

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.**CE- 139/2021-22/NCTPS-I****TENDER SPECIFICATION ABSTRACT****(OPEN TENDER- TWO PART SYSTEM)**

For and on behalf of TANGEDCO Limited, tenders are invited **through Online** under Open Tender – Two part system for the following works contract:

1	Tender Specification No.	CE- 139/2021-22/NCTPS-I
2	Name of the work	Supply of 16,044 Metres and Erection of 15,672 Metres Cast Basalt Lined MS pipes after dismantling the existing worn-out damaged cast basalt lined pipes of Ash Slurry Disposal Pipe Line No.1,4,&5.
3	Quantity	02 Items
4	Method of Tender	Open Tender (Two-Part) system through E-Tender Online Techno Commercial Bid and Price Bid, through <u>M/s. NIC Web portal</u>
5	a) Earnest Money Deposit	Rs. 25,89,200/- (Rupees Twenty Five Lakh Eighty Nine Thousand Two Hundred only)
		To TANGEDCO's Account in the form of NEFT/RTGS or by the way of Account transfer
		Account No : 660802000000100
		Name of the Bank : INDIAN OVERSEAS BANK/ EXTENSION COUNTER
	b) Permanent EMD for Tenders of value i. Procurement of all Iron & steel materials, main producers (Government of India undertaking only) ii. Not exceeding Rs. 10 Crores iii. Not exceeding Rs. 50 Crores iv. Without any monetary limit	IFSC Code : IOBA0006608
		i. Rs. 2,00,000/-
		ii. Rs. 20,00,000/-
		iii. Rs. 40,00,000/-
6	URL for online bid submission for e-tender	https://tntenders.gov.in/nicgep/app
7	Last date for submission of EMD	18.04.2022 up to 14.00 Hrs. (The EMD amount has to be received in TNEB/TANGEDCO Account through e payment only)
8	Date & Time of closing of online e-tender for submission of techno commercial bid & price bid	18.04.2022 up to 14.00 Hrs.
9	Date & Time of opening of tender electronically	19.04.2022 @ 14.30 Hrs.

10	Specification at website	The tender specification will be placed at the following web sites. The prospective bidders may download the same. TANGEDCO : www.tangedco.gov.in NIC : https://tntenders.gov.in/nicgep/app TN Govt. : www.tenders.tn.gov.in
11	Documents to be uploaded by the Tenderers during e-submission	e-Receipt/ Evidence for PEMD/ Evidence for EMD exemption, Schedules A to I and Annexures and other documents whichever is applicable to be uploaded Prices should be quoted online as per Schedule 'B' only. BOQ
12	Bid Qualifying Requirements	Refer Section – II
13	Rejection of Tenders	Refer Section – III
14	Address for any clarification	The Superintending Engineer, Purchase & Administration, North Chennai Thermal Power Station-I, Chennai-120. Any clarification in the tender shall be sought through email before 48 Hrs. of closing date and time of submission of tender. Email id : sepanctps@tnebnet.org Contact No : 044 – 27950056
COMMERCIAL TERMS & CONDITIONS		
15	GSTIN	GSTIN Number shall be furnished in the offer
16	Tender sample	Not Applicable
17	Validity	As per Clause 5.0 of Section V.
18	Payment Terms	As per Clause 11.0 of Section V
19	Delivery Period	Supply : Four months for all the lines. Erection & commissioning : 45 days from the date of handing over of site excluding the period of non – availability of LC from TANGEDCO. (As per Clause 13.0 of Section V)
20	Liquidated Damages	As per Clause 15.0 of Section V
21	Test Certificate	(as per Clause 20.0 of Section V)
22	Inspection	As per Clause 24.0 of Section V
23	Guarantee	As per Clause 21.0 of Section V
24	Security Deposit cum PG	As per Clause 22.0 of Section V
25	Jurisdiction to legal proceedings	Undertaking as per Annexure (II) on a non-judicial Stamp Paper of value Rs.80/- shall be furnished along with the offer
26	Attestation by the Gazetted officer or the Notary Public to be done wherever necessary and to be uploaded.	
27	Detailed TANGEDCO's Terms and Conditions furnished in Section I to VII, except the clauses which are mentioned "Not applicable" in Tender Specification Abstract, may be followed.	
28	Specific concurrence or otherwise to the technical specifications and general terms and conditions outlined in the specification should be furnished in the tender. FAILURE TO DO SO WILL BE TAKEN AS CONCURRENCE TO THE TERMS AND CONDITIONS MENTIONED IN THE SPECIFICATION.	
29	The TamilNadu Transparency in Tender Act 1998 and the Tender Transparency in Tender Rules in 2000 and Tender Regulations and subsequent amendments are applicable in this tender.	
30	Any technical clarification / Negotiation raised by TANGEDCO should be replied within 48 hours from the receipt of letter.	

Sd/xxxxxx

CHIEF ENGINEER/NCTPS-I, (FAC)

Encl: 1) Section – I to VIII, 2) Schedules A to H 3) Annexure – I to VII 4) Drawing - 1 Sheet.



TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
NORTH CHENNAI THERMAL POWER STATION-I

Specification for Supply of 16,044 Metres and Erection of 15,672 Metres Cast Basalt Lined MS pipes after dismantling the existing worn-out damaged cast basalt lined pipes of Ash Slurry Disposal Pipe Line No.1,4,&5.

THROUGH E-TENDERING

(Through NIC Platform)

SPECIFICATION NO:CE-139/2021-22

OPENING DUE ON 19.04.2022

OPEN TENDER / TWO PART SYSTEM

OFFICE OF THE CHIEF ENGINEER

NORTH CHENNAI THERMAL POWER STATION-I

CHENNAI-120

TAMIL NADU.

**Service Provider: The Tamil Nadu Government e-Procurement System
Website for online bid submission:**

<https://tntenders.gov.in/nicgep/app>

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

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

REGISTRATION:

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

7) Correspondence details :

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

e-mail : support.etender@nic.in

Contact No. : 044 – 24466495

24902580 Extn:332

24917850

For queries related to tender enquiry / specification:

1) EE S&I/NCTPS-I

Contact No.9445856645

2) AEE/AE/NCTPS-I

Contact No.044 2795 0061 to 70

Email : eesinctps@tnebnet.org

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Anyhow, over and above the documents available in "my space" option, it is the sole responsibility of the bidder to ensure the uploading /submitting required documents as called for in the tender.

5) The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates, mentioned in the different sections in the tender document, with necessary attestation wherever called for, in the tender.

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:

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.

4) The scanned copy of payment made through RTGS/NEFT or by way of account transfer towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.

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.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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.

One hard copy of the electronically submitted bid documents along with original Bond wherever applicable excepting the price schedule shall have to be submitted to SE/P&A/NCTPS-I within three days after opening of the e-tender.

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.

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

Modification and withdrawal of bids:

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

2) In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.

3) No bid may be modified after the deadline for submission of Bids.

ASSISTANCE TO BIDDERS:

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.

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.

INDEX

SECTION - I	:	EARNEST MONEY DEPOSIT
SECTION - II	:	BID QUALIFICATION REQUIREMENTS
SECTION - III	:	REJECTION OF TENDERS
SECTION - IV	:	INSTRUCTIONS TO THE TENDERERS
SECTION - V	:	COMMERCIAL TERMS AND CONDITIONS
SECTION – VI	:	TECHNICAL TERMS AND CONDITIONS
SECTION – VII	:	GENERAL CONDITIONS
SECTION – VIII	:	GENERAL CONDITIONS (STATUTORY COMPLIANCES)
SCHEDULE – A	:	TECHNICAL SPECIFICATION OF MATERIAL
SCHEDULE – B	:	PRICE SCHEDULE OF MATERIAL
SCHEDULE – C	:	DEVIATION FROM TECHNICAL SPECIFICATION
SCHEDULE – D	:	DEVIATION FROM COMMERCIAL TERMS AND CONDITONS
SCHEDULE – E	:	BIDDER’S EXPERIENCE
SCHEDULE – F	:	QUESTIONNAIRE FORM
SCHEDULE – G	:	TENDER ACCEPTANCE LETTER
SCHEDULE – H	:	DECLARATION FORM
ANNEXURE – I	:	FORMAT FOR BANK GUARANTEE FOR EMD
ANNEXURE – II	:	FORMAT FOR UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS
ANNEXURE – III	:	FORMAT FOR BANK GUARANTEE TOWARDS COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE
ANNEXURE – IV	:	FORMAT FOR UNDERTAKING TOWARDS PAYMENT OF DUES TO TANGEDCO
ANNEXURE – V	:	INDEMNITY BOND AND CERTIFICATE FOR EPF & ESI
ANNEXURE – VI	:	FORMAT FOR DECLARATION TOWARDS GST
ANNEXURE – VII	:	FORMAT FOR UNDERTAKING TOWARDS EPF & ESI

SECTION -I

EARNEST MONEY DEPOSIT

1) Intending Tenderer should pay an EMD amount of **Rs. 25,89,200/-** (Rupees **Twenty Five Lakh Eighty Nine Thousand Two Hundred** only)

2) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS/ACCOUNT TRANSFER as mentioned in clause 5 of Abstract. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded.

The tenderer who are willing to remit EMD through Bank Account Transfer shall make it by way of account transfer of same bank and requested to upload a copy of bank account scroll duly exhibiting the transaction of EMD amount with details of name of the bank, bank account number of the bidder and IFSC code.

The EMD amount has to be received in specified account through e- payment, 2 hours before closing time of tender. EMD amount paid after tender closing time will be summarily rejected.

3. The Tenderers who are having valid Permanent EMD with TNEB/TANGEDCO for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

S.NO	PEMD SLAB	Monetary limit of tender value for participation without payment of EMD
1	Rs. 2,00,000/-	In case of all Iron & steel materials, main producers (Government of India undertaking only) for procurement of Iron & steel materials
2	Rs. 20,00,000/-	In case of Tenders not exceeding Rs. 10 Crores in value
3	Rs. 40,00,000/-	In case of Tenders not exceeding Rs. 50 Crores in value
4	Rs. 1,00,00,000/-	In case of Tenders without any monetary limit

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, and obtain a certificate from the Financial Controller/Purchase/Head Quarters, Chennai-02 and upload copy of the same along with the tender.

4.0 Bank Guarantee (BG):

4.1. The EMD in the form of Bank Guarantee (BG) with one year validity is also acceptable. However, the same should be submitted in original before the time of tender opening. Otherwise, the tender shall be specified as summarily rejected citing the non compliance of EMD.

4.2. The Bank Guarantee towards EMD shall be in the form of an irrecoverable Bank Guarantee on non-judicial stamp paper of value not less than Rs.100/-as per the proforma enclosed as Annexure-V of this specification obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.

4.3. The scanned copy of the B.G shall be uploaded with the Bid. Original BG should be furnished to TANGEDCO on demand (In case of the bidder qualifying the BQR condition).

4.4. The Bank Guarantee shall be valid for one year.

4.5. The e-receipt of payment of EMD through NEFT/RTGS/Accounts Transfer or the scanned copy of the Bank Guarantee should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected.

5.0) The EMD will not carry any interest.

6.0) The Earnest Money Deposit will be refunded to the unsuccessful tenderers except PEMD after intimation of the rejection / non-acceptance of their tender and on submission of the Hand receipt.

7.0) In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the Security Deposit payable by the tenderer. In respect of permanent EMD holders, the permanent EMD will not form part of the Security Deposit payable by the Tenderer and the firm will have to remit the Security Deposit in full.

8.0) Any other mode of payment of EMD other than NEFT/RTGS/BANK ACCOUNT TRANSFER in case of same Bank shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

9.0) If the offer is found to be bogus or false during evaluation, TANGEDCO could invoke the Bank Guarantee to recover the EMD on forfeiture.

10) **EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT :-**

The following categories of Industries are exempted from payment of EMD subject to ensuring that the tendered item should be covered in their Registration Certificate showing the materials permitted to manufacture.

- i. The Micro and Small Enterprises located within the State and Registered with the Government of Tamil Nadu, Department of Industries and Commerce, District Industries Centre.
- ii. The Small Scale Industries Units located within the State and registered with National Small Industries Corporation.
- iii. Departments of the Government of Tamil Nadu.
- iv. Undertakings and Corporations owned by the Government of Tamil Nadu.
- v. Labour Contract Co-Operative Societies registered within Tamil Nadu
- vi. The Micro and Small Enterprises outside the State and registered with National Small Industries Corporation Limited.
- vii. Central and the State Government Departments / Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

The industries are exempted from payment of EMD, subject to the enterprise registered under the Ministry of Micro, Small and Medium Enterprises **shall register itself under Udyam Registration. (Only enterprises which comes under micro and small categories are eligible for EMD exemption.)**

As per the Notification No. S.O. 278 (E) dated 19.01.2022 has amended the notification for extending the validity of existing enterprises registered prior to 30.06.2020 up to 31.03.2022 (i.e) Extended the validity period of existing enterprises prior to 30.06.2020 through UAM, EM-Part-II etc from 31.12.2021 to 31.03.2022.

REGISTRATION OF MICRO, SMALL & MEDIUM ENTERPRISES BY COMPOSITE CRITERIA IN UDYAM REGISTRATION & GUIDELINES:

11.1 Classification of Enterprises:

As per the Ministry of Micro, Small and Medium Enterprises, GOI Notification No S.O 2119(E) dt. 26.06.2020 the enterprises are classified as:

- i) **A Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 1 Crore (one crore Rupees) and turnover does not exceed Rs. 5 Cr. (Rupees five Crore);
 - ii) **A Small Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 10 Cr. (Ten crore Rupees) and turnover does not exceed Rs. 50 Cr. (Rupees fifty Crore);
- and

iii) **A Medium Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 50 Cr. (Fifty crore Rupees) and turnover does not exceed Rs.250 Cr. (Rupees Two Hundred and Fifty crore).

11.2 Calculation of Turnover:

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

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 to be uploaded.

11.3 Calculation of Investment:

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

The investment value in plant and machinery for the purpose has to be certified by a Chartered accountant and the same is to be uploaded along with the bid in case the bidder claims EMD exemption.

12) DOCUMENTS TO BE UPLOADED AS A PROOF OF ELIGIBILITY FOR EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT:

I. Attested copy of **Registration Certificate of National Small Scale Industries Corporation** or **MSME Certificate (Udyog Aadhaar Memorandum Certificate)** or **holding Entrepreneur Memorandum Part-II** or **acknowledgement for the Entrepreneur Memorandum Part-II** issued by the Department of Industries and Commerce, District Industries Centre for Micro and Small Industries **registered within the State of Tamil Nadu.**

(or)

II. Attested copy of **Entrepreneur Memorandum Part-II acknowledgement** or **holding Entrepreneur Memorandum Part-II** issued by the Department of Industries and Commerce, District Industries Centre **in their respective states** along with **Registration Certificate of National Small Industries Corporation Limited** or **MSME Certificate (Udyog Aadhaar Memorandum Certificate)** for Micro and Small Industries **registered outside Tamil Nadu.**

(or)

III. Attested copy of **Udyam Registration Certificate**

IV. The tenderer shall upload a **Chartered accountant certificate towards annual turnover and another certificate for calculation of investment on Plant And Machinery** specified in the explanation I to sub – section (1) of section 7 of Income tax rules 1962 framed under the Income tax Act 1961, as per the recent MSME Notification No S.O 2119(E) dt. 26.06.2020. (Refer clause 8.3 & 8.4)

V. Mere uploading of bid by the bidder, who has exempted EMD payment, shall be considered as token of acceptance of the bidder to pay the amount equivalent to EMD, together with cost if any, in the events of non-fulfillment of the conditions stipulated in the tender specification. i.e. in all cases where EMD paid will be forfeited.

**Note: 1. EM Part –II/ UAM shall be valid only for a period upto 31.03.2022.
2. Udyam registration certificate only will be valid from 01.04.2022 for availing EMD exemption in the SSI units.**

In the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract to the effect to pay as penalty an amount equivalent to EMD. The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.

13) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES:-

- i) If the documentary evidences towards Exemption from payment of EMD are not uploaded
- ii) If the tendered items are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- iii) If not furnished the chartered accountant certificate for investment held in plant and machinery or Equipment and Annual turnover value.
- iv) If the documentary evidences produced for Exemption from payment of EMD not attested by the Gazetted Officer / Notary public.

14) 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 or other appropriate documents such as Bank Account Scroll in case of Account transfer from same Bank.
- ii) The proof of exemption of EMD and chartered accountant certificate for investment held in plant and machinery or Equipment and Annual turnover value.

15) The Earnest Money Deposit made by Tenderer will be forfeited on the following conditions :

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
- ii) If he revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the Tender specification.
- iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.
- v) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TANGEDCO Limited.
- vi) In case of tenderers participating on the strength of Exception Categories, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.
- vii) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TANGEDCO.
- viii) In case of tenderers participating on the strength of PEMD, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.

SECTION- II

BID QUALIFYING REQUIREMENTS

SPECIFICATION.NO. CE- 139 /2021-22/NCTPS-I

The Bidders shall become eligible to bid on satisfying the following Bid Qualification Requirements and uploading of the required documentary evidences.

1)	The bidder should have Carried out Dismantling, Supply and Erection of cast basalt pipeline for Slurry system to a minimum of 15 Kms or Supply and Erection of Fly Ash collection System including pipelines and flanges of Ash handling plant within the last Ten years from the date of tender opening in Thermal Power Stations of TANGEDCO/ PSU/OSEB/Govt. Organization/Govt. Undertaking unit in India, in their own name for a value of not less than Rs.6,47,00,000/- (Rupees Six Crores forty seven lakhs only) in a single order.
2)	The Bidder should furnish along with offers, the Performance certificate for the above System for satisfactorily in service for a minimum period of 2 (Two) years. In case the bidder has executed the order to TNEB/TANGEDCO the Performance certificate from end user will be obtained by tender inviting authority.
3)	The bidder should have Tippers- 2 Nos & Crane -1 No with valid RC in their own name. Valid attested documents should be enclosed.
4)	The bidder should have annual turnover of more than Rs.6.47 Crores during any one of the last three financial years (2018-19, 2019-20 & 2020-21). The bidder shall upload the attested copy of audited Balance sheets duly certified by Chartered Accountant for all the above three financial years.
5)	The bidder must have visited the site for ascertaining the prevailing site conditions before quoting the tender and get the signature of the concerned field Officer and the proof should be enclosed along with the tender.
6)	Joint Venture / Consortium agreement/ Sub Contract agreement will not be considered.
7)	Documentary evidence in support of all the above requirements for items (1) to (4) attested by Gazetted officer or Notary Public should necessary be enclosed along with the offer.

NOTE TO BQR:

1. Documentary evidences in support of all the above BQR criteria duly attested by the Gazetted officer or the Notary public shall necessarily be **UPLOADED**.
2. In the event of documents uploaded against the above tender being found to be bogus or the documents contain false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders / contracts in TANGEDCO, TANTRANSCO & TNEB LIMITED.
3. The experience as the main contractor shall only be considered for satisfying the experience criteria specified in the BQR and the experience as a sub contractor shall not be considered for the purpose and the offer of such tenderers shall be summarily rejected.
4. The offer of the bidders who have **stated to be previous suppliers** of TANGEDCO/TNEB will be considered for further evaluation, even though they have not uploaded copies of Purchase Orders or End user certificate etc., after ensuring with concerned Purchase Orders placing authorities.
5. i) Attested previous P.Os of other than TANGEDCO / TANTRANSCO/TNEB shall necessarily be uploaded with relevant end user certificates.
ii) Inspections reports / supply complete on reports of the P.Os towards end user certification will not be considered. There should be specific remarks on the performance of the supply made.
iii) In case of dealership certificates, valid scanned and attested copy shall be uploaded.

Sd/xxxxxx

CHIEF ENGINEER/NCTPS-I, (FAC)

SECTION- III

REJECTION OF TENDER

- A) Tender will be summarily rejected if ,
- 1) Received by Post / Courier/ E-mail and any other mode other than e-submission.
 - 2) Received with EMD in **Any other mode of payment other than NEFT/RTGS/Account transfer/Bank Guarantee.**
 - 3) Not accompanied by the requisite EMD or proof of EMD exemption.
 - 4) Not accompanied with attested copies of evidences for meeting the **bid qualification requirement.**
 - 5) Does not meet Bid Qualification Requirement.
 - 6) Received from any blacklisted firm or contractor.
 - 7) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
 - 8) Offer is made for the part of the materials and not the whole of the material covered under the specification, may be rejected
 - 9) The documents furnished with the offer being found to be bogus or the documents contain False particulars.
 - 10) Not accompanied with tender sample if requested and not in conformity with TANGEDCO's technical specification.
 - 11) Received from a tenderer who is directly or indirectly connected with Government service or TANGEDCO Service or service of Local Authority.
 - 12) Price is indicated in Techno-commercial bid
 - 13) Offer received from joint venture/consortium
 - 14) Incomplete and evasive offer.
 - 15) Not in the prescribed Form & Procedure
 - 16) From the approved tenderer, whose permanent EMD is not adequate for this tender.

B) Tender is LIABLE for rejection if,

- 1) received without GSTIN NUMBER
- 2) Not in conformity with TANGEDCO's technical Specification and commercial terms
- 3) With validity period less than that specified in the specification.
- 4) If Questionnaire as per **schedule F** and Tender Acceptance letter as per **schedule G** are not duly filled and signed by the tenderer.
- 5) Not containing all required particulars as per schedule A to H.
- 6) Not accompanied with descriptive literature and Pamphlet of the material along with the offer.
- 7) Bidder should produce EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be uploaded or otherwise their tender will be liable for rejection. (Implementation of EPF & Misc. Prov. Act 1952).

SECTION- IV
GENERAL TERMS AND CONDITIONS

1.0. THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998:

- 1.1 The Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 1.2 THE TENDERERS WHO DO NOT FULLFILL THE "BID QUALIFICATION REQUIREMENT" AS PER SECTION-II NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.
- 1.3 The terms 'tenderer', 'supplier', 'contractor' refer to Bidder. The terms 'Purchaser', 'Board' 'TNEB' refer to TANGEDCO.

2.0 SCOPE OF SUPPLY:

2.1 The Scope includes **Supply of 16,044 Metres and Erection of 15,672 Metres Cast Basalt Lined MS pipes after dismantling the existing worn-out damaged cast basalt lined pipes of Ash Slurry Disposal Pipe Line No.1,4,&5** at NCTPS-I Stores, Chennai 600 120.

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

3.0 SUBMISSION OF TENDER OFFER:

- 3.1 The tenderer is expected to examine all instructions, Schedules and Annexure 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.

4.1 SUBMISSION OF TENDERS:

- 4.1.1. The Tender Offer consisting of Schedules-B to I should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him/ her to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
- 4.1.2. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him/her to do so, Certified copies of which shall be enclosed.
- 4.1.3. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 4.1.4. The tenderer should furnish the GSTIN numbers in the offer.

4.2 QUESTIONNAIRE FILLING

A Questionnaire is appended as Schedule - F in this specification for Bid Qualification Requirements, Commercial and Technical details. It is obligatory on the part of the tenderer to furnish all details as per the "Questionnaire".

4.3. Modifications/Clarifications to Tender Documents:

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

- 4.3.2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Chief Engineer/NCTPS-I/Chennai will clarify the same.
- 4.3.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/ NCTPS-I/Chennai on the clarifications will be final and binding on the Tender.
- 4.3.4 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 4.4. All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.
- 4.5. **QUOTATION OF RATES:**
- 4.5.1. Rates should be quoted in integers.
- 4.5.2. Offers giving lump sum price, without giving their breakup as per details required in the Price Schedule-A shall be liable for rejection.
- 4.6. **PRINTED TERMS AND CONDITIONS IN TENDERS:**
- Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances.
- 4.7. **INCOMPLETE TENDERS:**
- Tender, which is incomplete, obscure or irregular is liable for rejection.
- 4.8. **AMBIGUITIES IN CONDITIONS OF TENDERS:**
- In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 4.9. The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 4.10. Tenderers shall bear all costs associated with the participation in the e- Tender and the purchaser will in no case be responsible or liable for these costs.
- 4.11. No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
- 4.12. The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, telephone and Fax Nos. etc. in their tenders so as to arrange inspection by the TANGEDCO, if considered necessary.
- 4.13 **DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**
- The prices quoted should be on FOR Destination basis for delivery at Central Stores / NCTPS-I/ Chennai-120
- 5.0. **TENDER OPENING (under Two part system):**
- 5.1.OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):
- The Tender offer except price Bid will be opened electronically at 14.30 Hrs. on the date notified, at the Office of the Superintending Engineer/ Purchase and Administration, North Chennai Thermal Power station – I, Chennai-600 120, through <https://tntenders.gov.in/nicgep/app>. Tenderers need not to visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

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

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

5.3 If the last date set for submission of e-tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.

6.0. **INFORMATION REQUIRED AND CLARIFICATIONS:**

- 6.1. In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of their offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 6.2. The TANGEDCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 6.3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
- 6.4. Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANGEDCO for rejection of their offer. The TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANGEDCO.

7.0. **EVALUATION AND COMPARISON OF THE TENDER OFFERS:**

- 7.1. **The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.**
- 7.2. **The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.**
- 7.3. **For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:**
 - * **The rate of CGST, SGST, and IGST as applicable shall be indicated in the offer along with HSN code.**
 - * **The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + P&F+ Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.**
 - * **Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.**

Note: The lowest tenderer will be arrived based on the total evaluated rate for both Supply and Erection charges.

7.4 **Any technical clarification / Negotiation raised by TANGEDCO should be replied within 48 hours from the receipt of letter.**

8.0. **VALIDITY:**

- 8.1. The tender offer shall be kept valid for acceptance for a period of 90 days from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 8.2. Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TANGEDCO.

9.0 **RIGHTS OF THE BOARD:**

9.1 **Rights to reject the tenders:**

- 9.1.1. After negotiation with the Tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.
- 9.1.2. The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

Notwithstanding anything contained in this Specification, the TANGEDCO reserves the rights:

- a). To recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
 - b). To cancel the orders for not keeping up the delivery schedule.
 - c). To vary the delivery period based on the requirement and contingencies at the time of placing the order.
 - d). To accept the lowest eligible tender.
 - e). To reject any or all the tenders or cancel without assigning any reasons thereof.
 - f). To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.
 - g). To award the work for Ash Slurry Disposal lines separately to each agency at rate for timely completion of work of all the 3 lines to comply the NGT's timeframe.
 - h). To split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the public interest. TANGEDCO may award split orders matching the lowest rate negotiated so as to issue of orders to different bidders for different lines to expedite the works parallelly.
- 9.2. The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.
- 10.0. **DEVIATIONS:**
- 10.1. The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

11.0. **BAR OF JURISDICTION:**

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

12.0. **APPEAL:**

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

13.0. **TENDER DOCUMENT:**

- 13.1. "All the intending e-tenderers are informed that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by such tenderers will be forfeited in addition to blacklisting them for future tenders/ contracts in TANGEDCO" and also cancelling the award of contract issued to them."

14.0 Registration of Vendors in the IMS online portal:

The vendors shall register in the IMS online portal for online Bill processing system.

The Digital based Statutory Compliance Service Audit will be integrated with the online Bill processing system. All the contract bills which consist of the work portion will be processed only after the Statutory Compliance Clearance Certificate of the Online Compliance Service Providers.

The bidder should obtain the labour license so as to comply with the Contract Labour (Regulation & Abolition) Act 1970 and Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983 for registration of vendors in the IMS online portal.

SECTION – V
COMMERCIAL TERMS AND CONDITIONS

1.0 SCOPE

The Scope includes **Supply of 16,044 Metres and Erection of 15,672 Metres Cast Basalt Lined MS pipes after dismantling the existing worn-out damaged cast basalt lined pipes of Ash Slurry Disposal Pipe Line No.1,4,&5** at NCTPS-I Stores, Chennai 600 120.

2.0 LOCATION:

The materials required for the use in the North Chennai Thermal Power Station-I located near Athipattu Pudhu Nagar, Chennai – 600 120, Tamil Nadu.

3.0 COMPLETENESS OF TENDER :

The tender offer should be complete with all details of illustrative and descriptive literature drawings, test reports etc., of the materials offered. Information regarding the country of manufacture, origin of materials used in the manufacture of the equipments should be furnished. In case of “equivalent” specification offered the tenderers shall furnish the complete technical details of the materials offered with make, model No. etc

In order that the tenders may receive full consideration the whole information asked for in the accompanying schedules and elsewhere together with relative leaflets, literature, drawings, etc., must be supplied by the tenderer.

Tenders not containing the complete details as above are liable for rejection.

4.0 ROYALTIES FOR PATENTS:

4.01 All Royalties for patents or charges for the use of infringement thereof that may be involved in the construction or use of any equipment or appliance to be supplied against this specification shall be included in the tender prices. The contractor shall protect the purchaser against all claims, action, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the contractor other than for the purpose indicated by or reasonably to be inferred from the specification.

4.02 A quality plan will have to be furnished by the successful tenderer at the time of finalizing of tender, as applicable.

5.0 VALIDITY OF THE TENDER:

5.01 Tenders shall be kept valid for acceptance for a minimum period of 90 days from the date of opening. However the tenderer shall keep their offer open till such time his tender is either accepted or rejected by TANGEDCO/ competent Authority. Any extension thereof should also be given if requested by TANGEDCO without revision of prices and terms in the bid.

5.02 Tenders with less validity period will be liable for rejection.

Note:- All information in the Bid shall be in ENGLISH only. Errors and other changes shall be attested by the persons signing the Bid.

6.0. PRICE:

6.1. The Tenderer's are requested to quote FIRM price in Indian Rupees only.

6.2. The Tenderer's shall quote the Ex-works price for supply and price for Erection works, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to North Chennai Thermal Power Station Store / Chennai, Tamil Nadu. A format for price schedule is given in Schedule 'A'.

- 6.3.1. The Freight and Insurance charges shall be applicable for delivery to North Chennai Thermal Power Station Store / Chennai, Tamil Nadu
- 6.3.2. The above breakup details should be clearly indicated in the Schedule-A and in the absence of which the offer shall be liable for rejection.

6.4. **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

The Tenderer shall indicate the Permanent Account No. issued by the Government of India, Income Tax Department and GSTIN number of the firm and should enclose the same with the Tender.

The L1 bidder shall furnish the declaration in respect of passing of ITC benefit as per sec 171 of CGST Act as rebate in the price offered. In the event of L1 bidder, specifying the ITC benefit as Nil, the same shall be supported with certificate from chartered accountant. A format of declaration will be as stipulated by TANGEDCO.

6.5. **Goods and Services Tax: (GST)**

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

6.5.2 The TANGEDCO has been registered as a dealer under GST Act 2017 and Registration no **33AADCT4784E1ZC, ARNAA330617106413K.**

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.

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

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

6.5.4. 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.

7.1 **THE COMPLIANCE OF EPF ACT**

1. Since North Chennai Thermal Power Station is covered under the EPF Act, the Contractor who desires to take up works contracts for and inside the premises of NCTPS- I is required to comply with all the relevant provisions stipulated in the EPF & MP Act.
2. The Contractor should take separate EPF main code number. The EPF main code Number can be obtained from the Assistant Provident Fund Commissioner, Chennai.
3. The workers engaged by the contractors should have EPF – UAN Number (Universal Account Number).
4. 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 Act in respect of the actual workers engaged for the specified works.
5. The Contractor shall submit necessary returns to the EPF organization with in the stipulated time as required under the said EPF & MP Act.

6. The Contractor shall produce the proof of payment of contributions both Employer's and Employee's contributions made to EPF Organization in order to claim the works bill for the respective works. The works bill should be claimed only after ensuring the remittance of both the employer's and employee's PF contributions by the contractors.
7. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF Act in respect of the execution of the tendered work.
8. In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP 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.
9. TANGEDCO will not reimburse the Employer Contribution towards EPF under any circumstances and contractor has to absorb it in the price offered.
10. The provision of the Pradhan Mantri Rojgar Protsahan Yojana (PMRPY) Scheme is "Government of India will pay the full employer's contribution (EPF and EPS both) as admissible from time to 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.
11. The contractors shall remit the EPF contribution separately (by separate Challan) for each and every work.
12. Shall mention the acceptance order / formal order reference number in the remarks column of the ECR Challan (Electronic Challan Cum Return) of the EPF and to submit the same.
13. Shall submit the payment confirmation receipt (the Payment confirmation date is mandatory).
14. Shall submit the combined Challan of Account No.1, 2, 10, 21 & 22.

7.2 THE COMPLIANCE OF ESI ACT

1. Since North Chennai Thermal Power Station-I is covered under the ESI Act, the Contractor who desires to take up works contracts for and inside the premises of NCTPS-I is required to comply with all the relevant provisions stipulated in the ESI & MP Act.
2. The Contractor should take separate ESI main code number.
3. The Contractor shall be responsible for the payment of necessary ESI both Employer's and Employee's contributions and for the payment of necessary Employee's contributions of ESI as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
4. The Contractor shall submit necessary returns to the ESI Corporation within the stipulated time as required under the said ESI Act.
5. 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 works bill for the respective works. The works bill should be claimed only after ensuring the remittance of both the employer's and employee's ESI contributions by the contractors.
6. 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.
7. 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.

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 he shall indemnify the Tamil Nadu Generation and Distribution Corporation against any claim for damages for injury to person or property resulting from any such accident and shall also where the provisions of workmen's compensation act apply take steps to properly insure against any claim there under by way of accident, risk, insurance, demand for all purposes of relief, failing the same or otherwise, Contractor alone will be responsible to meet the compensation awarded under the said act.

8. The Contractor should satisfy the field Superintending Engineer that 'Accident Risk Insurance Policy' is taken before taking over the site for taking up the work and also to satisfy the field Superintending Engineer, that the policy/ policies is/ are kept in force till the contract is completed and the works are taken over by the TANGEDCO, on the issue of completion certificate.
9. Shall to submit the Monthly Contribution Challan Form (Transaction status field – completed successfully is mandatory).
10. Shall submit the contribution history of the respective months.
11. Shall submit the month wise statement duly signed with seal, 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

12. 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.
13. 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 NCTPS-I is charged by the officials of the Inspector of Factories 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 NCTPS-I will be discharged from liability under this Act, in respect of such offence.
14. The contractor shall furnish the undertaking towards ESI & EPF in Rs.80/- stamp paper as in the enclosed Annexure for this work while claming the Part Bill / Final Bill.

NOTE:

1. **Employer contribution towards EPF and ESI are not payable by TANGEDCO to the contractor.**
2. **Bidder should produce EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be uploaded or otherwise their tender will be liable for rejection. (Implementation of EPF & Misc. Prov. Act 1952)**

8.0 Provision of IT Clause (194 Q) of IT Act:

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

The provisions of this section shall not apply to the transactions on which tax is deductible under any other provisions of the Income Tax Act 1961 and also on the transactions in which Tax is collectible under the provisions of Section 206C.

On Purchase of goods/materials, TANGEDCO shall have the primary and foremost obligation to deduct Tax at source and no Tax shall be collected on such transaction u/s 206C (1H). TDS u/s 194Q is also applicable on the advance paid on the purchase of the goods.

The above provisions come into effect from 01.07.2021 onwards, and hence no TCS u/s.206C (1H) has to be paid by TANGEDCO on purchase of goods. Accordingly, TANGEDCO will deduct TDS u/s.194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 lakhs.

It is mandatory for the bidder to submit a declaration format in Annexure-VI to determine the applicability of the TDS u/s206 AB.

8.1) Applicability of GST TDS :

The TDS under GST will be deducted at the time of payment or accounting in the books of accounts whichever is earlier. Once the taxable value of contract exceeds Rs.2,50,000/-, then each and every invoice on that contract shall be subjected to the TDS under GST irrespective of value of such invoice.

Taxable Supply means supply of goods or services or both which is leviable to tax under GST. Thus, TDS under GST is to be deducted only on the Taxable supply of goods or services or both and not on Exempt supply (supply of any goods or services or both which attracts nil rate of tax or which may be wholly exempt from tax under section 11 of the CGST/ SGST Acts or under section 6 of the IGST Act) and non-taxable supply. Similarly, TDS under GST rate need not be applied on GST component in the invoice. TDS under GST is also applicable for suppliers/ contractors registered under composition scheme also.

8.2) TDS under GST is also applicable in the following cases:-

- * Bills of supplier for advance payment.
- * Amount of retention from the bills of supplier.
- * Supply of goods or services or both by supplier registered under GST as Composition dealer.

Thus Gross value of invoice (Except GST portion) shall be taken while applying TDS under GST rate.

8.3). Value of Supply for Deduction of TDS :

For the purpose of deduction of tax specified above, the value of supply shall be taken as the amount excluding the central tax, state tax, union territory tax, integrated tax and cess indicated in the invoice i.e., without including the amount of GST charges in the bill.

9.0 DUES TO TANGEDCO

Amount due from the supplier to TANGEDCO for the default in any other previous purchase orders will be adjusted from the pending payments against the purchase order placed on the supplier under this specification, which may please be noted.

10.0 EXTENT OF RESPONSIBILITY OF THE TENDERER:

The tenderer is responsible for safe packing and forwarding the materials to site with transit insurance. He should include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. He will also make good the loss of materials in transit if any and arrange to claim insurance based on the report by the TANGEDCO. The tenderer is responsible for safe delivery of the equipments at the site in good conditions.

11.0 PAYMENT :

Payment for supplies against this specification shall be made as below:-

11.01) With in the delivery period:

95 % of all inclusive price (including GST) will be **paid within 90 days** and acceptance of materials at NCTPS-I Stores in good condition **and completion of erection works** at the given location with the concurrence from the concerned Superintending Engineers, on submission of bills along with following documents.

- i) DD/BC/BG/Electronic Mode of payment towards Security Deposit or SD cum Performance guarantee
- ii) Test Certificate approval
- iii) Guarantee Certificate
- iv) Proof for payment of GST
- v) PAN & GST No.
- vi) Bank account details for making online payment by TANGEDCO.
- vii) Certificate of EPF/ESI
- viii) Proof for payment of EPF/ESI

Payment will be made on receipt of materials along with above documents, approval of Test Certificate and Erection work completion certificate.

Balance **5%** of all inclusive prices of the materials and Erection charges including GST will be paid within a reasonable time after completion of entire work (that is supply of entire ordered quantity and completion of erection and commissioning of all the items) and closure of the purchase order.

11.02) Beyond the delivery period :

95 % of all inclusive price (including GST) will be paid within 90 days after receipt of materials in good condition at NCTPS-I stores against submission of bills along with the above documents mentioned in the clause 15.0 after deducting LD and other recoveries if any. payment will be made on receipt of materials along with above documents, approval of Test/Inspection Certificate, approval of Sample and approval and acceptance of belated supply and completion certificate from the concerned division.

11.03) In the event of TANGEDCO failing to release the payment within the stipulated time frame simple interest for the delayed payment shall be paid by TANGEDCO at the SBI three months MCLR rate for the delayed period beyond 90 days. The simple interest will be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the date of issue of PO. The date of PO will be taken as base date to ascertain the interest date.

Balance **5%** of all inclusive prices of the materials and Erection charges including GST will be paid within a reasonable time after completion of entire work (that is supply of entire ordered quantity and completion of erection and commissioning of all the items) and closure of the purchase order.

11.04) For the delayed payments if any, the TANGEDCO will not pay any interest on any account.

11.05) The bills shall be sent in duplicate to Accounts Officer/NCTPS-I, Chennai-120. The Payment shall be made by Cheque on any one of the Scheduled Banks or its branches in Tamil Nadu as may be decided by the TANGEDCO from time to time. Exchange commission for issue of Bank draft will be to the account of the supplier.

11.06) Offers agreeing to the above TANGEDCO's terms of payment will be preferred. TANGEDCO may reject the offer with other terms of payment.

11.07) Claiming of payment against Proforma Invoice/delivery or payment for the material supplied without completing erection and Commissioning will not be considered.

11.08) Letter of credit payments will not be accepted in respect of indigenous supply.

11.09) No payment will be made against document negotiated through Bank.

11.10) No payment will be made until Test/Inspection Certificates approved by the TANGEDCO.

11.11) No payment will be made for materials damaged or broken during transit.

11.12) If the supplier despatches the materials without the prior approval of competent authority and without communication of the same to consignee, and if any demurrage or wharfage or both are incurred by the purchaser, it will be debited to the supplier.

11.13) The supplier shall bear any expenditure arising out of unapproved despatches.

12.0 ADVANCE PAYMENT:

No advance payment will be given. Tenders insisting on advance payment are liable for rejection.

13.0 DELIVERY :

Supply : Four months for all the lines

Erection & commissioning : 45 days from the date of handing over of site excluding the period of non –availability of LC from TANGEDCO.

- 1) However, you are requested to advance the delivery period to the maximum extent possible as the materials are urgently required for our works.
- 2) If the guaranteed delivery period is not kept up, the liquidated damages specified in Clause - 15.0 will be enforced. The TANGEDCO Limited is at liberty to alter the delivery date on the lesser side to suit its needs as and when necessity arises during the pendency of contract. The acceptance of this clause should be specifically confirmed in the tender.
- 3) If the materials are delivered after the due date of delivery, the materials will be accepted subject to the following conditions.
 - a) There should be no declining trend in prices.
 - b) Payment will be released as per the recent purchase order rate or lowest rate obtained during the recent tenders opened subject to levy of Liquidated Damages.
 - c) TANGEDCO Limited reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this specification.
- 4) TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept

- up, without any further notice to the supplier.
- 5) To ensure sustained power supply without any interruption, TANGEDCO reserves the right to place orders among more than one tenderer.
 - 6) The actual date of receipt of each material with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
 - 7) The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
 - 8) Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.

14.0 FORCE MAJEURE:

- 1) If at any time during the continuance of the contract the performance in whole or in part or if any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, Strikes, Lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restriction or other acts of God (here-in-after referred to as eventuality) then provided notice of the happening of any such eventuality is given by the tenderer to the TANGEDCO within 15 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be at entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non performance or delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.
- 2) 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 TANGEDCO may at its option to terminate the Contract by notice in writing.

15.0 LIQUIDATED DAMAGES:

- 15.01) The Delivery period given in clause Delivery shall be guaranteed by the supplier/Contractor under the following "Liquidated Damages Clause "If the contractor fails to supply the items/materials with the time specified in the contract / or any extension thereof, the purchaser shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract price of the undelivered items / materials of each completed week of delay. The total liquidated damages shall not exceed Ten percent (10%) of the contract price of the units/materials so delayed. . The GST on Liquidated damages if applicable will also be deducted while making payment. The date of receipt of materials at NCTPS-I Stores will be reckoned as date of delivery for deciding LD for delay in supply. It should be the supplier's responsibility to arrange for inspection, dispatch etc. in time to keep up the delivery schedule.
 - a) Liquidated damages will also be levied for quantity not supplied as is done for the delayed supplies.
 - b) LD will be levied for delay in replacement / repair of defective / damaged equipment.
 - c) Even if, there is any delay in delivery of sample, LD will be imposed on the bulk supply.
 - d) Incase, the supply effected in part, could not be beneficially used by the TANGEDCO, (Due to such incomplete supply), Liquidated damages should be worked out on the basis of entire order value only, and not on the value of delayed portion.

15.02) LIQUIDATED DAMAGES for erection portion:

If the Contractor fails in the due performance of this contract within the time fixed by the contract or any extension thereof, and the TANGEDCO shall have suffered any loss from the delay occasioned by such failure, the Contractor is liable, at the discretion of the Engineer and the LD for delay in execution shall be Half Percent (0.5%) of the contract price of the delayed portion for each completed week of delay and the total liquidated damages shall not exceed Ten Percent (10%) of the contract price of the work portions so delayed. The GST on Liquidated damages if applicable will also be deducted while making payment. If the works executed in part could not be beneficially used by TANGEDCO, the LD shall be worked out on the basis of the entire contract value and not on the value of Delayed portion. In addition to this, the provision regarding levy of penalty for slow progress of work and delay for not

keeping up the interim and final completion period specified for various milestone activities as stipulated in the General Conditions of Contract in Tamil Nadu Building Practice for civil works would apply. In case of default in executing the work, the contractor is liable to pay to TANGEDCO in addition to liquidated damages for delay, the actual difference in price whenever TANGEDCO orders the delayed works to be executed by other agencies at higher rate. The Engineer shall be at liberty to terminate this contract in case the contractors slows down the works, abandons or does not use then quality materials. Seven days notices in writing shall be served to contractor in this regards which will lead to even the termination of the contract without prejudice to recover the amount due either from the amount through this contract or other contracts.

15.03) The TANGEDCO will also be at liberty to cancel the order / contract if the supply is not completed within the accepted delivery period notwithstanding the liquidated damages applicable to the belated supplies and quantity outstanding to be supplied as on the date of cancellation.

15.04) If supplies or services to be rendered against the contract are made by the supplier beyond the period of delivery stipulated in the purchase order and they are accepted by the TANGEDCO such acceptance is without prejudice to the TANGEDCO's right to levy liquidated damages for the delay in supply.

15.05) It should be noted if a contract is placed on the higher tenderer in preference to the lowest acceptable offer in consideration of offer of earlier delivery, the said contractor will be liable to pay the TANGEDCO the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies / works in terms of such contract within the delivery period specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.

15.06) The tenderers failing to execute the order placed on them to the **satisfaction of the TANGEDCO**, the TANGEDCO shall recover from the successful tenderer, as Liquidated damages a sum equal to 10% of the contract price besides the forfeiture of Security Deposit.

15.07) If there is any downward trend in prices on account of belated supplies, the Successful tenderer have to accept the same with a levy of liquidated damages, for belated supplies.

15.08) The suppliers are liable to pay the **amount of loss** sustained by the TANGEDCO in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TANGEDCO under the terms and conditions of contract and in the event of placing orders for such quantities on some others at a higher price.

15.09) The **defaulting contractors** will be liable to pay to the TANGEDCO in addition to Liquidated Damages for delay and forfeiture of Security Deposit, the **actual difference in price** wherever TANGEDCO orders the delayed quantity to be supplied by other agencies at a higher cost. This is without prejudice to other rights under the terms of contract.

16.0) **MATERIALS AND WORKMANSHIP:**

- 1) All materials, equipments and spare parts thereof shall be new, unused and originally coming from manufacturers' plant to the destination stores. Those including used, rebuilt or overhauled materials/equipments will not be accepted.
- 2) All the materials shall be of the best class and capable of satisfactory operation in tropics with humid atmospheric conditions, without distortion or deterioration. No welding, filling or plugging of defective, parts will be permitted without approval in writing of the TANGEDCO's Engineers. Unless otherwise specified they shall conform to the requirement of the appropriate British or Indian Standards .
- 3) The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice.
- 4) The whole of the work shall be of the highest class throughout well finished and approved make. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service **and of resisting rough handling during**

transport.

- 5) The equipments should be designed to facilitate inspection and repairs and to ensure satisfactory operation under atmospheric conditions prevailing at site and under sudden variations of load and voltages as may be met with under working conditions in the system including those due to faulty synchronizing and short circuits within the rating of the apparatus.
- 6) The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment.
- 7) All the equipments should operate without undue vibration and with the least practicable amount of noise.

17.0 RAW MATERIALS :It is the responsibility of the tenderer to make his own arrangements to procure the necessary raw materials required for the manufacture.

18.0 INTERCHANGEABILITY : All similar materials and removable parts of similar equipments shall be INTERCHANGEABLE with each other.

19.0 MAXIMUM WEIGHTS AND DIMENSION OF PACKINGS:

- 1) Packing may be according to manufacturer's standard practice.
- 2) The contractor is responsible for informing himself of (i) the facilities that exist for road and railway transport to site (ii) maximum weights and size of packages conveyed by railway and (iii) Crane, lifts etc., available at the Railway Stations or destination.

20.0 TEST CERTIFICATE:

- a) Material Test certificate i.e., chemical composition and mechanical properties of the material should be tested and furnished with relevant IS standards in Government /Government accredited laboratory or OEM (original Equipment Manufacturer) Test Certificates conforming to relevant ISS, with concerned approval / registration Nos. and certificates, as called for in the specification. The testing method and test result with reference limits, etc. shall be furnished in the test certificate.
- b) The functional tests/physical tests/ routine tests whichever as applicable shall be furnished for transformers, motors, breakers, gauges, valves and mechanical & electrical equipments. The tests shall be as per relevant IS standards or as per OEM standards, indicating the details of tests carried out, test results with reference limits as per standards.
- c) If applicable, relevant valid Type test certificates duly attested by gazetted/ notary public officer shall be produced.
- d) For bearings, manufacturer's original Pre Despatch Inspection Certificate for all the ordered bearings should be produced. If it is an imported bearing, the certificate of origin should be produced along with the Pre Despatch Inspection Certificate.
- e) The above Test certificate as applicable should be furnished in triplicate along with sample/Bulk supply for scrutinizing and approval. The costs towards the Test shall be in bidder's scope.
- f) The entire material will be rejected if the test results are not satisfactory.
- g) After the supply of material, whenever required, the sample portion of the materials will be tested departmentally through Government Lab likewise, if required the functional tests will be carried out to ascertain the genuineness, If any discrepancy is found , suitable penal action will be taken and any other losses/damages including Testing charges will be levied.

21.0 GUARANTEE:

- 1) The materials to be supplied against this tender are guaranteed for **18** months from the date of receipt of materials at site or **12** months from the date of commissioning whichever occurs later subject to overall guarantee period of **24** months from the date of receipt under normal service and maintenance conditions against manufacturing defects and workmanship. A guarantee certificate should be enclosed along with the bill/Proforma Invoice.
- 2) Any defects noticed during the above period shall be rectified by the supplier free of charge to TANGEDCO within 60 days on receipt of instruction from the purchaser.
- 3) The incidental expenses, transport and freight charges for the replacement of defective materials within the guarantee period may also be borne by the supplier.
- 4) A written guarantee guaranteeing the TANGEDCO against any defects in the materials supplied or in the Workmanship should be furnished along with the each bills for payment. This should be operative for the period of 24 months from the date of receipt of materials at site in good condition. Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified/replaced free of cost within two (2) months on receipt of intimation from the purchaser on such defects or failures. If they are not rectified or replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted along with the bills themselves.

22.0) SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- 1) The successful tenderer will have to pay 5% of the purchase order value (inclusive of all taxes and duties) in the form of electronic mode of payment or Demand Draft or Banker's Cheque payable in favour of SE/P&A/NCTPS-I. The SD should be remitted within 30 days from the date of receipt of Purchase order and in the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order will be cancelled. Further, the order will be made to L2 tenderer. The belated payment of security deposit shall not be accepted. The SD amount will not carry any interest.
- a) For value of Purchase order exceeding Rs.10 Lakhs, SD cum PG shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's Cheque or pay order or Irrevocable Bank Guarantee. Bank Guarantee should be obtained from the Banks mentioned in clause (23.0)
- 2) The Security Deposit cum Performance Guarantee furnished shall be towards proper fulfillment of the contract as well as towards performance guarantee of the materials supplied. In case of BG, the SD cum PG shall be valid/ extended for the entire period of Guarantee.
- 3) The Security deposit cum Performance Guarantee against this contract will be released to the contractor only if the contract is completed to the satisfaction of the purchaser. If, the purchaser incurs any loss or damage on account of the breach of any of the clauses mentioned above or any other amount arising out of the contract becomes payable by the successful tenderer to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the Security Deposit cum Performance Guarantee and such amount that is appropriated will not be refunded to the successful tenderer.
- 4) The Security deposit cum Performance Guarantee furnished in the form BG shall be returned after the expiry of the guarantee period. If the SD cum PG is furnished in the form of Demand Draft/ Banker's cheque or pay order the same shall be refunded after expiry of the guarantee period. If during the above period, any of the materials supplied are found to be defective in

material or in workmanship, the same shall be rectified or replaced at destination at free of charges.

23.0)BANK GUARANTEE EXTENSION:

In the event of furnishing Bank Guarantee towards security deposit, the validity of the bank guarantee if required shall have to be kept live till completion of Guarantee period.

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

23.1 BANK GUARANTEE:

All Bank Guarantee should be furnished in Non-judicial stamp paper value of Rs.80/- and obtained only from

- a) Nationalised Bank.
- b) Non Nationalised scheduled Bank
- c) Branches of Foreign Banks in India.

24.0 INSPECTION:

Material to be inspected by field at NCTPS-I stores, before acceptance of the materials.

25.0 JURISDICTION FOR LEGAL PROCEEDINGS:

No suits or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court save in the Civil court of Chennai or the court of small causes in Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case, any part of the cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts of Chennai City, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of cause of action might arise within the jurisdiction of such courts.

The bidder shall furnish an undertaking for legal proceedings as per the format in Annexure –II in a non judicial stamp paper of Rs.80/- agreeing to the above condition along with their offer.

26.0 ARBITRATION:

TANGEDCO will **not accept** arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract **shall not be subject to arbitration** under the provision of Arbitration Act 1996 or any other enactment in replacement thereof in the event of any dispute between the parties.

27.0 DESPATCH OF EQUIPMENTS:

It is the contractor's responsibility to deliver the materials / equipment to site. Materials can be brought to site by road also. The dispatch intimation may however, be given to the Stores Officer/NCTPS-I/Chennai-120 with intimation to the Superintending Engineer/P&A/NCTPS-I/Chennai-120.

28.0. LOSS OR DAMAGE:

1. External damages or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 3 months from the

date of receipt of materials. In either case, the damages or defective materials should be replaced at free of cost to the TANGEDCO as per clause (29)

2. If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account require the supplier to replace the defective goods, free of cost.

3. Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.

4. In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, Excise duty and Sales Tax (if payable) and other charges payable thereof will be paid only proportionate to the value of materials received in good condition, unless the damaged goods or short supplies are made good free of cost by the suppliers.

5. For all legal purposes, the materials shall be deemed to pass into the TANGEDCO Ltd's ownership at the destination Stores, where they are delivered and accepted.

29.0. REPLACEMENT OF DEFECTIVE, DAMAGED MATERIALS:

1. Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgment. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages at the rate of (0.5%) half percent value (all inclusive price of such material for each completed week of delay subject to maximum of (10%) Ten percent for the delay from the date of receipt of intimation of the defects or damages.

2. In the event of supplies being received damaged or short at the destination stores, the cost of such materials will be paid only proportionate, to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost to the TANGEDCO Ltd by the supplier.

3. If during the period of supply, it is found that goods already supplied are defective in materials or workmanship or do not conform to the Specification or are unsuitable for the purpose for which they are purchased then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on the account or require the contractor to replace the defective goods free of cost.

4. Similarly, if during the guarantee period stipulated under Guarantee clause subsequent to the date of receipt of the goods, any of the goods be found defective in materials or workmanship, or do not conform to the rate contract or are unsuitable will be open to the purchaser either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and required the contractor to replace the balance or pay compensation to the extent of the loss sustained by the purchase on that account.

5. Notwithstanding any other remedies available, the purchaser shall be entertained to dispose off the defective / damaged materials in "as is where is condition" without further notice, if the contractor /

supplier fails to rectify the defect and / or replace the damaged materials and / or fails to remove defective/damaged materials within two months period as per PO terms, from the date of receipt of intimation from the purchaser, TANGEDCO Ltd reserves right to dispose of such materials. This is without prejudice to the imposition of Liquidated Damages, Ground rent, forfeiture of security deposit etc.

30.0 DRAWING:

- 1) The tenderers should submit with his tender dimensioned General arrangements drawings for the equipments offered. Illustrated and descriptive literature also should be enclosed, if necessary.
- 2) Any approval given to the detailed drawings by the purchaser shall not relieve the contractor of the responsibility for correctness of the drawing and in the execution of the works in accordance with the terms of the specification.

31.0 RECOVERIES OF DUES:-

The TANGEDCO is empowered

- a) To recover any dues against this contract in any bills / Security Deposit / Earnest Money Deposit due to the successful tenderer either in this contract or any other contracts with TANGEDCO/TNEB.
- b) To recover any dues against any other contract of the successful tenderer with TANGEDCO/TNEB, with the available amount due to the successful tenderers against this contract.

32.0 INSURANCE:

The successful tenderer should effect insurance of all materials, being supplied by them through any of the nationalized insurance companies at their cost. The Bidder's acceptance or otherwise to this clause should be specifically stated in the tender. The insurance should cover Transit Insurance. The damages, if any, during transit to be reported within 30 days of receipt of materials. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance under-writers/carriers.

33.0 .FAILURE TO EXECUTE THE CONTRACT:

- 1) Successful tenderer failing to execute the order placed on them to the satisfaction of the TANGEDCO under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TANGEDCO, consequent to the placing of fresh orders elsewhere at higher rate, ie, the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages.
- 2) Further to imposing of LD, E.M.D. and S.D. paid by the firm will be forfeited as per terms of Purchase order. Their poor performance will be recorded for future tenders/contracts in TANGEDCO. Their name will be blacklisted after due notice.
- 3) In the event of the documents furnished with the offer being found to be bogus or the documents containing false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO, TANTRANSCO & TNEB LIMITED.

34.0 POWERS TO TERMINATE THE CONTRACT:

In the event of Non-fulfillment and lack of diligence, the contract will be terminated and the Security Deposit/SD cum PG and Earnest Money Deposit will be forfeited. In that circumstance, TANGEDCO reserves the right, to arrange some other agency for the execution of this contract.

35.0 BAR OF JURISDICTION:

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

36.0 LIMITS OF CONTRACT:-

Equipment furnished shall be complete in every respect with all mounting, fittings, fixtures and standard accessories normally provided with such equipment and / or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. All similar Standard components / parts of similar standard equipment provided, shall be interchangeable with one another.

37.0 SAFETY CONDITIONS:-

1. All the relevant personal protective equipments like safety helmets, safety shoes, safety belts, 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 to be ensured for proper usage by their workers without fail.
2. Proper welding machines with accessories, good & sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials etc., should be used. Proper earthing shall be provided wherever necessary.
3. 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 cigarette, beedies etc., inside the power house premises.
4. The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the power house premises.
5. No workmen below the age of 18 year should be engaged by the contractor for any works and no women workers shall be allowed to work in night hours except between 6AM and 5PM inside NCTPS.
6. The work should be done carefully by observing all safety precautions. The Contractor is advised to take utmost care for the protection of their men and materials. No compensation will be paid by TANGEDCO on account of any accident to men (or) loss of materials. Any accident occurred should be reported to the officer in charge immediately in writing in the prescribed format in accordance with the Factories act, 1948.
7. The works have to be executed only in the presence of supervisors engaged by the contractor as well as the department personnel.
8. More care has to be taken during the execution of works at higher elevations, and confined spaces.
9. The contract workmen should not open the fire hydrants for taking bath etc.
10. comprehensive insurance policy or coverage should be taken for each & every contract worker, while attending any work in the plant.
11. 24 volt test lamp should be used while attending works in the confined spaces like inside the boiler, trench, duct etc.
12. Any job, carried out at higher elevation above 2 meter, workers should wear safety belts.
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 or under the workmen compensation Act 1923, or any other statute in force during the period of contract/ and to undertake steps properly to insure against any claims there under.

14. On the occurrence of accident which may result in the death of any workman employed by the contractor or which is due to the contract work and so serious as to be likely to result in the death of any such workman, the contractor shall within 24 hours of happening of such accident intimate in writing the fact of such accident to the Superintending Engineer/ Operation, NCTPS, who is the Factory manager and such officers required by the provision of the workmen compensation Act. The contractor shall indemnify resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any payable by TANGEDCO as a consequence of Tamil Nadu Generation and Distribution Corporation Limited's failure to give notice under the provision of the said act or other wise to confirm the provision of such act in regard to such accident.
15. In the event of accident of which compensation may become payable under workman compensation act VII of 1923 and subsequent amendment thereof whether by the contractor or by the Tamil Nadu Generation and Distribution Corporation Limited as principal employer, it shall be lawful for the Superintending Engineer to retain out of the money due and payable to the contractor such sum or sum of money as may be in his opinion be sufficient to meet such liability.
16. The contractor should furnish the copies of FIR, Post mortem report in case of fatal accidents and Medical fitness certificates in case of other accidents immediately. The contractor should proof of having paid the compensation as fixed by the Deputy Commissioner of Labour in accordance with the provisions of the Workmen compensation act.
17. The contractor shall possess valid Labour License in accordance with the Contractor Labour act 1970 and the interstate migrant workmen act 1979. The contractor shall not engage workers exceeding the maximum number of workmen specified in the License.
18. 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 NCTPS 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 NCTPS will be discharged from liability under this Act, in respect of such offence.

38.0. NON-ASSIGNMENT:

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

39.0. ELECTRICITY RULES:

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

SECTION -VI

TECHNICAL TERMS AND CONDITIONS

1.0 SCOPE: This specification covers **Supply of 16,044 Metres and Erection of 15,672 Metres Cast Basalt Lined MS pipes after dismantling the existing worn-out damaged cast basalt lined pipes of Ash Slurry Disposal Pipe Line No.1,4,&5** packing and delivery to site, unloading at site and transit insurance of materials required for North Chennai Thermal Power Station-I.

2.0 It is not the intention of this specification to specify completely herein all details and design and fabrication of materials. However, the materials offered shall conform in all respects to high standards of Engineering and workmanship and be capable of performing in continuous commercial operation up to vendor's guarantee in a manner acceptable to the purchaser who will interpret the meaning of specification and shall have the power to reject any materials, which in his judgment are not in full accordance therewith.

3.0 MATERIAL TECHNICAL SPECIFICATION- Refer Schedule – A

4.0 DRAWING :-

4.01) The tenderers should submit with his tender dimensioned General arrangements drawings for the equipments offered. Illustrated and descriptive literature also should be enclosed.

4.02) Any approval given to the detailed drawings by the purchaser shall not relieve the contractor of the responsibility for correctness of the drawing and in the execution of the works in accordance with the terms of the specification.

5.0 CODES& STANDARDS

5.01) The design, manufacture and performance of subject material shall comply with the requirements of the latest edition of codes and standards.

5.02) In the event of conflict between the codes and standards referred to on the specification and requirement of this specification, the requirement of specification will govern.

6.0 DESIGN AND PERFORMANCE REQUIREMENT:

6.01) The bidder shall submit the design and performance data of the materials offered in relation to **Schedule - A** along with the bid for evaluation.

6.02) The material shall be designed and manufactured in accordance with the best Engineering practice and shall be sent as, has been proved to be suitable for the intended purpose.

7.0 INSPECTION, EXPEDITING AND TESTING:

The PURCHASER/OWNER will carry out inspection, expediting and testing during and after its manufacturer through the agency of the ENGINEER/CONSULTANT to ensure quality control and prompt deliveries and the MANUFACTURER, will provide the necessary access and facilities. Expediting will cover vendor data submission, ordering of raw materials, production, planning, manufacture, testing and shipment. Inspection will be carried out as per a schedule agreed with the MANUFACTURER, at several stages commencing from inspection of raw materials up to final testing before release of shipment. The inspecting and testing will also cover equipment supplied by the SUB-VENDORS. Inspection by the ENGINEER/CONSULTANT shall not relieve the VENDOR of the responsibilities for furnishing equipment conforming to the specification.

8.0 PACKING AND FOWARDING:

8.01) The responsibility for properly packing the equipment shall be that of the manufacturer. The requirement for packing and marking of equipment have been generally specified in standard specification entitled "Marking and Transport Instructions" and specifically given in the purchase order.

8.02) All test/Inspection certificates must be endorsed with sufficient information to identify the material or equipment to which the certificates refer, and must carry in the top right hand corner the identification of OWNER/PURCHASER and the CONTRACT.

9.0 MARKING AND TRANSPORT INSTRUCTIONS:

All packages shall be clearly, legibly and durably marked with uniform block letters (preferably with water proof paint) ON

AT LEAST THREE SIDES WITH:

- a. Destination address as communicated
- b. PO/Contract No.
- c. Dimensions
- d. Net and Gross Weights
- e. Sign showing slinging and sling position
- f. Any handling and unpacking instructions, if considered necessary
- g. Sign showing 'side up'
- h. Sign showing 'fragile' marks in case of delicate equipment.
- i. Identification mark relating them to the appropriate shipping documents considered necessary
- j. In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.

10.0 TRANSPORT:

10.01) No material shall be despatched without prior consent of the OWNER/PURCHASER or his representative.

10.02) The SUPPLIER/CONTRACTOR shall intimate the ENGINEER/ CONSULTANT in writing the probable date when the materials shall be ready for dispatch, at least 3 weeks in advance. Copies of the packing list shall also be sent along with the advance intimation.

10.03) In the event of the SUPPLIER/CONTRACTOR proposing to deliver the materials in component or sub-assembly form, he shall furnish full particulars of the quantity and approximate size of each items. All sub-assemblies shall be match-marked to facilitate assembly at site. The equipment/ Materials shall be unloaded at Destination Stores/Sites by the supplier at free of cost.

SECTION VII

GENERAL CONDITIONS

1.0.COMPLETION OF WORKS:

The time of completion shall be as per the clause 13.0 under Section V of this Specification provided always that if in the opinion of the Engineer, the completion of work shall be delayed by the order of the Engineer or any altered, modified, substituted or additional works or materials or by the order of the works or materials to be omitted by any strike or lockout of any workmen employed by the Contractor or by causes directly due to him or by the Contractor not being given the possession of the site or any part thereof, whether under the power herein contained or otherwise or by any non-performance or work or non-supply of materials to be performed or supplied by the TANGEDCO or by the Contractor not receiving any orders, instructions or directions in time or by the suspension of the works, or by fire, flood, exceptionally bad weather, tempest, storm or by or from unforeseen circumstances (and whether the same shall be due to any act or omission of the TANGEDCO or his agents or those in their respective service or not), the Engineer shall, if in his uncontrolled discretion shall think whether forthwith or at any later time and from time to time notwithstanding that the prescribed or extended time for completion has expired or that the works have been completed, by writing under his hand extend the time for the completion of works to such date as he shall appoint. Provided always, that unless the Contractor makes a written application to the Engineer on or before the time when the cause of delay is occurring or about to occur and unless the time is extended by the Engineer, the prescribed time shall not be extended notwithstanding delays from the forgoing or any other causes of whatsoever kind.

The Contractor should see that one of their sales and service technologist would be periodically supervising and extending technical support during the course of execution of the contract.

2.0. SUB-LETTING:

No part of the contract shall be sublet without prior written permission of the TANGEDCO nor shall transfer to be made by Power of attorney authorizing others, to receive payment on Contractor's behalf.

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

- a) The Contractor should fulfill strictly all the conditions as stipulated in the contract labour (Regulation and abolition) Act, 1970 and the rules made there under.
- b) The Contractor should take out a license at his cost, under section 12 of the above said act within the specified period as mentioned by the Management/ Principal employer at the time of awarding the contract.

3.0. SUPPLY OF COMPRESSED AIR:

The contractor has to make his own arrangement for the compressed air required for the work at his cost.

4.0. POWER SUPPLY :

Power supply will be provided to the contractor from the nearest available TANGEDCO's power supply point, for the contractor's offices & stores on chargeable basis as per the prevailing rate. Free power supply for the works will be provided to the nearest point available. The contractor should make his own arrangement to extend the power to the area of work and also maintain such extension lines at his cost.

5.0. LIABILITY FOR ACCIDENTS TO PERSONS:

The Contractor shall indemnify and save harm to the TANGEDCO against all sections, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by person employed by the Contractor or his sub-contractor on the works whether under the general law or under the workmen's compensation Act 1923, or any other statute in force on the date of the contract, dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under.

On the occurrence of an accident which results & in the death of the workmen employed by the Contractor or which is due to the contract work and of so serious as to be likely to result in the death of any such workmen, the Contractor within 24 hours of happening of such accident intimate in writing to the concerned Engineer and such officers required by the provision of the Workmen's Compensation Act the fact of such accident. The Contractor shall indemnify TANGEDCO against all loss or damage sustained by TANGEDCO resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by TANGEDCO as a consequence, of the TANGEDCO's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.

In the event of any claim being made, or action brought against the TANGEDCO involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under clause, the Contractor shall be immediately notified thereof, and he shall with the assistance, if he so require, of the TANGEDCO but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the TANGEDCO shall, at the expense of the Contractor, afford all available assistance for any such purpose.

In the event of an accident in respect of which compensation may become payable under Workmen's Compensation Act VII of 1923 and any subsequent amendment thereof whether by the Contractor, or by TANGEDCO, as principal it shall be lawful for the Engineer to retain out of money due and payable to the Contractor such sum or sums of money as may be in the opinion of the said Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under this clause and will not be subject to any arbitration.

Liability for damage or loss to third party including inspection officers due to act of the Contractor or his sub-contractor connected with the execution of the contract shall be fully borne by the Contractor. The Contractor shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the Workmen's Compensation Act. All cases of accidents or injuries shall be reported to the Engineer with all the full details required for the settlement under the Workman's Compensation Act.

The Contractor should report about all accidents within 24 hours to the Assistant Engineer of TANGEDCO in the preliminary accident form. He should furnish other particulars such medical certificates, wage particulars, fitness, etc., in due course without delay.

6.0. LIABILITY FOR DAMAGE TO WORKS OR PLANTS:

The Contractor shall during the progress of the work properly cover up and protect the work and plant from injury by exposure to the weather and shall take every reasonable proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the Contractor or his workmen or his sub-contractors and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the Contractor and to the reasonable satisfaction of the Engineer. Such loss or damage happen to units of works or plant or materials failing outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the Contractor to the satisfaction of Engineer.

In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the TANGEDCO be made good by the Contractor in like manner but at the cost of the TANGEDCO at a price to be agreed between the contractor and the TANGEDCO and the TANGEDCO shall pay to the Contractor the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.

Until the work shall be deemed to be taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the TANGEDCO in respect of all damage or injury to any person or to any property of the TANGEDCO or of others occasioned by Act of the Contractor or his work men or his sub-contractors or by defective design, work or material but not due to cause beyond his reasonable control. Provided that the Contractor shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the TANGEDCO not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the TANGEDCO or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the Contractor has not control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

7.0.CONTRACTOR TO INFORM ENGINEER FOR ARRANGEMENTS FOR EXECUTION OF WORK:

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

8.0. SUNDAY WORK:

No work of any description shall be carried out on Sundays and other important National Holidays without the knowledge and formal sanction in writing of the Engineer.

9.0. SUSPENSION OF WORK:

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

No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failure or any causes beyond the control of TANGEDCO and for prearranged shutdowns in electricity supply for which prior notice may be given.

10.0. INSPECTION OF WORKS:

All requisite scaffolding, shoring, timbering and pathways shall have perfect supports. Care must be taken to ensure the safety of work, people and the Contractor shall comply with such instructions as the Engineer may issue to ensure such safety. The Contractor will be responsible for any damage or injuries to persons and properties resulting from ill erected scaffolding defective pathways and ladders or during under water exploration and erection or otherwise arising out of his default in this respect.

11.0.REDOING OF IMPERFECT WORK:

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

12.0.MATERIALS BROUGHT TO THE SITE WORKS:

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

13.2. The TANGEDCO shall have a lien on such materials tools and tackles for any sum or/ sums which may at any time prior to the completion of the works be due or owing to him by the Contractor under in respect of or by reason of the contract and TANGEDCO shall be at liberty to sell and dispose of any such materials, tools and tackles and in such manner as he so thinks fit and to apply the proceeds in or towards the satisfaction of such sum or sums so due or owing as aforesaid.

13.0. CONTRACTOR TO KEEP INVENTORY OF PLANT ETC:

The Contractor shall prepare and maintain an inventory of all materials, temporary rolling stock, plant purchased or hired for employment or for any of the purposes of this Contract and such inventory or a copy thereof shall at all times be available for inspection by the Engineer, on the completion of the contract, all such materials, rolling stock and plant as shall have been hired shall be removed forthwith by the Contractor returned to the parties from whom the same have been hired.

14.0. TOOLS AND PLANTS FOR THE EXECUTION OF THE CONTRACT:

All tools and plants, equipment and tackle required for the complete execution of the contract shall be arranged for by the Contractor only at his own cost. The Contractor, may however, specify in his tender the terms under which or concessions, if any, that would require for procuring and using the tools and plant and equipment on the work except those that are to be supplied on hire or free of charge.

15.0. COMPLETION CERTIFICATE:

As and when the whole of the work shall have been completed to the satisfaction of the Engineer and in accordance with this contract, he shall give to the Contractor the 'Completion Certificate' and thereupon the TANGEDCO shall take over the work. Provided always that the Engineers shall in his discretion be at liberty from time to time certify, that a part of the work has been completed to his satisfaction and in accordance with this contract and there upon the TANGEDCO shall take over that part of the works included in such certificates.

16.0. NEGLIGENCE:

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

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor and the Contractor fails to make good the deficit, the said materials, tools, tackles, construction plant, or other things which are the property of the Contractor may be seized and sold by the TANGEDCO and the proceeds applied towards the payment of such differences and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale, shall be paid by the Contractor on the certificate of the Engineer, but when all expenses, costs, and charges incurred in the completion of the work are paid by the Contractor, all such materials, tools tackle, or other things remaining unused to be removed by the Contractor. The actual difference in price where ever the TANGEDCO gets executed through other agencies at a higher rate is payable by the contractor to TANGEDCO.

17.0. DEATH, BANKRUPTCY ETC:

If the Contractor, shall die or commit any act of bankruptcy or being a Corporation commence to be wound for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the Estate of the Contractor or any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the TANGEDCO and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out this contract subject to his or their providing such guarantee as may be required by the TANGEDCO but not exceeding the value of the work for the time being remaining un-executed. In the event of stoppage of the works, the period of the option under this clause shall be fourteen days only. Provided that, should the above option be not exercised, the contract may be terminated by the TANGEDCO by notice in writing to the Contractor, and the same power and provisions reserved to the TANGEDCO in the proceeding clause on the taking of the work out of the Contractor's hands shall immediately become operative.

18.0 MEASURING, VALUING AND VERIFYING BY ENGINEER:

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

19.0. CLEANING UP:

Upon completion of the work, the Contractor shall remove from the vicinity of the work all, rubbish, unused materials, and other materials, belonging to him or used under his discretion, during painting and in the event of his failure to do so, the same will be removed by the TANGEDCO, and the relevant expenditure recovered from the Contractor.

20.0. WASTE MATERIALS:

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

21.0. NOTICES: HOW TO BE GIVEN:

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

22.0. SAFETY, SECURITY AND LIGHTING:

Except as hereinafter provided, the Contractor shall unless otherwise specified be responsible for the proper fencing, guarding, lighting around the works area to avoid accidents. Similarly proper security arrangement shall be made by the contractor during stormy weather and high tide conditions of the sea to avoid any loss of property and life. Necessary temporary road ways, foot ways and guards for the above shall be provided by the contractor.

23.0. HEALTH AND SANITARY RULES FOR WORKERS:

The Contractor's special attention is invited that he is required to provide at his own expenses the following amenities to the satisfaction of the Engineer at site.

24.0. FIRST AID:

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

25.0. DRINKING WATER:

Water of good quality fit for drinking purposes shall have to be provided for the workers.

26.0. CANTEEN:

The canteen facility already available in NCTPS I on chargeable basis may be utilized.

27.0. PRECAUTION DURING WORKING:

The contractor should take all precautions necessary and as specified by the Engineer for works. He should at his expenses provide helmets for all the workmen working. Any special precautions that may be required by the Acts of Rules of the Tamil Nadu Government from time to time shall also be taken by the contractor at his own cost. During inclement weather, the contractor shall protect from injury all works already in progress, just then completed. Should the work be suspended by reason of rain, strikes lockouts or any other cause, the contractor shall take all precautions necessary for protection of works and make good, at his own expense, any damage arising from any of these causes.

28.0. EMPLOYMENT OF CONTRACT LABOUR:

The contractor should fulfil strictly all the conditions as stipulated in the contract labour (Regulation and Abolition) Act 1970 and the rules made there under. The Contractor should take out license under Section 12 of the above said Act, within the specified period as mentioned by the Management/ Principal Employer at the time of awarding the contract.

The contract shall be terminated if the Contractor fails to obtain a license under Section 12 of the contract labour (Regulation and Abolition) Act 1970 within 30 days of award of contract.

As per the Contract Labour Rules 1975, the Contractor should disburse the wages of the contract labours in the presence of authorized representative of the Principal Employer and it should be certified that the amount so paid as wages by such representatives as furnished below:

"Certified that the amount shown in Column No. has been paid to workmen concerned in my presence." The wages of contract labour should not be less than that of minimum wages prescribed by the Minimum Wages Act for Contract labour.

29.0. ILLUMINATION:

Adequate illumination is to be provided by the Contractor at his cost. Wherever any works are carried out at night, the area of works to be illuminated adequately by flood lights. The voltage of hand lamps is to be reduced to 24 V AC and suitable transformers & Switch boards have to be installed at the Contractor's expenses.

For power supply to worksites, Contractor's offices and stores, the Contractor has to provide his own distribution system at his own cost from the points of take-off from the nearest mains provided by the TANGEDCO. The Contractor shall construct and maintain at his own expenses the necessary circuit for distributing the power in order to provide voltages regulations.

30.0. COMMUNICATION FACILITIES:

The Contractor shall install, maintain and operate such other communication and signal facilities as are necessary for the safe and efficient execution of the work. All such communication and signal facilities shall be subject to the approval of the Engineer. Authorized employees of the TANGEDCO shall have free use of such facilities installed by the Contractor for the transmission of official messages.

31.0. SPECIAL CONDITIONS TO BE FOLLOWED REGARDING ENVIRONMENTAL ANGLE:

The labourers should be instructed to follow Thermal Station rules. Any failure to observe and obey these rules will be a serious offence and the labour will be expelled from worksite.

SECTION-VIII

GENERAL CONDITIONS (STATUTORY COMPLIANCES)

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)

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

1.0 CONTRACT LABOUR REGULATIONS :

- (i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
 - (a) Name and situation of the work.
 - (b) Contractor's name and address
 - (c) Particulars of the Department for which the work is undertaken,
 - (d) Name and address of sub-contractors as and when they are appointed.

- (e) Commencement and probable duration of the work.
- (f) Number of workers employed and likely to be employed.
- (g) 'fair wages' for different categories of workers.
- (h) Number of hours of work which shall constitute a normal working day:-
 - (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
 - (ii) Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
 - (a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - (b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
 - (c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
 - (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
 - (iv) Employment Card : The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
 - (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
 - (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - (a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

- (vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--
- (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex.
 - (d) Age.
 - (e) EPF UAN number
 - (f) ESI number
 - (g) Aadhaar number
 - (h) Nature of accident and cause of accident.
 - (i) Time and date of accident.
 - (j) Date and time when admitted in hospital.
 - (k) Date of discharge from the hospital.
 - (l) Period of treatment and result of treatment.
 - (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (n) Claim required to be paid under Workmen's Compensation Act.
 - (o) Date of payment of compensation.
 - (p) Amount paid with details of the person to whom the same was paid.
 - (q) Authority by whom the compensation was assessed.
 - (r) Remarks.

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

- (viii) Preservation of Registers : The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
- (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
- (x) Disposal of amounts recovered from the Contractor : The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.

- (xi) Welfare Fund : All moneys that are recovered by the Engineer-in-Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
- (xii) Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.
- (xiii) Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in-Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
- (xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.
- (xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

2.0 Compliance of EPF& MP Act, 1952:

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

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

3.0 Compliance of ESI Act 1948 :

- (a) The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.

- (b) The contractor should have a separate ESI main code number.
- (c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- (e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work.
- (g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TANGEDCO & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO & TANTRANSCO.
- (h)
 - (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
 - (ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.
 - (iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

4.0 Statutory Compliance Clearance Certificate:-

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

5.0 The Building and Other construction Workers Act:- (other than the circle/station registered under the Factories Act)

- (a) The contractor should obtain the Registration certificate under the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the Competent Authority (the Joint Director/Industrial Safety and Health (BOCW)).
- (b) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996.

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

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

7.0 Wages:-

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

8.0 EPF Documents to be Produced for Claiming Bills:-

- (a) The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.
- (b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)
- (c) The combined Challan of Account No. 1,2,10,21& 22 should be submitted.
- (d) All the documents should duly signed with seal by the contractor.

9.0 ESI Documents for While Claiming Bills:-

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

S.No	IP.No	IP.Name	No. of days	Wages	IP Contributions
------	-------	---------	-------------	-------	------------------

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

10.0 Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020.

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

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

New Forms:

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

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

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

12.0 SAFETY CONDITION:-

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- (v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- (vi) If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.
- (vii) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.
- (a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
- (b) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

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

- (i) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- (b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- (ii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-
 - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (iii) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

- (iv) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
- (a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- (b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
- (c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
- (d) The Contractor is not exempted from the operation of any other Act or Rule in force.

Schedule - A

Technical Specification

SPECIFICATION.NO. CE-139 /2021-22/NCTPS-I

Sl. No.	Material Description	Quantity
I	Supply of 16,044 Metres and Erection of 15,672 Metres Cast Basalt Lined MS pipes after dismantling the existing worn-out damaged cast basalt lined pipes of Ash Slurry Disposal Pipe Line No.1,4,&5.	
1	Supply Portion Cast Basalt Lined Pipe of 6m length and OD 406mm having one end plain other end having flange. (As per drawing enclosed- 1 sheet)	891 Nos
2	Cast Basalt Lined Pipe of 6m length and OD 406mm having both end flange. (As per drawing enclosed- 1 sheet)	1,783 Nos
3	Erection Portion Erection of Cast Basalt lined pipes for ASDL No.1,4 & 5	15,672 Mtrs
II)	Destination	NCTPS-I Stores,
III)	General Standards required along with Technical Bid	Technical specification of offered material.

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION:

COMPANY NAME:

Sd/xxxxxx

CHIEF ENGINEER/NCTPS-I

SCHEDULE – B
PRICE SCHEDULE

DOWNLOAD THE BOQ(EXCEL SHEET), QUOTE THE PRICE & UPLOAD

SPECIFICATION NO. CE-139 /2021-22/NCTPS-I

Sl. No.	Material Description	Qty	SUPPLY PORTION			ERECTION PORTION		GST in % (Applicable for total Transaction value (a + b + c + d + e)
			Ex-works price in Rs.	P&F Charges on Ex-works price in %	F&I on Ex-works price in %	Labour	Consumables	
			(a)	(b)	(c)	(d)	(e)	(f)
I	Supply of 16,044 Metres and Erection of 15,672 Metres Cast Basalt Lined MS pipes after dismantling the existing worn-out damaged cast basalt lined pipes of Ash Slurry Disposal Pipe Line No.1,4,&5.							
1	Supply Portion Cast Basalt Lined Pipe of 6m length and OD 406mm having one end plain other end having flange.	891 Nos						
2	Supply Portion Cast Basalt Lined Pipe of 6m length and OD 406mm having both end flange.	1,783 Nos						
3	Erection Portion Erection of Cast Basalt lined pipes for ASDL No.1,4 & 5	15,672 Mtrs						

Note:- 1. In the above Basic price column, only the Unit Price (per No/Mtr) for each item/ portion shall be indicated.

2. While quoting the rates the bidder shall indicate the Account Code for all the tendered items as per GST Act.

3. L1 bidder shall be determined by comparing the combined value of all inclusive rate for Supply, Erection & commissioning of 16,044 Metres Cast Basalt Lined MS pipes including dismantling the existing worn-out damaged cast basalt lined pipes quoted by each bidder, subject to provision under clause 7.0 of section IV of Tender Specification. (As a whole).

COMPANY SEAL

SIGNATURE:

DATE

DESIGNATION:

COMPANY NAME:

Sd/xxxxxx

CHIEF ENGINEER/NCTPS-I

SCHEDULE – 'C'

DEVIATION FROM TECHNICAL SPECIFICATION

All Technical Deviation from the Specification shall be filled in by the Tenderer, Clause by Clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer hereby certify that the above mentioned are the only deviations from the technical Specifications and confirms to the specification in all other aspects.

Company Seal:

Signature :
Designation :
Company :
Date :

SCHEDULE – 'D'

DEVIATION FROM COMMERCIAL TERMS AND CONDITIONS

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

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:

Signature :
Designation :
Company :
Date :

SCHEDULE – E

BIDDER EXPERIENCE

The Bidder shall furnish here a list of similar supplies executed by him to whom a reference may be made by the purchaser in case the purchaser considers such a reference is necessary.

Sl. No.	Name and address of the organization	Description of materials	Po. No. and Date	Value of order in Rs.	Date of completion of order

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION :

COMPANY NAME :

SCHEDULE-F

QUESTIONNAIRE FORM

INSTRUCTIONS:

- (a) Strike off, whichever is not applicable.
- (b) Separate sheets should be used, wherever necessary:

Sl. No.	PARTICULARS	Bidder's Response
1.	Name & Address of the Firm / Company a) Registered Office	
	b) Factory / works Address	
	c) Fax No.	
	d) E-mail id	
	e) GSTIN No.	
	f) PAN No.	
2.	Name, Designation & Address of the person signing the tender	
3.	EARNEST MONEY DEPOSIT	
	a) Mode of payment (tick whichever is applicable)	<u>NEFT / RTGS/Account transfer/ BG</u> Rs. /-
	b) If exempted, i) State whether the bidder is SSI/NSIC/Udyam Registration holder	YES/NO
	ii) Whether Reference of documentary evidence with necessary attestation towards exemption uploaded	YES / NO
	iii) State the Validity Period of the Registration	YES / NO
	iv) Whether Attested copies of Financial Statements to ensure the Status of Micro / Small Enterprises for extending exemption is uploaded	YES / NO
4.	BID QUALIFYING REQUIREMENTS	

	i) whether copies of relevant previous purchase orders uploaded	YES / NO
	ii)whether copy of End user certificate for satisfactory performance of materials uploaded	YES / NO
	iii)whether copies of evidences for Annual turnover uploaded	YES / NO
	iv) whether the above evidences are attested by Notary Public/gazetted officer	YES / NO
5.	VALIDITY	
	Whether your offer is valid for a period of 180 days from the date of opening of commercial/technical bids	YES / NO
6.	PRICE	
	i) Whether the price quoted is FIRM for a period of one year from the date of receipt of contract.	YES / NO
	ii) Whether the following break ups for the quoted Unit Price have been mentioned in Schedule-B of the Specification	
	A)MATERIAL PORTION	
	Basic Price per Unit	YES / NO
	Packing & Forwarding Charges on basic price	YES / NO
	Freight & Insurance Charges on basic price	YES / NO
	B)Labourand Consumable charges	YES / NO
	GST in percentage	
	SAC Code No.	SAC Code:
	Note: The above break-up details should be furnished clearly without any ambiguity failing which the offer is liable for rejection	
7.	PAN, GSTIN, EPF & ESI	
	i)whether proof of PAN number uploaded	YES / NO
	ii)whether proof of GSTIN number uploaded	YES / NO
	iii)whether proof of EPF code number uploaded	YES / NO
	iv)whether proof of ESI code number uploaded	YES / NO
8.	TECHNICAL SPECIFICATION	
	Whether the materials offered are exactly as per technical specification (Schedule –A) and drawings if any, of the tender specification. Deviation or Nil deviation should be mentioned in Schedule “C”	YES / NO
9.	COMMERCIAL TERMS	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION V OF TENDER SPECIFICATION	
	a) Payment terms (clause 14.0)	YES / NO

	b) Delivery Period (clause 16.0)	YES / NO
	c)Liquidated Damages (Clause 18.0)	YES / NO
	d) Test Certificate (clause 23)	YES / NO
	e) Guarantee (clause 24)	YES / NO
	f) Security Deposit cum performance guarantee (clause 25)	YES / NO
	g) Jurisdiction for legal proceedings (clause 28.0) (whether Necessary Undertaking uploaded)	YES / NO
	Deviation or Nil deviation should be mentioned in Schedule "D"	
10.	TENDER ACCEPTANCE LETTER	
	Whether Tender acceptance letter as per Schedule G signed with company Seal on letter head and uploaded in the technical Bid	YES / NO
11.	UNDERTAKING FOR PAYMENT OF DUES TO TANGEDCO	
	Whether Undertaking for payment of dues to TANGEDCO <u>in Non-Judicial Rs. 80/- Stamp Paper</u> as per Annexure IV uploaded	YES/NO
12	Declaration FORM as per Schedule -H	YES/NO

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY
(Affix seal of the company)

UNDERTAKING

I, _____, Sole proprietor of M/s. _____, hereby state that the details given in the above questionnaire form are correct to the best of my knowledge and I agree to abide by all your tender terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY
(Affix seal of the company)

SCHEDULE-G

TENDER ACCEPTANCE LETTER

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

To be given on Company Letter Head)

To,
The Chief Engineer,
NCTPS-I,
Chennai-120.

Date: -----

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender: -----

Dear Sir,

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

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

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

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

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

SCHEDULE-H

Specn No: CE - 139/2021-22/NCTPS-I

DECLARATION FORM

To

The Chief Engineer,
North Chennai Thermal Power Station,
Chennai-600120.
Ph: 044-27950051
Fax No.:044-27950074.

Dear Sirs,

Having examined the above Specification together with the accompanying schedules and annexures etc., we hereby offer to manufacture and supply the equipments / materials covered in this Specification at the rates entered in the attached schedule of prices.

We hereby guarantee the particulars entered in the schedules attached to the Specification.

In accordance with security deposit cum Performance Bank Guarantee clause 22.0, Section – V, of the Specification we agree to furnish security cum Performance Bank Guarantee to the extent of 5% of the total value of the contract.

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

Yours faithfully,

PLACE:

SIGNATURE:

DATE:

DESIGNATION:

COMPANY SEAL:

COMPANY:

ANNEXURE – I

BANK GUARANTEE FOR EMD

(B.G for EMD shall be executed on Non judicial stamp paper of Rs. 100/-)

Beneficiary:-----

Date:-----

Bid Guarantee No:_____

We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) for the **Supply of 16,044 Metres and Erection of 15,672 Metres Cast Basalt Lined MS pipes after dismantling the existing worn-out damaged cast basalt lined pipes of Ash Slurry Disposal Pipe Line No.1,4,&5** - Under Open e-tender/Two part system at North Chennai Thermal Power Station-I, Chennai, Tamil Nadu.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the bidder, we (name of the Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures)_____(amount in words) _____ upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions ,because the Bidder:

a) has withdrawn its bid during the period of bid validity specified by the Bidder in the Form of Bid; (or)

b) having been notified of the acceptance of its Bid by the Employer during the period of validity (i) fails or refuses to execute the Contract Form, if required, or ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

This guarantee will expire:(a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to upon the instruction of the Bidder and (b) if the bidder is not successful Bidder, upon the earlier of (i) our receipt of copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty eight days after the expiration of the Bidder's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC publication No 758.

Signature

With seal of the Bank
(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)

ANNEXURE - II

FORMAT FOR UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

in Rs.80.00 Stamp paper

**THIS DEED OF UNDERTAKING EXECUTED AT ----- ON THIS THE
----- BY Messers.....**

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

TO AND and in favour of **TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**, a subsidiary of TNEB Limited, formed on 1st November 2010 under section 131 of the Electricity Act of 2003 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002, herein after called the **"TANGEDCO"** (which expression shall where the context so admits mean and include the successors – in – office and assigns).

WHEREAS the TANGEDCO has called for acceptance of jurisdiction of legal proceedings.

NOW THIS UNDERTAKING WITNESSETH that No suits or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court save in the Civil court of Chennai or the **court of small causes in Chennai**. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case, any part of the cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts of Chennai City, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of cause of action might arise within the jurisdiction of such courts.

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

In the presence of Witnesses :
(With Name, Signature and complete address)

1.

SIGNATURE :

NAME IN BLOCK LETTERS :

SEAL OF THE COMPANY :
2.

ANNEXURE - III

BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

(In a Non - Judicial - Rs.80/- Stamp Paper)

THIS DEED OF GUARANTEE made on this day of only by the Bank of..... (Branch name & address) (herein after called "the Bank") to and in favour the TANGEDCO, a company registered under companies Act, 1956 having its office at NPKRR Maaligai, Electricity Avenue, 144, Anna salai, Chennai – 600 002, herein after called the " Corporation " (which expression shall where the context so admits mean and include the successors in office and assigns " having its Registered Office at Anna Salai, Chennai - 2 represented by the CHIEF ENGINEER / _____ / _____ / _____ (hereinafter called "The Purchaser").

WHETHERAS Messrs.(hereinafter called "The Contractor") have by virtue of the contract entered into with the purchaser as per P.O. No..... Dt. agreed with the purchaser to In accordance with the terms and conditions contained therein:

AND WHEREAS in accordance with the terms of the contract in P.O. No. dt. The contractor has to pay a sum of Rs...../- (Rupees.....only)towards combined Security Deposit cum Performance Guarantee from a Nationalised Bank.

AND WHEREAS the contractor has requested the purchaser to accept bank guarantee in lieu of combined Security Deposit cum Performance Guarantee for a sum equivalent to 5% (Five percent) of the Value of the Contract for the satisfactory performance of the Contract.

AND WHEREAS the Bank has at the request of the Contractor agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in P.O. No..... dt..... or in the letter Dt.....

NOW THIS DEED WITNESSES AS FOLLOWS:

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

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs...../- (Rupees..... only) PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Purchaser.

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

3.The guarantee herein contained shall remain in force till the terms and conditions of the P.O. No..... dt..... have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after expiry of

4.The bank further agrees with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the bank hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance of the contract by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said contractor and to forbear or to enforce any of the terms and conditions

relating to the said contract and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said contractor or by reasons of any for -bearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or thing what - so - ever which under the law relating to sureties would but for these provisions have the effect of so relieving than bank.

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

6. The expressions 'Bank', 'Contractor' and 'purchaser' herein before used shall include their respective successors and assigns.

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

In the presence of witnesses:

1.

Signature with seal of the Bank
(Name in Block letters)
2.

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

ANNEXURE - IV

(In Non-Judicial Rs 80 Stamp Paper)

UNDERTAKING FOR PAYMENT OF DUES TO TANGEDCO

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE

.....Day of.....By Messrs.....

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

TO AND IN FAVOUR OF

"The **TANGEDCO** a company registered under the provisions of the Companies Act, 1956", having its office at 144, Anna Salai, Chennai – 600 002, herein after called the "**CORPORATION**" (Which expression shall where the context so admits mean and include the successors – in – office and assigns).

WHEAREAS the TANGEDCO has called for an undertaking from the Tenderer empowering the TANGEDCO to recover the dues if any.

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

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

COMPANY SEAL

SIGNATURE OF THE TENDERER:

NAME:

DESIGNATION:

DATE:

ANNEXURE - V

INDEMNITY BOND AND CERTIFICATE FOR EPF/ESI

The contractor should indicate and produce the following certificate with list (Annexure) of employees employed by them for the works of the month and their contribution towards EPF/ESI.

EPF Code No. of the firm;

ESI Code No. of the firm:

ANNEXURE

Sl. No.	Name with fathers name of the labour engaged	Wages paid in Rs.	EPF Amount Paid			ESI amount paid		
			Employer contribution	Employee contribution	Date of payment	Employer contribution	Employee contribution	Date of payment

Summary:

- 1.Date of payment made to the employee.
- 2.Date of payment for EPF/ESI subscription along with the copy of challan.

Certified that I have remitted the monthly subscription of EPF/ESI (both employers and employee) to all the workers employed by me in TANGEDCO/NCTPS for works, for the month of

Certified that all necessary returns to the EPF/ESI organization have been submitted within the stipulated time as required under the said EPF/ESI & MP Act 1952.

Certified that the employer contribution of the mentioned workers has not be claimed at any organization (or) TANGEDCO.

INDEMNITY BOND:-

Agree to comply the provisions of the EPF/ESI& MP Act 1952 or any modification there of any other law relating there to and rules made there under from time to time.

ANNEXURE - VI

FORMAT OF DECLARATION TO BE SUBMITTED BY THE L1 BIDDER DURING NEGOTIATION

UNDERTAKING TOWARDS GST

(in non-judicial Rs.80/- stamp paper)

THIS UNDERTAKING executed at.....on this day of by M/s.a company registered under companies Act, 1956, having its registered office atherein-under called the " Tenderer " to and in favour of **TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED, GSTIN 33AADCT4784EIZC**, a subsidiary of TNEB Limited, formed on 1st November 2010 under section 131 of the Electricity Act of 2003 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002 and represented byhereinafter called the "TANGEDCO".

WHEREAS the contract is for the supply in terms of the **TENDER SPECIFICATION NO CE-139 /2021-22**

I) We hereby declare and confirm that we are **registered vendor under** GST Act having GSTIN in State of Our applicable GST% for the above reference job is under code
or

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

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

II) We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANGEDCO by way of commensurate reduction in prices and as such we hereby declare that we are **extending _____%** as rebate in my awarded price against input tax credit benefit.
or

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANGEDCO by way of commensurate reduction in prices and as such We hereby declare that we **do not have any input tax credit benefit** on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.

Signature of bidder with Company Seal.

Note: Bidder may strike out the paragraph which is not applicable

A N N E X U R E - V I I

FORMAT FOR UNDERTAKING TOWARDS EPF & ESI

(in non-judicial Rs.80/- stamp paper)

(The undertaking should be submitted by the contractors in 80 rupees stamp paper for the respective works while claiming the part/ final bills)

Name of the work:

Order No:

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

Authorized signatory

(Contractor)

With seal

Date:

Place: