder should submit a copy of the PEMD certificate issued by the corporation. The original PEMD certificate should be produced for verification on demand by the purchaser if warranted.

5.0) INCOME TAX CLEARANCE:

Income Tax payable on the contract amount at the appropriate rates levied from time to time will be deducted from and out of the payments to be made to the contractor in accordance with the provisions of Income Tax act 1961 as amended from time to time.

5-1) PAN Number:

The tenderer shall furnish his PAN number.

5-2) SALES TAX:

Sales Tax will be deducted from your running bill in accordance with Sales Tax Act 1959 as amended from time to time.

5.3) GSTIN NUMBER:

The Tenderer shall indicate GSTIN number of the firm with proof with the tender.

Goods and Services Tax: (GST)

The GST Details in respect of TTPS / TANGEDCO are as under:

| | |
|--|---|
| Billing Address | The Superintending Engineer / Purchase and Administration TTPS / Tuticorin |
| Provisional GSTIN Registration No. | 33AADCT4784E1ZC |
| ARN | AA330617106413K |
| Type of Customer | Company |
| Name & Address as Registered in GSTIN –Place of Business | Tamil Nadu Generation and Distribution Corporation Ltd, 144 Anna Salai, NPKRR Maaligai, Chennai-600002 |
| State of Registration of GSTIN | Tamil Nadu |

- 2.7. The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC)
- 2.8 In case of delayed delivery, the GST prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.
- 2.9 It is the responsibility of the tenderer to make sure about the correct rates of duty **leviable** on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.
- 2.10 Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.
- 2.11. In case of delayed delivery/delayed completion of Works, the GST prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is less will be admitted.

6-0) SPECIAL SAFETY CONDITIONS

- (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 such as ELCB/RLCB/RRB 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 lungies, 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.
 - (a) In case of any accidents/ injuries to the contract workers takes place due to non-supply (or) Non –ISI standard safety equipments or due to careless working or due to improper handling of the equipment/ tools the same shall be at the risk and cost of the contractor only. TTPS will not be responsible in any way either legally or financially to the same and the contractor will have to pay compensation to his laborers in such cases.
- 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.
- ix) 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.
- ix) 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.
- x) No paint lead or lead products shall be used except in the form of paste or readymade paint. 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.
- xi) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :–
 - (a) The load test certificate issued by the competent person should be produced to the concerned Field Engineer before commencement of work for contractors T&P like chain blocks, Wire ropes, slings and shackles.
 - (b) 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.
 - (c) 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.
- xii) 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 there of from the Contractor.

- xiii) 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.
- xiv) 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.
- xv) 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.
- xvi) 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.
- xvii) The Contractor is not exempted from the operation of any other Act or Rule in force.
- xviii) The contractor shall indemnify TANGEDCO against all actions, suit, claim, compensation towards accidents/ death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/ and to undertake steps properly to insure against any claims there under.
- xix) For any Safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TNF Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of TTPS is charged by the officials of the factories inspectorate with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the manager of TTPS will be discharged from liability under this Act, in respect of such offence.
- xx) The contractor is fully responsible for any compensation arising during execution of works and safety precautions have to be taken to avoid any accidents. In case of accidents the compensation have to be borne by the contractor. Deductions as necessary will be made the rules and regulations bill until the contractor arranges to settle the claim for accidents as per the rules and regulations of the workmen's compensation act.
- xxi) As per the safety regulations, domestic LPG should never be used in place of DA Gas. If domestic LPG usage has been found, the awarded work will be suspended and penalty of Rs.500/- will be recovered from the contractors bill and the contract is liable for cancellation. For lighting up gas cutting torches, the contractor should use only gas lighter and should not use unscientific methods or rope burning or wood burning or welding arc method. Back fire Arrester should be provided in the cutting set.

(6.10) FORCE MAJEURE

If at any time during the continuance of this contract, the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons of any war, hostilities, acts of public enmity, acts of civil Commotion, strikes, lock outs, sabotages, fire, floods, explosions, epidemics, warranting restrictions or other acts of Nature (hereinafter referred to as eventualities),

then provided notice of the happenings of any such eventuality is given by the Tenderer to the Owner within 15days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract nor shall have any claims for damages against the other in respect of such non-performance and deliveries under this contract shall be refunded as soon as possible after such eventuality has come to an end or exist.

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

7-0)EXECUTION OF AGREEMENT:

When the tender is accepted the tenderer will be intimated of the same. On intimation being given to him by the TANGEDCO of acceptance of his tender he shall attend this office for execution of necessary agreement in the prescribed form. The stamp duly payable for this agreement is of value of Rs.20/- which should be borne by the successful tenderer. The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfillment of the contract. Failure to enter into the required agreement as detailed in this paragraph shall entail forfeiture of the Earnest Money Deposit.

8-0)SECURITY DEPOSIT:

When a tender is accepted and intimation being given to him of acceptance of his tender by TANGEDCO he must pay Security Deposit at 5% of the value of contract including the EMD already paid in cash within 15 days from the date of receipt of order and produce the P.R. along with stamp paper. For works with value above Rs.10 lakhs, the Security Deposit can also be paid in the form of Bank Guarantee drawn from any one of the nationalized / scheduled bank only is acceptable.

- a) A deduction of 5% of the value of work done shall be made for purpose of additional Security from each intermediate bill to be paid until completion of the work.
- b) In the case of tenderers who are exempted from the payment of Security Deposit like public sector undertaking of the Government of TamilNadu and Central Government etc., an undertaking must be obtained before placing the order (including the undertaking already given for Earnest Money Deposit) agreeing to pay an amount not exceeding 5% of the value of the contract in case of any breach or violation of the Contract.
- c) The TANGEDCO Reserves the right to cancel the work on failure to furnish the Security Deposit within the prescribed time and the rights to levy of penal interest for delayed payment of S.D at the rate of 22% PA applicable shall be levied upto the date of receipt of Security Deposit.

(8-1) SECURITY DEPOSIT

When a tender is accepted and intimation being given to the tenderer of acceptance of the tender by TANGEDCO, the tenderer must furnish a Security Deposit for an amount equal to 5% value of contract including the amount remitted as EMD within 30 days from the date of receipt of order and in the event of failure to remit the security deposit within the prescribed period, EMD shall be forfeited and order be cancelled. The award may be made to L2 tender. The belated payment of security deposit shall be accepted here after. The security deposit will be collected in the form of electronic mode of payment or DD or Bank Cheque. The security deposit will not carry any interest. Demand Draft in favour of SE/P&A/TTPS payable at Tirunelveli only is acceptable. Security Deposit will be refunded only if the work is completed satisfactorily and after the final bill is audited by Audit. For reconditioning / repairing of equipments the Security Deposit will be refunded after the guarantee period.

9-0) The tenderer shall also go through the National Building Code, TNBP and I.S.S. and also standard preliminary conditions attached to the schedule of quantities and all other relevant documents before tendering rates for the work. The quantities given are approximate only with a view of enabling the tenderers to quote their rates for each class of work in the tender form.

10-0) MATERIALS:

The tenderers attention is directed to the requirements of materials under the clause materials and workmanship in the preliminary specification. Materials in conformity to the National building code and I.S.S. shall be used on the work and tenderer shall quote his rates accordingly.

11-0) INSPECTION OF SITE AND QUARRIES:

Every tenderer is expected before quoting his rates to inspect the site of the proposed work. Each tenderer should also inspect the quarries and satisfy him self about the quantity and availability of materials. No ambiguous clauses which may put the TANGEDCO to uncertain commitments will be entertained. The contractor should also inspect the route and mode of transport before tendering. No extra claim will be entertained if the contractor later represents that he has misjudged the quarries, routes and mode of transport etc.

In every cases the materials must comply with relevant standard specification samples of materials as called for in the standard specification, or in the tender notice or as required by the Superintending Engineer or Executive Engineer incharge of the work shall be got approved before supply at site of work.

The TANGEDCO will not however after acceptance of a contract rate pay any extra charge for lead and lift or for any reasons, in case the contractor is found later on misjudged the materials

available. Attention of the contractor is directed to the standard preliminary specification regarding of seignorage charges etc.

12-0) The tenderer particular attention is drawn to the section on clauses the standard preliminary specification of the PWD Tamil Nadu Building Practice (T.N.B.P) dealing with

- i) Test inspection and rejection of defective materials
- ii) Construction plant
- iii) Carriage
- iv) Water and lighting
- v) Accidents
- vi) Delays and
- vii) Particulars of payment

13-0) EMPLOYMENT FOR EXSERVICEMEN:

Attention of tender is invited to the PWD GO Ms. No. 2395; dt.13.9.1945 according to which the contractors engaged on TANGEDCO's works must offer employment to Ex-Servicemen as far as possible at local rates.

14-0) SCHEDULE OF QUANTITIES:

The contractor should closely pursue all the specification clause for which he is tendering.

a) A tentative schedule of quantities for the works accompanies this tender specification. It should be definitely understood that the TANGEDCO does not accept any responsibility for correctness of the quantity in schedule. The tenderers will however quote his rates in the tender on this schedule at quantities. He should quote specific workable rates for each item in the schedule and the rates should be in rupees and paise. The rates should be written both in words and figures and the Units in words. The tenderer should undertake to do the whole work subject to the conditions of the contract. This schedule accompanying to the tender shall be written legibly and free from erasers, overwriting or conversions of figures. Corrections where unavoidable should be made by crossing out initialing, dating and rewriting

b) If there is any difference in the rates furnished between words, and figures the lowest will be considered.

15-0) SUBLETING OF CONTRACT:

No part of contract shall be sublet without the written permission of the Superintending Engineer/Civil or shall transfer be made by means of attorney authorizing others to receive payment on the contractor's behalf.

a) The Superintending Engineer/ Civil/ T.T.P.S. reserves the right to reject any or all the tenders without assigning any reasons and reserve the right to divide the number of works to be executed/between two or more contractors.

b) In case of any discrepancy between the schedule, specification and drawing, clarifications on the above by the Superintending Engineer/Civil/ TTPS shall be final and binding on the tenderer.

c) For TANGEDCOs Tools and Plants, Machinery, Equipment's, Vehicles and materials that are lent or supplied to the contractor if necessary by the department on hire basis for executing the TANGEDCO's works, such articles so lent or hired to the contractor shall be returned in good serviceable conditions to the department. If any damage or shortage in course of their use in the work, the cost as may be determined by the Superintending Engineer for rectification of damage or shortage caused shall be made good by the contractor.

d) Conditional tenders will not be accepted.

e) "National Building Code, Tamil Nadu Building Practice and I.S.S. are available at the Technical Branch office of the Superintending Engineer/Civil/ T.T.P.S. and they may be used between 10.30 a.m. and 5.00 p.m. on any working day.

16-0) ACCIDENT:

The attention of the tenderer is also drawn to the preliminary specification of T.N.B.P. Vol. II in particular to clause 42 & 47 dealing with accidents. It shall be the contractor's sole responsibility to protect the Public and his employees against accidents arising out of his work.

It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employees against any accident from any cause and this shall indemnify the TANGEDCO against claims for damage for injury to person or property from any such accidents, and shall where the provisions of the workman's compensation Act apply to take steps properly to insure against any claims there under by way of accidents risk, insurance demand for all purpose of relief. Failing the same or otherwise, the contractor will be responsible to meet the compensation awarded under the said Act.

The successful tenderer has to produce group insurance policy and license from Inspector of Factories within 15 days from the date of issue of acceptance letter and the contract will be terminated if the contractor fails to produce the same.

17-0) SAFETY CONDITIONS:

The contractor shall indemnify TANGEDCO against all actions, suits, claims, compensation towards accidents / death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any

other statutory in force during the period of contract / and to undertake steps properly to insure against any claims there under.

For any violation and non – compliance of the statutory acts and rules prescribed respectively under factories act 1948 and TNF rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of TTPS is charged by the officials of the factories inspectorate with offence punishable under the Factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the Manager of TTPS will be discharged from liability under this Act, in respect of such offence.

18-0) VALIDITY OF TENDER:

The tenders shall be valid for a period of Three months from the date of opening. Once the tender is accepted the rates shall be firm till the completion of contract.

19-0) LOCATION OF LOCAL RULES:

The work is within the Harbour Estate and T.T.P.S. and the contractor or his men should strictly observe all rules relating to the work inside the Harbour Estate issued by the Harbour authorities and the Thermal Power Station authorities from time to time and the same will be binding on the part of the contractor. No woman labour shall be allowed to work after 18-00 hrs.

20-0) ROYALTY AND SEIGNORAGE CHARGES:

Royalty and seignorage charge wherever payable shall be paid by the contractor and the rates quoted should include this also.

21-0) SUSPENSION OF WORK:

The contractor will have no claim for suspension of work due to any causes what so ever or inadequate work for his labour-force.

22-0) FINE / LIQUIDATED DAMAGES

a) The Superintending Engineer may fine the piece worker for continued slow progress or non fulfillment of any conditions of contract at 0.5% of the contract price for each completed week of delay and the total shall not exceed 10% of the contract price of the works so delayed.

b) In respect of contracts where works executed in part could not be beneficially used by the TANGEDCO, the penalty should be worked out on the basis of entire contract price only, and not on the value of delayed portion.

c) The defaulting contractors should be liable to pay to the TANGEDCO, in addition to penalty for delay, the actual difference in price, wherever TANGEDCO orders the delayed quantity to be executed by other agencies at a higher rate.

23-0) PAYMENT: 95% payment on all the intermediate bills will be released. The Earnest Money Deposit and the Security Deposit amount collected will be released after satisfactory performance and after the final bill is audited by the Audit Section.

23-1) Payment Amendment

23-0-a) 95% payment will be paid within 90 days from the date of satisfactory completion of work. The Contractor should produce proof for having paid the Employer's and Employee's contributions to the ESI and EPF organisations for claiming the bill. Balance 5% will be paid **within 90 days** from the date of completion of Guarantee period.

Part payment for the completed works will be made **within 90 days** from the date of satisfactory commissioning of the equipments/completion of works

23-0-b) For the delayed payments, if any, **the simple interest shall be paid by TANGEDCO at the SBI three months MCLR rate for the delayed period beyond 90 days. The contractor has to produce the bills with required documents immediately on completion of works to avail the above benefit. If any delay occurs in producing invoice with required documents, TANGEDCO will not be held any responsible for that delay.**

Advance payment or payment against dispatch documents through Bank will not be accepted.

The Security Deposit and the bank guarantee produced for additional Security Deposit will be released after the final bill is audited by the audit section and after the guarantee period.

The face value of the agreement will only be limited to the finalized work. It is not binding that the TANGEDCO should allow the contractor to complete the work up to face value of the agreement.

23.2.STATUTORY COMPLIANCE

- 1) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- 2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
- 3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- 4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under 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)

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.

24-1) It shall be accepted as a condition of the contract that the payment of final bill to the contractor less the withheld amount and his acceptance thereof shall constitute full and absolute release of the TANGEDCO from all further claims by the contractor under the contract.

25-0) The quality and grade of materials like paint, snowcem, distemper etc. should be first class and got approved before use.

26-0) REJECTION OF TENDERS:

1. The tender is liable to be rejected if it is
 - a. Not in the prescribed form
 - b. Not accompanied by the requisite Earnest Money Deposit or proof of permanent deposit or proof of exemption.
 - c. Not properly signed by the tenderer.
 - d. From any black listed firm or contractor
 - e. Received after the expiry of the due date and time.
 - f. Received by telex or telegram.

i)THE TENDER OF ANY PERSON IS LIABLE TO BE REJECTED IF:

- a. His tender does not conform to TANGEDCOs Technical Specification.
- b. His terms relating to payment do not conform to TANGEDCO's Commercial terms.
- c. The approved tenderer has no sufficient permanent deposit.
- d. He is directly or indirectly connected with environment service of the TANGEDCO's service or service of a local authority.
- e. His past performance or vendor rating is not satisfactory.
- f. The Superintending Engineer/Civil/T.T.P.S. shall have the right to relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.

27-0) FACE VALUE OF AGREEMENT:

The face value of agreement will be limited to the finished work. It is not binding that the TANGEDCO should allow the contractor to complete the work upto the face value of the agreement. The TANGEDCO has got every power to enhance the face value of the agreement if necessity warrants and the contractor has to execute the work and complete it as per Superintending Engineer's instructions.

28-0) NOT WITH STANDING:

Anything contained in any of these regulations and any of the conditions stipulated in any of the tender specification that may be issued wherever deemed necessary in the interest of the TANGEDCO for good and sufficient reasons to be recorded in writing shall bind on the contractor.

29-0) CONTROLLED ARTICLES ETC.:

The TANGEDCO may afford necessary assistance for procurement of controlled articles and also for priority in transport etc. It should be clearly understood that any delay in such procurement arising there from will not constitute sufficient reason for extension of time or purpose of his tender and rates.

30-0) The tenderer should note that for all materials not specifically mentioned with rates for issue in the tender scheduled but are drawn by the contractors in the course of the work for the use at the works, will be charged at the book value, plus 10% or the market value plus 10% centage charges, whichever is higher plus the actual cost of packing and despatch of materials as decided by the Superintending Engineer/Civil at site.

30-1) EMPLOYMENT OF QUALIFIED TECHNICAL STAFF IF EXECUTION OF WORKS BY CONTRACTORS:

The tenderers who are themselves not professionally qualified should undertake to employ qualified technical men at their cost to look after the work.

The tenderers 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 for the work. In case the selected tenderer is professionally qualified or has undertaken to employ technical men, he should see that one of the technically qualified men is always at the site of work during working hours personally checking all items of work and paying extra attention to such works as may demand special attention (eg) reinforced concrete works etc.

For annual maintenance works like labour supply etc the employment of Technical staff pray not be insisted upon.

| Sl. No | Value of contract | Minimum qualification prescribed for the Technical Staff to be employed. | Rate of penalty. |
|--------|-------------------------------------|---|---------------------------------|
| 1. | Above Rs.1 lakh and upto 3 lakhs. | One Diploma Holder in Civil Engineering or a retired supervisor (Civil) from Govt. Service or Autonomous Body like the Tamil Nadu Housing Board etc. | As mentioned below in the Note. |
| 2. | Above Rs.3 lakhs and upto 10 lakhs. | One B.E./Civil or on equivalent degree holder in Civil Engineering with one year experience or a retired Civil Engineer from Government Service OR at Autonomous Body not below the rank of Assistant Executive Engineer. | -do- |
| 3. | Above Rs.10 lakhs and upto 50 lakhs | One B.E./Civil or equivalent degree holder in Civil Engineering with 3 year experience. OR retired Civil Engineer from Govt. Service OR an Autonomous body likes the Tamil Nadu Housing TANGEDCO, etc. not below the rank of an Assistant Executive Engineer Plus on diploma holder in Civil Engineering OR Retired Supervisor/Civil from Govt. Service or Autonomous Body like the Tamil Nadu Housing Board. | -do- |

NOTE:

- i) An amount of Rs.6000/- per month per person for Graduate Engineers and Rs.4000/- per month per person for Diploma holders will be recovered as penalty for non-employment of Technical personal specified above.
- ii) The Contractor should see that one of the Senior Technically qualified men is always at the site of work during working hours personally checking all items of work and paying extra attention to such works as may demand special attention. If the tenderer fails to employ the technical staff as

indicated above for the works, penalty shall be levied as per the rate of penalty indicated above for the period of such employment of technical staff.

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

31-0) The quantities furnished in the schedule are approximate and are subject to variation and measurement will be taken duly for the actual execution as per the drawing and direction of the Executive Engineer.

32-0) Tamil Nadu Building Practice plan and drawings are available, at the Technical branch, office of Superintending Engineer/Civil/T.T.P.S./Tuticorin-4 and they may be persued between 10.30 a.m. and 5.00 p.m. on any working day.

SECTION – II

ADDITIONAL CONDITIONS

1.TANGEDCO'S MATERIALS HIRED OUT TO CONTRACTOR:

For TANGEDCOs Tools and Plant Machinery, Equipment materials such as M.S. Joists, rails, steel sheets sets etc. that are hired out to the contractors by the TANGEDCO for executing TANGEDCO's works on hire basis or free of hire, such articles so hired shall be returned in good serviceable condition to the TANGEDCOs, as soon as the purpose for which the same was issued is over.

If any damage or shortage is caused to such articles by the contractors in the contractors in the course of their use in TANGEDCO's work, the cost for rectification of damages or shortage will be recovered from the contractors then and there at such rates as may be determined by the Superintending Engineer after making such allowance as considered by him suitable for wear and tear of the TANGEDCO's articles etc. If it deserves without linking with the question of recovery of hire charges.

In the case of hire of TANGEDCO's tools and plants machinery equipment material, etc. that are lent to contractor doing TANGEDCO's work on hire charge will be recovered at the approved rates then and there. If there is no approved rates for these materials and machinery hired to the contractor, tentative rates will be made from the contractors then and there until the final rates are approved by the concerned authority of the TANGEDCO if there is any variation between the rates

fixed tentatively and the final rates as approved by the TANGEDCO, the TANGEDCO has every power to recover or refund the balance amount from the contractor.

2.SAFETY CONDITIONS:

1. The contractor shall provide all necessary personnel protective equipment's (as per ISI Standard) to their workers like safety helmets. Safety goggles, welding screen, hand gloves, safety belts, safety shoes, face mask etc. depending upon working condition and nature of job / work and should be worn by the contractor and his workmen while at work.

2. All the appropriate and relevant safety measures stipulated under the Factories Act 1948 and Tami Nadu Factories Rules 1950 made there under should be scrupulously complied with by the contractor and his workmen.

3. In case of any accident / injuries to the contract workers takes place due to non supply (or) non ISI Standard Safety equipment's or due to careless working or due to improper handling of the equipment / tools the same shall be at the risk and cost of the contractor only. T.T.P.S. will not be responsible in any way either legally or financially to the same and the contractor will have to pay compensation to his labourers in such cases.

4.The contractor should not allow his workmen to wear loose garments like lungies, dhoties and smoke cigarettes, beedies etc. while at work inside the plant premises.

5. No workmen below the completed age of 18 years should be engaged by the contractor for any works inside TTPS and no women workers shall be allowed to work in night hours inside TTPS except between hours of 6 AM to 6 PM.

6. For any safety violation and non compliance of the statutory acts and rules prescribed respectively under the factories act 1948 and Tamil Nadu Factories Rules 1950 made these under the contractor to liable for the imposition of penalty upto Rs.5000/- (Rupees Five thousand only) per spell as decided by the TANGEDCO depending upon the severity and gravity of the violation.

3.FIRST AID: At the work site these shall be maintained in a readily accessible place (i.e) first aid appliances and medicines including adequate supply of sterilised dressing and sterilised cotton wool. The appliance shall be kept in good order. They shall be placed under the charge of an responsible person, who shall be readily available during working hours.

4. The contractors should provide at his expenses suitable shed or sheds for housing the workers. The sheds shall be standard one not less than cheap shelter type to live, in which the workers in a locality are accustomed a floor of about 1.8m x 1.8m for 2 persons shall be provided. The

sheds are to be in rows with 1.50 metres clear space between sheds and twenty five metres clear space between roofs. If conditions permit the workers camp shall be laid out in units of 400 persons per each unit to have a clear space of 12m on each side.

5. The contractor's special attention is invited to the Appendix No.1 PWD safety code of TNBP and he is requested to provide amenities at his own expenses the amenities to the satisfaction of the Chief Engineer/T.T.P.S.
6. **WATER FOR WORKS:** Water required for minor works will be supplied to the contractor at an average distance of 300m from the site of work and the contractor has to make his own arrangements for conveyance of water and lead.
7. **LABOUR SHEDS:** No site will be given to contractor for erection of sheds for his labour and the contractor has to make his own arrangements for his labour colony, water supply lighting arrangements, sanitation and other conveyance for the workers from labour colony.
8. The supply will be effected at one or more convenient points as decided by the Engineer at site and the contractor will have to put up and maintain their own distribution system at their own cost from the points to take off from the nearest main provided by TANGEDCO.

The current consumption charges are free of cost.

9. **TNBP:** The work will have to be carried out as per the Tamil Nadu Building Practice vol. I, II & III and as per specification attached and instructions that may be issued from time to time by the TANGEDCO's Engineer.
10. **MACHINE FOR MIXING CONCRETE AND MORTAR:** All mortar and concrete should be machine mixed and should comply with specification. The contractor should make his own arrangement for the concrete mixers and for running and feeding the mixer. The mixer will be installed at suitable places shown by the Engineer at site. Power supply for the mixer will be provided by the Department free of cost.
11. **MISTAKES IN RATE SCHEDULE:** If there is any difference in the rates furnished in figures and words the lowest rate only will be considered.
12. The successful tenderer has to make his own arrangements for the compressed air required for the work at his cost.
13. The payment of final bill to the contractor less the withheld amount and his acceptance thereof shall constitute a full and absolute release of the TANGEDCO from all further claims by the contractor under his contract.

14. Compliance of ESI Act

The following conditions are proposed to be stipulated in the Tender Notices to be called from Tuticorin Thermal Power Station for the various works contract to be executed for and inside the premises of Tuticorin Power Station in order to comply with the ESI Act for the contract workers of TTPS engaged in works contracts.

- a. Since Tuticorin Thermal Power Station is covered under the ESI Act, the contractor who desires to take up works contracts for and inside the premises of TTPS is required to comply with all the relevant provisions stipulated in the ESI Act.
- b. The Contractor should have taken separate ESI main code number. The code number can be obtained from the joint Director, ESI Corporation, Municipal Shopping Complex, Salai Street, Sinduppoondurai, Tirunelveli – 627 001.
- c. The contract shall be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- d. The contractor shall submit necessary returns to the ESI Corporation within the stipulated time as required under the said ESI Act.
- e. The contractor shall produce the proof of payment of contributions – both Employer's and Employee's contributions made to ESI Corporation in order to claim the bills for the respective work at TTPS.
- f. The contractor shall 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 Ltd., has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO Ltd., 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 Ltd.

15. Compliance of EPF Act

1. Since Tuticorin Thermal Power Station is covered under the EPF & MP Act 1952, the contractor who desires to take up works contracts for and inside the premises of TTPS is required to comply with all the relevant provisions stipulated in the EPF & MP Act 1952 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

2. The Contractor should have taken separate EPF main code number. The code number can be obtained from the Assistant Provident Commissioner/EPFO/SRO/Tirunelveli.
3. The Contractor shall be responsible for the payment of necessary EPF contributions—both Employer's and Employee's contributions as per the provisions of the EPF & MP Act 1952 in respect of the actual workers engaged for the specified works.
4. The Contractor shall submit necessary returns to the EPF Corporation within the stipulated time as required under the said EPF & MP Act 1952.
5. The contractor shall produce the proof of payment of contributions—both Employer's and Employee's contributions made to EPF Corporation in order to claim the Bills for the respective work at TTPS;
6. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF & MP Act 1952 in respect of the execution of the Tendered work.
7. In case the contractor fails to fulfill any of the statutory provisions of the EPF & MP Act 1952 and consequently it happens that TANGEDCO Ltd., has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO Ltd, 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 Ltd.
8. The Employer contribution of EPF will not be reimbursed. The contractor should register their establishment under the PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) scheme with Employees Provident Fund Organization.
9. The Provision of the PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) scheme is "Government of India will pay the full employer's contribution (EPF and EPS both) as admissible from time w.e.f.01.04.2018 for a period of three years to the new employees and to the existing beneficiaries for their remaining period of three years through EPFO.

The Contractor has to obtain the Statutory Compliance Clearance Certificate for the works contract from online compliance service providers. The bills will be processed only after the clearance from the Digital based statutory compliance services.

16-1) COURT SUITS: No suits or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court say in the city civil courts of Tuticorin. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though part of the cause of action arise within the jurisdiction of any court of Tamil Nadu and not in courts in Tuticorin

city then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within the State of Tamil Nadu and no other court shall have jurisdiction even though any part of the cause of the action might arise within the jurisdiction of such courts.

16 - 2) ARBITRATION:

- i) There will be no arbitration and the decisions of **CE/SE/Civil/TTPS** will be final in case of any dispute between the contractor and the TANGEDCO.
- ii) The undersigned may terminate this work with ten days notice due to continued slow progress of work or unsatisfactory performances or subletting the contract or suspension of work or any other reasons. If the progress of work is not satisfactory the Chief Engineer and Superintending Engineer/Civil will have right to entrust the work for whole or part of the work to any other contractor and the tenderer will have to make good loss suffered by T.N.E.B. on account of this.

17-0) SUPPLY OF CEMENT:

The contractor has to make his own arrangements for the procurement of cement of required specifications for the works subject to the followings.

- a. The contractor shall procure cement required for the works only from reputed cement factories (main producer or their authorised agents, manufacturing cement to BIS standard) acceptable to the Engineer-in-charge. The contractor shall be required to furnish to the Engineer-in-charge bills of payment and test certificate issued by the manufactures or their authorised agents to authenticate procurement of quality cement from the approved cement factory.
- b. The contractor shall procure in standard packing of 50 kg. Per bag bearing manufactures name and ISI making from the authorised manufactures. The contractor shall make necessary arrangements at his own cost to the satisfaction of Engineer-in-charge for actual weighment of random sample from the available stock and shall conform to the specification laid down by the Indian Standards Institution as the case may be. Cement shall be got tested for all the tests at his cost including thorough destructive and non-destructive test materials etc., as directed by the Engineer-in-charge in advance before the use of cement bags. In case test result stand rejected and shall be removed from the site by the contractor at his own cost within a day's time or written order from the Engineer-in-charge to do so.
- c. The employer will furnish air entraining agents and admixtures required to the contractor free of cost at the employer stores. The use of such admixtures and agents shall be made as per the instructions of the Engineer-in-charge. The cost of cartage/storage, handling, batching, mixing

shall be borne by the contractor and shall be included by him to unit rate tendered for concrete.

- d. The cement shall be brought at site as decided by the Engineer-in-charge for works.
- e. The cement godown of suitable capacity as decided by the Engineer-in-charge to store shall be constructed by the contractor at site of work, for which no extra payment shall be made. The contractor shall facilitate inspection of the cement godown by the Engineer-in-charge at any time.
- f. The contractor shall further at all times satisfy the Engineer – in – charge on demand by production of records and test book or by submission of returns and other proofs as directed that the cement is being used as tested and approved by the Engineer – in – charge for the purpose and the contractor shall at all times keep his records upto date and enable the Engineer – in – charge to apply such checks as he may desire.
- g. Cement which has been unduly long in storage with the contractor or alternatively, has deteriorated due to inadequate storage and this become unfit for use on the works will be rejected by the Department and no claim will be entertained. The contractor shall forthwith remove from the work site any cement the Engineer-in-charge may disallow for use of work and replace it by cement complying with the relevant Indian Standards.

18-0) SUPPLY OF STEEL:

The contractor has to make his own arrangements for the procurement of steel of required specifications for the works subject to the followings.

- a. The contractor shall procure steel required for the works only from reputed steel factories (main producer or their authorised agents) acceptable to the Engineer-in-charge bills of payment and test certificate issued by the manufacturer or their authorised agents to authenticate procurement of quality steel from approved steel factory.
- b. The contractor shall make necessary arrangements at his own cost to the satisfaction of Engineer-in-charge for actual weighing of random sample from the available stock and shall conform with the specification laid down by the Indian Standards Institution as the case may be. Steel shall be got tested for all the tests at his cost including thorough destructive and non-destructive test materials etc., as directed by the Engineer-in-charge in advance before the use of steel. In case test result indicate that the steel arranged by the contractor does not conform to the relevant code, the same shall stand rejected and shall be removed from the site by the

contractor at his own cost within a day's time or written order from the Engineer-in-charge to do so.

- c. The steel shall be brought at site as decided by the Engineer-in-charge for works.
- d. The contractor shall further at all times satisfy the Engineer-in-charge on demand by production of records and test book or by submission of returns and other proofs as directed that the steel is being used as tested and approved by the Engineer-in-charge for the purpose and the contractor shall at all time keeps his records upto date and enable the Engineer-in-charge to apply such checks as he may desire.
- e. Steel which has been unduly long in storage with the contractor or alternatively has deteriorated due to inadequate storage and his become unfit for use on the works will be rejected by the Department and no claim will be entertained. The contractor shall forthwith remove from the work site any steel the Engineer-in-charge may disallow for use of work and replace it by steel complying with the relevant Indian Standards.
- f. Regarding payment, the contractor may please note the following.
 - 1) Payment will be made only on LENGTH basis as measured at site and converted to weight by multiplying the length measured at site by the standard weights per metre length as per ISS table.
 - 2) For both RTS and MS rods, the same WEIGHT per metre length as given in the IS table for steel rods of various diameter will be adopted for calculating the requirements unless otherwise stipulated in the IS.
- g. Contractor shall also make his own arrangements for binding wire or in the alternative can do welding without any extra claim.
- h).The quantities of MS/RTS/Corrosion against steel rods indicated in the bill of quantities are only approximate.
- i) Contractor will have to make his own arrangements for binding wire of minimum 0.9mm thick as per IS.280 or in the alternative can do tack welding without any extra claim.

19-0) ISSUE OF MATERIALS NOT SPECIALLY MENTIONED IN THE TENDER:

For any materials drawn by the contractor, the recovery for such materials will be made at the book value +10% whichever is higher plus the actual cost of packing and despatch of materials, stores handling charges and Sales Tax as directed by the Engineer.

20-0) RECOVERY FOR EXCESS OR SHORT USE OF MATERIALS:

For any short usage of cement from the minimum cement content in case of design mix, the recovery shall be made from the bill at local market rate and also approved by the Superintending Engineer/Civil/Tuticorin.

21-0) CONSTRUCTION MATERIALS:

The metal, rubble, gravel, sand and other materials should strictly confirm to the standards stipulated in T.N.B.P./I.S.S.

Quantities indicated in the acceptance letter and agreements are tentative. Quantity may increase or decrease based on site conditions. Payments will be made for actual quantity for which the work is carried out.

22-0) SUBLETTING OF CONTRACT:

The contractor should not engage any sub contractor for the work entrusted to him without the written concurrence from the competent authority

23-0) PAYMENT:

a) A deduction of 5% of the value of the work done shall be made for purpose of additional security from each intermediate bills to be paid until the completion of work.

b) The security deposit and the 5% of the retention amount collected as per item above will be released after the final bills is audited by the audit section.

24.0) Technical Specification

For all technical specification not specifically covered by this individual specification, the Tamil Nadu PWD detailed standard specification and Indian Standard specification shall be followed. Wherever there is difference between Tamil Nadu Building Practice Specification and Indian Standards Specification, relevant I.S.S. will apply.

SIGNATURE OF CONTRACTOR

Contract Labour (Regulation & Abolition) Act 1970 & Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983.

1. The Contractor who takes 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.
2. 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 license before executing the works.
3. The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the migrant labour license before executing the works.
4. 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:
 - i) Name and situation of the work.
 - ii) Contractor's name and address
 - iii) Particulars of the Department for which the work is undertaken,
 - iv) Name and address of sub-contractors as and when they are appointed.
 - v) Commencement and probable duration of the work.
 - vi) Number of workers employed and likely to be employed.
 - vii) 'Fair wages' for different categories of workers.
 - viii) Number of hours of work which shall constitute a normal working day:-
 - ix) 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.
5. 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.
 - i) 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.
 - ii) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to

- iii) 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.
6. Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment
7. 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.
8. 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
9. 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;
- 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.
 - 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.
- 10 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]

- 11 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
- 12 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.
- 13 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.
- 14 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.
- 15 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.
- 16 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
- 17 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
- 18 Amendments: Government may, from time to time, add to or amend these Regulations 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.

19 The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.

i) Muster Roll in Form – XVI

ii) Register of Wages in Form – XVII

iii) Register of overtime in Form – XVIII

iv) The contractor shall issue an photo identity card to his employees

20. 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.

SCHEDULE-B
DECLARATION FORM – I
TENDER ACCEPTANCE LETTER
(To be furnished on the letter head of the firm and signed with the seal of firm)
Date:

To
The Superintending Engineer,
Civil/Tuticorin Thermal Power Station,
Tamil Nadu Generation and Distribution Corporation,
Tuticorin - 628004, Tamil Nadu.
Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: **<https://tntenders.gov.in/nicgep/app>**
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (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. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security deposit clause of the General Condition, we agree to furnish security deposit to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.
8. 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.
9. I / we agree to the rules and regulations of TANGEDCO regarding the statutory tax etc. like GST.

Yours Faithfully,

(Signature of the bidder, with official Seal)

SCHEDULE-C

Tamil Nadu Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2020

New Forms

| | |
|-----------|---|
| FORM I | Certificate of Registration of Principal Employer/Employer (under 3 Rules) |
| FORM II | Application for License/ Renewal of License (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 | License 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) |