

## **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](mailto:support.etender@nic.in)

Contact No. : 044 – 24466495

24902580 Extn:332

24917850

### **System Requirement:**

- i. Operating System - Windows XP-SP3 & above
- ii. Internet browser –IE 10 and above  
Firefox 42 to 49  
Firefox ERS 52.
- iii. Signing type digital signature (class III)
- iv. Java Version 1.8.0\_161. Download from <https://eprocure.gov.in/mmp/jre-windows-i586.exe> and install in the system.
- v. For more details, check <https://tntenders.gov.in/nicgep/app> → Site Compatibility

### **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 the 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.

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.

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**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.****TENDER SPECIFICATION ABSTRACT****OPEN TENDER – TWO PART SYSTEM**

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

1.	Tender Specification No.	CE/SE/M-I/NCTPS-I/05/2022-23
2.	Name of the work	E- tender for NCTPS – I - SE/MI circle – R&M (21-22) - BM Dn. - Unit - III - Boiler Freight Cum Passenger lift (1360 kg Capacity) - Renovation of existing lift by renewal of defective / worn out spares by new one including supply of spares, Erection Testing, Commissioning and Certification.
3.	Quantity	As per Schedule
4.	Method of Tender	Open Tender (Two Part) system through E-tender online Techno commercial bid (Part-I) and Price bid (Part-II), through <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> of NIC.
5.	Earnest Money Deposit	Rs.12,500/- (Rupees Twelve Thousand & Five Hundred only) to SE /P and A NCTPS I Account  Account No:660802000000100  Name of Bank: Indian Overseas Bank/ Extension counter, NCTPS Post, Chennai -600120.  IFSC code: IOBA0006608  The EMD amount should be remitted to the specified account, through e- payment and the timings for having paid the EMD, in UTR receipt, should be before closing time of the tender. EMD amount paid after tender closing time will be summarily rejected.
6.	URL for online bid submission for e-tender	<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
7.	Date & Time of closing of online e-tender for submission of Techno-commercial cum price bid	26.04.2022@ 14.00 hours
8.	Date & Time of opening of tender electronically	27.04.2022@ 14.30 hours
9.	Place at which the tenders will be opened	Office of Superintending Engineer/ Mechanical -I/NCTPS-I
10.	Availability of Tender Specification at website	The tender specification will be placed at TANGEDCO website. The prospective bidders may download the same. TANGEDCO : <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> NIC : <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> TN GOVT. : <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>
11.	BID QUALIFYING REQUIREMENTS	Refer Section – II
12.	REJECTION OF TENDERS	Refer Section – IV
13.	Documents to be uploaded by the tenderers during e-submission	Schedules A to C and other documents whichever is applicable
14.	Any Clarification to be sought from	SE/M-I/NCTPS-I/Chennai-120. Any clarification in the tender shall be sought before 48 Hrs. of due date and time, through e-mail. (seonctps@tnebnet.org)
15.	The Tamil Nadu 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.	

16.	<b>Remarks: If the due date for opening the tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.</b>
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**Encl:** 1) Section – I to VI 2) Schedules A to C 3) Annexure I to III

**Sd/-  
CHIEF ENGINEER/N.C.T.P.S-I  
CHENNAI 120**

**DESCRIPTION**

<b>SECTION</b>	<b>I</b>	<b>: EARNEST MONEY DEPOSIT</b>
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<b>SECTION</b>	<b>VI</b>	<b>: GENERAL CONDITIONS (STATUTORY COMPLIANCES)</b>
<b>SCHEDULE</b>	<b>A</b>	<b>: SCHEDULE OF PRICES</b>
<b>SCHEDULE</b>	<b>B</b>	<b>: TENDER ACCEPTANCE LETTER</b>
<b>SCHEDULE</b>	<b>C</b>	<b>: QUESTIONNARIE FORM</b>
<b>ANNEXURE</b>	<b>I</b>	<b>: DECLARATION FORM FOR GST</b>
<b>ANNEXURE</b>	<b>II</b>	<b>: UNDERTAKING FOR EPF &amp; ESI</b>
<b>ANNEXURE</b>	<b>III</b>	<b>: BREAKUP DETAILS OF THE STATUTORY COMPONENTS FOR THE PROPOSED NUMBER OF THE WORKMEN TO BE ENGAGED FOR THE WORKS CONTRACT/SERVICE CONTRACT</b>

**SECTION- I**  
**EARNEST MONEY DEPOSIT**

- 1) Intending Tenderer should pay an EMD amount as specified in the Tender Specification Abstract.
- 2) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS/ACCOUNT TRANSFER as mentioned in 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 should be remitted to the specified account, through e- payment and the timings for having paid the EMD, in UTR receipt, should be before closing time of the tender. EMD amount paid after tender closing time will be summarily rejected.**

- 3) The EMD will not carry any interest.
- 4) The Earnest Money Deposit will be refunded to the unsuccessful tenderers except PEMD holder on receipt of application to the Superintending Engineer/ Mechanical/ NCTPS – I after intimation of the rejection / non-acceptance of their tender.
- 5) 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.
- 6) 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.

**7. PERMANENT EMD:**

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

Sl. No.	PEMD Slab	Monetary limit of tender value of participate
		Without payment of EMD.
a	2,00,000	In case of all Iron and Steel materials, main producers (Government of India Undertaking only) for procurement of Iron & Steel materials.
b	20,00,000	In case of Tenders not exceeding Rs.10 Crores in value.
c	40,00,000	In case of Tenders not exceeding Rs.50 Crores in value.
d	1,00,00,000	In case of all Tenders without any monetary limit.

7.1. The deposit cannot be withdrawn by the tenderers within 3 years from the date of deposit under any circumstances.

7.2. The deposit shall not carry any interest.

7.3. Sister concerns of the depositing firm are not entitled to quote on the basis of this Earnest Money Deposit.

7.4. Quotation from the Branch Offices of the Depositor. Which are part and parcel of the firm, will however, be valid when quoted on the authority of this permanent earnest money deposit.

7.5. The Permanent Earnest Money Deposit will be in-operative once the depositor gives his application in writing for withdrawal of the deposit after the minimum period of 3 years.

7.6. The Permanent Earnest Money Deposit is susceptible of being forfeited in the circumstances enumerated in individual specifications.

7.7. The Permanent Earnest Money Deposit will be subject to forfeiture against any dues to the TANGEDCO from the Depositor.

7.8. The deposit is of a permanent nature and enables the depositor to quote against tenders floated by all the Tender Inviting Authorities of TANGEDCO. Hence, requests for withdrawal of the deposit AFTER THE MINIMUM PERIOD OF 3 YEARS can be complied with only after getting the clearance certificate from various offices of the Corporation. The depositors are therefore, advised that refund of deposit will take time and claims for interest for delay etc. will not be entertained.

7.9. Requests for refund should be made duly surrendering the original Cash receipt and registration certificate.

7.10. Any suit or legal proceedings arising under this Scheme shall not be instituted in any Court Save in the City Civil Court of Madras or the Court of Small Causes at Madras under any circumstances whatever, irrespective of the fact that cause of action might arise under the jurisdiction of some other court.

7.11. The amount of Permanent Earnest Money Deposit is subject to revision from time to time at the discretion of the Corporation.

7.12. Successful tenders who had participated in the tenders upon PEMD will have to remit the full amount of Security Deposit required for individual contracts.

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

### **8.1 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).

### **8.2 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 purposes of classification. **However the bidders are requested to obtain a certificate from Chartered Accountant**, along with the bid 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.

### **8.3 Calculation of Investment:**

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

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

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

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self declaration basis. In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration. In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.



## **9.0 EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT IN THE CASE OF THE BIDDERS FURNISHING UDYAM REGISTRATION:**

The following categories of Industries are **exempted from payment of EMD subject to ensuring that the services** should be covered in their Registration Certificate.

- a) 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.
- b) The Small Scale Industries Units located within the State and registered with National Small Industries Corporation.
- c) Departments of the Government of Tamil Nadu.
- d) Undertakings and Corporations owned by the Government of Tamil Nadu.
- e) Labour Contract Co-Operative Societies registered within Tamil Nadu
- f) Tiny Industries registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu.
- g) The Micro and Small Enterprises outside the State and registered with National Small Industries Corporation Limited
- h) Micro and Small Enterprises having provisional registration certificate are not eligible for Exemption.
- i) 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)**

### **9.1 DOCUMENTS TO BE UPLOADED AS A PROOF OF ELIGIBILITY FOR EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT:**

- a) Attested copy of Udyam Registration Certificate
- b) 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)
- c) Those tenderer under exempted category from payment of EMD shall upload the tender documents and tender document should be **initialled/endorsed** by the tenderer, having examined the tender specification together with the schedules attached, as a token of acceptance to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfilment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited.
- d) 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.
- e) The tenderers shall upload the audited attested copy of Profit and Loss account / Balance Sheet in order to ensure the Status of Micro and Small Enterprises of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD. In case the investment held by them in Plant and Machinery as per their Financial Statement of Accounts exceeds Rs.5 Crores, the General Manager, District Industries Centre concerned will be requested to verify the Status of Micro / Small Enterprises of the firm. Till receipt of confirmation from General Manager / District Industries Centre concerned, the exemption from paying EMD for Micro and Small Enterprises shall not be extended.

### **10. CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES:-**

- a) If the documentary evidences towards Exemption from payment of EMD are not uploaded

- b) If the **services** are not covered in the Registration Certificate uploaded as evidence for Exemption from payment of EMD
- c) If not furnished the chartered accountant certificate for investment held in Plant and Machinery or Equipment and Annual turnover value in support of Udyam registration.
- d) If the documentary evidences produced for Exemption from payment of EMD not attested by the Gazetted Officer / Notary public.

**11. 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) Proof of documentary evidences towards Exemption from payment of EMD.

**12. The Earnest Money Deposit made by Tenderer will be forfeited after e-tender opening:**

- a) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
- b) If he revises any of the terms quoted during the validity period.
- c) If he violates any of the conditions of the Tender specification.
- d) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.
- e) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TANGEDCO Limited.
- f) 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.
- g) 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.
- f) 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.

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## **SECTION – II**

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

#### **SPECIFICATION NO. CE/SE/M-I/NCTPS-I/05/2022-23**

NCTPS – I - SE/MI circle – R&M (21-22) - BM Dn. - Unit - III - Boiler Freight Cum Passenger lift (1360 kg Capacity) - Renovation of existing lift by renewal of defective / worn out spares by new one including supply of spares, Erection Testing, Commissioning and Certification.

#### **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 experience in Attending Breakdown works or Renovation of Lift/ Elevator to TANGEDCO/ TNEB/ PSU/ OSEB's/ Govt. Organizations/ Government undertakings within the last ten years from the date of tender opening for a value not less than Rs.3,13,500/- in a single order.
2. The bidder should furnish performance certificate from "end user" for the above executed work.
3. The bidder's Annual turnover should be not less than Rs.3,13,500/- in any one of the said three financial years (2018-19, 2019-20 & 2020-21).

In case of companies registered under companies act, the copy of the Audited financial statements like Profit & loss account and balance sheet for the above mentioned three years shall be furnished and in case of others, the annual turnover certified by the practicing Chartered Accountant or attested copy of Income Tax statements or attested copy of sales tax certificate / GST Turnover certificate for all the three years shall be enclosed as documentary evidence to ensure the annual turnover criteria.

4. Necessary attested documentary evidences for all the above should be uploaded along with the offer.

#### **NOTE TO BQR:**

#### **The following documents should produce on demand,**

1. In case the bidder executed order to TANGEDCO or TNEB, the performance certificate from end user will be obtained by tender inviting authority.
2. EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be produced.

**SECTION – III**  
**INSTRUCTION TO THE TENDERERS**

**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.**

**1.0. SUBMISSION OF OFFER:**

1.1. 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 Annexure called for in this Specification, only as per the formats prescribed herein.

1.2. The Tender Offer consisting of Schedules A to C should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.

1.3. 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 to do so, Certified copies of which shall be enclosed.

1.4. 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.

**2.0. MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

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.

In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, SE/M-I/NCTPS-I/Chennai-120, will clarify the same.

If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by SE/M-I/NCTPS-I/Chennai-120, on the clarifications will be final and binding on the Tender.

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

All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

**3.0. BEFORE QUOTING:**

**3.1.** Every tenderers is expected to inspect the site before quoting his rates.

**3.2.** The TANGEDCO will not however accept after acceptance of the contract rate any extra charge for the lead for any other reason in case the contractor is found later on to have misjudged materials available.

**3.3.** The standard specification of the Tamil Nadu Public works department and I.S.S. will be followed for the performance of the contract wherever applicable and for all particulars not specially covered by this specification

**3.4. QUOTATION OF RATES:**

Rates should be quoted in figures.

The contractor / firm should closely note all the specification clauses which govern the rates while he is tendering. The rates accepted **shall remain FIRM** for the entire duration of contract or any extension thereof. **The rates quoted should be inclusive of all incidental expenses for carrying out subject work. All the expenses to be incurred by contractor are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value. The applicable GST shall be worked out on the transaction value only.**

**The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed on to TANGEDCO while quoting the price.**

**4. INCOMPLETE TENDERS:**

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

**5. AMBIGUITIES IN CONDITIONS OF TENDERS:**

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to TANGEDCO may be taken without any reference to the Tenderer.

5.1. The tender offer shall contain full information asked for, in the accompanying schedules and elsewhere in the specification.

5.2. Tenderers shall bear all costs associated with the participation in the e-Tender and TANGEDCO will in no case be responsible or liable for these costs.

5.3. 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.

5.4 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.

## **6.0 TENDER OPENING:**

### **6.1. 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/ Mechanical-I, 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.

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

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

## **7.0. INFORMATION REQUIRED AND CLARIFICATIONS:**

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

7.2 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.

7.3 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.

**7.4 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.**

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

8.1. 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.

8.2. 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.

8.3. For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:

- \* The quoted price will be corrected for arithmetical errors.

- \* The rate of GST as applicable both in percentage and amount shall be indicated in the offer.

- \* The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Basic price + GST).

- \* 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 & outside TN.

## **9.0 RIGHTS OF THE TANGEDCO:**

### **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 vary the quantity finally ordered to the extent of 25% either way of the quantity indicated in the Tender document, as the quantity indicated in the schedule of requirement is approximate.

b) To recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to execute the work and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.

- c) To cancel the orders for not keeping up the delivery schedule.
  - d) To vary the delivery period based on the requirement and contingencies at the time of placing the order.
  - e) To accept the lowest eligible tender.
  - f) To reject any or all the tenders or cancel without assigning any reasons thereof.
  - g) 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.
- 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.
- 10.2 No alternate offer will be accepted.

#### **11.0 VENDOR RATING:**

TANGEDCO will verify the vendor rating of the bidders from selected Thermal Power stations. In case the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.

#### **12.0 NEGOTIATION:**

Negotiation will be carried out with the eligible L1 tenderer after opening of tenders.

#### **13.0 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 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 Condition of service) Act 1979 & Rules 1983 for registration of vendors in the IMS online portal.

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## **SECTION IV**

### **REJECTION OF TENDER**

- A) Tender will be summarily rejected if,
- 1) Received by Post / Courier / telex / telegram / Fax / E-mail / any other mode other than e-submission.
  - 2) Received with EMD in **Any other mode of payment other than NEFT/RTGS/Account transfer**
  - 3) Not accompanied by the requisite EMD or proof of exemption.
  - 4) Not accompanied with attested copies of evidences for meeting the bid qualification requirement
  - 5) Does not meet Bid Qualification Requirement.
  - 6) The contracts without the breakup details of the Statutory Compliances will not be considered for evaluation and the same will be summarily rejected.
  - 7) Received from any blacklisted firm or contractor.
  - 8) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
  - 9) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
- 10) Price is indicated in Techno-commercial bid**
- 11) Received from a tenderer who is directly or indirectly connected with Government service or TANGEDCO Service or service of Local Authority.
  - 12) Offer received from joint venture/consortium
  - 13) Incomplete and evasive offer.
  - 14) Not in the prescribed Form & Procedure
- B) Tender is **LIABLE** for rejection if,
- 1) Received without GSTIN NUMBER, EPF & ESI Main Code 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) Not accompanied the documents in support of investment held in plant and machinery & Turnover with the certificate of Chartered Accountant.
  - 5) If the L1 tenderer does not produce the following documents on demand,
    - a) Performance certificate from "end user" as documentary evidence uploaded for previous experience. In case the bidder executed order to TANGEDCO or TNEB, the performance certificate from end user will be obtained by tender inviting authority.
    - b) EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same.
  - 6) If Questionnaire as per **schedule C** and Tender Acceptance letter as per **schedule B** are not duly filled and signed by the tenderer.
  - 7) Not containing all required particulars as per schedule A to C.

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## **SECTION –V**

### **COMMERCIAL TERMS AND CONDITIONS**

#### **1.0 SCOPE: As per tender schedule**

#### **2.0 PRICE:**

- 2.1. The Tenderer's are requested to quote FIRM price only.
- 2.2. The Tenderer's shall quote the Unit price, with applicable rate of GST separately. A format for price schedule is given in Schedule 'A'.
- 2.3. The above breakup details should be clearly indicated in the Schedule-A, in the absence of which the offer shall be liable for rejection.
- 2.4. It is the responsibility of the tenderer to make sure about the correct rates of GST leviable on the materials/Work portion at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake.
- 2.5. The tenderer should quote their rates taking into account the (Input Tax Credit (ITC) relief available to them on account of GST already paid. A certificate to this effect may be furnished along with the tender.
- 2.6. All the expenses to be incurred by contractor are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value. The applicable GST shall be worked out on the transaction value only.

#### **3.0. VALIDITY:**

- 3.1 The tender offer shall be kept valid for acceptance for period of 180 days from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 3.2 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.

#### **4.0. SECURITY DEPOSIT:**

##### **SECURITY DEPOSIT FOR CONTRACT PERFORMANCE:**

- 4.1. The successful tenderer will have to furnish Security Deposit for contract Performance for 5% of the total accepted value of the contract less EMD amount, if already paid. The Security Deposit for contract Performance has to be paid in the form of electronic mode of payment or DD or Bankers Cheque or where the competent authority deems fit irrevocable Bank Guarantee from any Nationalized Bank or Scheduled Banks or Foreign Banks with branches in India. Alternatively, the Earnest Money Deposit remitted by the firm will be refunded on request, if the Security Deposit for contract Performance is paid in full without adjusting the EMD amount.
- 4.2 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 failure to submit such extended Bank Guarantee within the due date (expiry date), TANGEDCO shall invoke the Bank Guarantee by addressing the Bank directly.

Further, in the case of bank Guarantee being extended without any break in period and there is delay in submission of such extended Bank Guarantee, for any reason, TANGEDCO shall reserve the right to accept the belated submission of the extended Bank Guarantee by levying penal interest at the rate of 22% per annum for the delayed period of submission. Such penal interest shall be recovered from the service provider's subsequent bill.
- 4.3 The Security Deposit for contract will be refunded to the contractor only if the contract is completed as per the agreed conditions. If the TANGEDCO incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the TANGEDCO, then the TANGEDCO will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.
- 4.4 The above security deposit for contract Performance has to be paid within 30 days from the date of receipt of work order. The SD will not carry any interest. The belated payment of Security Deposit shall not be accepted. In the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and the order will be cancelled. The award may be made to L2 tender.
- 4.5 GST for forfeiture of security deposit: GST will have to be paid if forfeiture of EMD/Security Deposit, GST@18% will have to be collected additionally for forfeiture EMD/SD amount.

#### **5.0. LIQUIDATED DAMAGES:**

If the contractor fail in the due performance of his contract within the time fixed to the contractor or any extension thereof, the contractor is liable at the discretion of the Exe. Engineer concerned to the levy of liquidated damages for delay at half percent (0.5%) of the contract price of the undelivered/completed items for



each calendar week of delay and total shall not exceed maximum of 10% of the Contract value.

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 the 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.

However, in respect of contracts where supplies effected in part or works executed in part could not be beneficially used by the TANGEDCO (Due to such incomplete supplies /execution) liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion.

## **6.0. PAYMENT TERMS:**

### **6.1. (a) Within the contract period:**

- (i) 95% payment will be made within **90 days** after satisfactory completion of entire work and submission of bills.
- (ii) 5% will be retained as retention amount and will be paid after the completion of guarantee period.

### **(b) Delay in completion of work:**

- (i) If the work is completed after due date only 95% will be paid within 90 days after recovery of applicable L.D and the balance 5% will be paid after the completion of guarantee period.

**(c)** In the event of TANGEDCO failing to release the payment within the stipulated time frame of 90 days from the date of completion of works/services as the case may be continued to be adopted for both SSI units and non SSI units and failing which simple interest for the delayed period will be paid at the SBI three months MCLR.

**6.2 Mode of Payment:** All the Financial Transactions shall be done through online mode. The Contractors/ Suppliers are to furnish their bank account details in the Invoice/ Bills in printed format like Name of the Bank, Beneficiary Name, Address of the Bank, Bank Branch having their Account Number, IFS Code and Branch code for each bill to be claimed towards works executed against the K2 agreement/chit agreement. Necessary Bank charges shall be borne by the contractor.

6.3. When there are complaints from the labour department about non-payment of wages to the labourers employed by the contractor for the execution of work under agreement, the Engineers shall have full powers to withhold the bills claimed by the contractor pending clearance certification from the labour department and act as per direction given by the labour department.

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

## **7.0. GUARANTEE CLAUSE:**

### **i) Workmanship**

The guarantee period for the above work is **6(Six) months** from the date of utilization. Any defects noticed in workmanship during the guarantee period, the same should be rectified at free of cost.

### **ii) Material**

The guarantee period for the supply portion is 18 months from the date of receipt of material at site or 12months from the date of commissioning whichever occurs later subject to overhaul guarantee period of 24 months from the date of receipt of material. Any defects noticed in material during the guarantee period, the same should be rectified at free of cost.

## **8.0. PERIOD OF CONTRACT:**

15 days from the date of handing over the site.

## **9.0. INSURANCE:**

a) 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, theft for any cause and he shall indemnify the TANGEDCO 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 claims there under by way accident, risk insurance demand for all purposes of relief.

b) The **CONTRACTOR** should satisfy the respective field Superintending Engineer that an '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 PURCHASER, on the issue of an completion certificate.

c) Recoveries will be made from **CONTRACTOR's** bills for any liability for the accidents and refund of the same, considered later after the claims is fully settled by the insurance authorities.

d) The CONTRACTOR shall insure all his plants and materials against all possible risks including Transit Insurance or loss (or) damaged from whatsoever causes. The rates quoted shall be inclusive of this.

**10.0. INCOME TAX:**

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

**11.0. TENDER AND AGREEMENT:**

a) The fact of the submission to the TANGEDCO of tender shall be deemed to constitute an agreement between the tenderer and the TANGEDCO where by such tender shall remain open for acceptance by the TANGEDCO. If the tenderer be notified that his tender is accepted by the TANGEDCO, he shall be bound by the terms of the agreement constituted by the tender and such acceptance there of by TANGEDCO, until a formal contract of the same tender has been executed between him and the TANGEDCO in replacement of such agreement the stamp duty payable to this agreement shall be borne by the successful tenderer.

b) The written agreement to be entered into between the contractor and the TANGEDCO on non-judicial stamp paper of Rs. 20.00 in the standard form the (cost of stamp paper being borne by the successful tenderer) shall be the foundation regarding the rights of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the TANGEDCO. Failure to enter into the required agreement within the prescribed time limit shall be entitled for forfeiture of the EMD paid by him.

c) This security deposit together with the Earnest Money and the amount with held according to clause (68) of standard preliminary specification of Tamil Nadu detailed standard specification shall retained as security for the due fulfilment of contract. While the contractor makes cash security deposit he shall follow the procedure laid down in the payment of Earnest money and such deposit will not bear any interest.

d) The security Deposit is refundable after satisfactory completion of contract, failure to enter into the required agreement or to make the security deposit as defined shall entail forfeiture of the earnest money deposited by him.

e) The security deposit shall be retained as security for the due fulfilment of the contract and this amount will not bear any interest. The security deposit may be paid in **electronic mode of payment or DD or Bankers Cheque or where the competent authority deems fit irrevocable BG** mentioning the specification Number. to the Financial Controller/NCTPS-I/Chennai – 120.

f) Upon complete fulfilment of the contract by the contractor to the full satisfaction of the department or any officer duly authorized by them, the SD collected shall be returned to him after the final bill is paid less the amount due by the contractor, if any as per the tender conditions and terms of standard specification of Tamil Nadu public works department.

**12.0. PERMANENT ACCOUNT NUMBER (PAN):**

The tenderer should quote their Income Tax department Permanent Account Number in their tender documents and enclosed attested copies of evidence.

**13.0. SCHEDULE OF QUANTITIES:**

13.1. Only one schedule of quantities is enclosed to this tender specification. It shall be definitely understood that the TANGEDCO does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alterations omission, deductions additions at the discretion of the Superintending Engineer (or as set-forth) in the condition of the contract. The tenderers will, however, quote his tender on this schedule of quantities. He should quote specific rate for each items in the schedule and the rates should be written both in figures.

13.2. The quantities given are approximate only with view to enable the tenderers to quote their over all rate for each item of work in the tender schedule. The contractor will have no claim for any upward or down ward revision in quantities indicated in the schedule. The rates quoted should be FIRM till the tenure of contract.

13.3. The bid evaluation shall be done as per Tamilnadu Transparency in Tenders Act 1998 and Tamilnadu Transparency in Tender Rules 2000. **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.**

13.4. The TANGEDCO or any Officer authorized by it, reserves the right to reject any or all the Tenders without assigning any reasons there for and also reserves the right to award the works to the contractor or split the work suitably and award the same to one or more contractor without assigning any reasons there for.

#### **14.0. SUBLETTING:**

The contract is not transferable. No part of the contract shall be sublet without prior approval of the Superintending Engineer/Mechanical-I/NCTPS-1/Chennai-120 nor shall transfer be made by power of attorney authorizing other, to receive payment on contractor's behalf.

#### **15.0. FURTHER INFORMATION:**

If further necessary information is required, the Superintending Engineer/ Mechanical-I/ NCTPS-I/Chennai-120 will furnish such, but it must clearly be understood the tenders must be received in order and according to instructions.

#### **16.0. RATES TO INCLUDE ALL INCIDENTAL ITEMS:**

It will be deemed that the rates quoted by the tenderers are inclusive of all incidental items of work not necessarily mentioned in the schedule but are nevertheless essential for the contract and completed execution on the work.

#### **17.0. FORCE MAJEURE:**

a) If at any time during the continuance of this contract, the performance in whole or in any delegation under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy, acts of Civil commotion, strikes, lock outs, sabotages, fire, floods, explosions, epidemics, warranting restrictions or other acts of Nature (hereinafter referred to as eventualities), then provided notice of the happenings of any such eventuality is given by the TENDERER to the PURCHASER with 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate the contract nor shall have any claims for damages against the other in respect of such non-performance and deliveries under this contract shall be refunded as soon as practical after such eventuality has come to an end or exist.

b) 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 period.

#### **18.0. OVER VIEW OF GOODS SERVICE TAX (GST):**

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

ii. The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.

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

iv. **GST Registration Number:** TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TANGEDCO is 33AADCT4784E1ZC. The details are also posted in TANGEDCO web portal. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digit represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is represent check digit.

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

vi. **Transaction Value:** The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable. The conditions for accepting the transaction value are

a) Supplier and the recipient of the supply are not related.

b) Price is the sole consideration for the supply.

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

Eligibility for composition scheme: Sec10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub-section(1), if-

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

**viii. Supply of Service and Goods:** When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services.

(a) **COMPOSITE SUPPLY:** A composite supply is the one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.

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

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

### **18.1. GOODS SERVICE TAX (GST):**

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.

The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No.33AADCT4784E1ZC).

Sl. No.	GSTN details	Data to be filled up
1	Billing Address of the Customer	The Superintending Engineer, Purchase & Administration, North Chennai Thermal Power Station, Stage-I, Chennai – 600 120.
2	GSTIN Enrolment Provisional Registration No.	33AADCT4784E1ZC
3	ARN	AA330617106413K
4	Type of Customer	Company
5	Name & Address as registered in GSTIN – Principal place of Business	Tamil Nadu Generation and Distribution Corporation Limited, 144, Anna Salai, NPKRR Maaligai, Chennai – 600 002.
6	State of Registration of GSTIN	Tamil Nadu
7	Details of Additional Places of Business	Please see <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a>

It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material/ works at the time of tendering. If the rates assumed by the tenderer are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd., will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the tenderers. Any variation in GST due to statutory variation within the contract delivery date shall be considered by the TANGEDCO Ltd.,

In case of delayed in execution of work, the GST prevailed on the date of actual execution of work or the date of contractual period whichever is less shall be admitted. For both the cases, the supplier/contractor shall furnish documentary evidence while submitting the bills for payment.

The GST provisional ID and ARN of TANGEDCO is given below to incorporate to supplier / Contractor domain.

### **18.2. GST E-way bill system:-**

a) E-way Bill is an electronic document to be generated to cover movement of goods more than Rs.50,000/- for inter states and Rs.1,00,000/- for intra states and such generation needs to be done in e-Way Bill portal [http:// ewaybillgst.gov.in/](http://ewaybillgst.gov.in/).

Consequently transporters of goods, under GST provisions are required to carry on e-Way Bill for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply of a delivery challan and also includes the Central tax, State or Union territory tax, integrated tax and cess charged, if any. But, it will not include value of freight charges for the movement charged by transporter.

**b) Transactions which require E-way bill:**

For transportation of goods of more than Rs.50,000/- for inter states and For transportation of goods of more than Rs.1,00,000/- for intra states in relation to all types of transactions such as

**i) Inward Supply.** It is the responsibility of the Supplier/ contractor or then transporters to generate e-way bill before transporting goods for delivery at TANGEDCO's premises.

**ii) Inward supply from an unregistered person.** There is a condition in the e-way bill clause that registered person has to generate e-way bill at the time of movement of goods from unregistered person under GST.

**18.3. GST E-way bill system:**

The Government of India has noticed E-Way bill system for interstate movement of goods w.e.f. 01.04.2018. Similarly the Government of Tamil Nadu has introduced the E-way bill system for intra-state movement of goods w.e.f.02.06.2018.

The delivery of materials shall be at NCTPS-I stores and as such it is the responsibility of suppliers to comply with GST e-way bill provisions for ensuring prompt delivery of ordered items.

**18.4. Applicability of GST TDS:**

a) 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.

b) Where the location of the supplier and the place of supply are in the same State, it is an intra-state supply and TDS @ 1% under CGST Act and 1% under SGST Act will be deducted. Where the location of the supplier is in State A and the place of supply is in State B, it is an inter-state supply and TDS @ 2% under IGST Act will be deducted.

S. No.	Location of Supplier	Location of recipient of supply of goods/services	Place of supply	GST TDS applicability
1	Tamil Nadu	Tamil Nadu (as TANGEDCO is in Tamil Nadu)	Tamil Nadu	Applicable (CGST TDS @1% and SGST TDS @1%)
2	State other than T.N	Tamil Nadu (as TANGEDCO is in Tamil Nadu)	State other than T.N	Not Applicable
3	State other than T.N	Tamil Nadu (as TANGEDCO is in Tamil Nadu)	Tamil Nadu	(IGST TDS @ 2%)

**c) 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.

**d) TDS under GST is not applicable in the following cases:-**

1. Total value of taxable supply  $\leq$  Rs.2.5 Lakh under a contract.
2. Contract value > Rs.2.5 Lakh for both taxable supply and exempted supply, but the value of taxable supply under the said contract  $\leq$  Rs.2.5 Lakh.
3. Receipt of services which are exempted. For example services exempted under notification No.12/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.

4. Receipt of goods which are exempted. For example goods exempted under notification No.2/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
5. Goods on which GST is not leviable. For Example petrol, diesel, petroleum crude, natural gas, aviation turbine fuel (ATF) and alcohol for human consumption.
6. Where a supplier had issued an invoice for any sale of goods in respect of which tax was required to be deducted at source under the VAT Law before 01.07.2017, but where payment for such sale is made on or after 01.07.2017 [Section 142(13) refers].
7. Where the location of the supplier and place of supply is in a State(s)/UT(s) which is different from the State / UT where the deductor is registered.
8. All activities or transactions specified in Schedule III of the CGST/SGST Acts 2017, irrespective of the value.
9. Where the payment relates to a tax invoice that has been issued Before 01.10.2018.
10. Where any amount was paid in advance prior to 01.10.2018 and the tax invoice has been issued on or after 01.10.2018, to the extent of advance payment made before 01.10.2018.
11. Where the tax will be paid on reverse charge by the recipient i.e., the deductee.
12. Where the payment is made to an unregistered supplier.
13. Where the payment relates to "Cess" component.

**e)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.

**f) Exemption from TDS**

According to that provision, TDS under GST need not be deducted in respect of the supply of goods and Services or both from a Public sector Undertaking (PSU) to another Public Sector Undertaking with effect from 1<sup>st</sup> day of October 2018. Therefore, no TDS need to be deducted in respect of supplies between Public sector Undertakings Example: NTECL, NTPC, BHEL etc., are owned by Central Government. However TDS provisions will continue to apply for Taxable Supplies from Government and other private agencies with effect from 01.10.2018 as already communicated vide circular 1<sup>st</sup> cited.

Public sector undertakings (PSU) means Government Companies, Government Company means any company in which not less than 51% of paid up share capital held by the Central Government or by any state Government or Governments or partly by the Central Government and partly by one or more State Governments and includes a company which is a subsidiary of such a Government Company. This notification is with effect from 1<sup>st</sup> October 2018 itself.

**g) Since NCTPS-I is covered under the ESI & EPF act, the supplier who desire to take up supply & erection works contracts for and inside the premises of NCTPS-I is requested to comply with all the relevant provisions stipulated in the EPF,ESI & MP Act.(wherever applicable).**

**18.5. GSTIN NO., PERMANENT ACCOUNT NUMBER & OTHER STATUTORY CHARGES:**

**GST REGISTRATION:** TANGEDCO opts to purchase goods and services only from the GST registered person. Hence, GSTIN No. and Account code of service should be furnished in their tender. Attested copy of certificate of provisional registration should be enclosed.

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

**PAN No.:** The Tenderer shall furnish the Permanent Account No. issued by Income Tax Department in the their tender. Attested copy of evidence should be enclosed.

**Note:**

**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'.**

**19.0 Provision of IT Clause (194 Q) of IT Act:**

In view of the instruction of Sec 194Q,206AB and 206CCA by the Finance Act 2021 from 1<sup>st</sup> July 2021, the following clauses are added in the tender specification:-

"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 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.50Lakhs as TDS under section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TANGEDCO for making the payment. In case the suppliers do not have PAN, TANGEDCO is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of Income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

The Provision 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 for purchase of goods.

In case of, works contract, wherein supply and erection portions are separable. The value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194W. On the other charges i.e., erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply.

The above provision comes into effect from 01.07.2021 onwards and hence no TCS under section 206C(1H) has to be paid by TANGEDCO on purchase of goods. Accordingly, TANGEDCO will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit. i.e. aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in Schedule -I to determine the applicability of TDS rate u/s 206AB.

#### **20.0. LIABILITY FOR ACCIDENT TO PERSONS:**

The contractor shall indemnify and save harm to the purchaser against all actions, 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, the person employed by the contractor or his sub-contractor on the works whether under the General laws or under the workmen's compensation act 1923, or any other status in force at the date of the contract dealing with question of liability of employee for injuries suffered by employees and to have taken steps properly to insure against any claims hereunder.

On the occurrence of an accident which result in the death of the workmen 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 workmen the contractor shall within 24 Hrs. of happening of such accident intimate in writing to the concerned Engineer and such officer required by the provision of workmen's compensation act the fact of such accident. The contractor shall indemnify the TANGEDCO resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by the TANGEDCO as a consequence, of the TANGEDCO failure to give notice under the provision of the said act in regard to such accident.

In the event of any claim being made or action brought against the purchaser involving the contractor and arising out of the matters referred to an in respect of which the contractor conduct all negotiations for the settlement of the same or any litigation that may arise thereof from. In such cases the purchaser shall at the expenses of the contractor afford all available assistance for any such purpose.

In the event of accident in respect of which compensation may become payable under workmen's compensation act III of 1923 and any subsequent amendment thereof whether by the contractor or by the TANGEDCO, as principal, it shall be lawful for the Engineer to retain in out of moneys due and payable to the contractor such sum or some of money as may, 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 clause and will not subject to any arbitration.

**20.1.** Liability for damage or loss to third party including inspection of officers due to act of the contractor or his plant or sub-contractor connected with the execution of this 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 compensation act. All cases of accidents or injuries shall be reported to the Engineer with all workmen's compensation act.

**20.2.** The contractor should report above all accidents within 24 hrs. to the Engineer of the TANGEDCO in the preliminary accident form. He should furnish other particulars such as medical certificates, wages particulars, witness certificates, proof of having paid the compensation fixed by the TANGEDCO etc. in due course without delay.

## **21.0 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, of occasioned by the acts or commissions or the contractor or his workmen or his sub-contractor and all the losses and damages to the works or plant arising from such accident or injuries as aforesaid shall be made good in the most complete and sub-spatial manner by the and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer should such loss or damage happen to units or works or plant or materials falling outside the scope of this contract and due to the contract, these shall be replaced or compensated for by the contractor to the satisfaction of the Engineer.

## **22.0. SUSPENSION OF WORK:**

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

**23.0. SUNDAY WORK:** No work of any description shall be carried out on Sunday and other important national holidays without the knowledge & formal sanction in writing of the Engineer.

## **24.0 INSPECTION OF WORK:**

**24.1.** The Engineer or his duly authorized agent shall have at all times full power to inspect the work wherever in progress on the site, on the contractor premises or at the premises wherever situated of any firm or company where work in connection may be in hand. All records registers or documents resulting the works including materials used on works shall be kept open to the inspection of the purchaser or his authorized representative when so called for in writing.

**24.2.** Contractor has to supply safety helmets, gloves & shoes as per the safety norms to the workmen employed in his contract.

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

The contractors failing to execute the order placed on them to the satisfaction of the TANGEDCO Ltd under the terms and conditions set-forth therein, will be liable to make good the loss sustained by the TANGEDCO Ltd, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of penalty under the Liquidated Damages clause and forfeiture of security deposit etc.,

## **26.0 QUANTITIES:**

The quantities mentioned in the Schedule 'A' of this specification are only tentative. The purchaser reserves the right to revise the quantities at the time of placing the orders, as per the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in tender rules 2000 and subsequent amendments thereof as applicable to this Tender.

## **27.0 JURISDICTION FOR LEGAL PROCEEDINGS:**

No suit or any proceedings in regard to any matter arising in any aspect under this contract shall be instituted in any court save in the City Court at Chennai or the Court of Small caused at Chennai. It is agreed to that no other court shall have jurisdiction to entertain any suit proceedings, even though part of the cause of action might arise within their jurisdiction. In case of any part of the cause of action arises within the jurisdiction of any court of Tamil Nadu state and not in the Courts of Chennai city then it is agreed to between the parties that such suits or proceeding shall be instituted in Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of the action might arise within the jurisdiction of such courts.

## **28.0 BAR OF JURISDICTION:**

Save as otherwise provided in this Specification no order passed or proceeding taken by any officer or competent authority shall be called in question in nay court and no injunction shall be granted by any court in respect of any action taken by such officer or authority in pursuance of any power conferred by or under this specification.

## **29.0 ARBITRATION ACT NOT TO APPLY:**

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 1940 or any other enactment in replacement thereof in the event of any dispute between the parties.



### **30.0 CLEARING OF THE SITE:**

Upon completion of the work the contractor should remove the debris from the vicinity of the work all plant and other materials belonging to him or used by his directions during execution and in the event of failure to do so, the same will be removed by the purchaser and relevant expenditure recovered from the contractor.

### **31.0 CONTRACT:**

This will be K-2 Contract generally governed by the TNDSS of the Tamil Nadu Public works department. If there is any variation between the clauses stipulated in this specification and the TNDSS, the clauses stipulated in this specification will hold good.

### **32.0 RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:**

In every cases in which provision is made for recovery of money from the contractor, TANGEDCO shall be entitled to retain or deduct the amount there off from any money that may be due or become due to the contractor under these contract and or under other contract or contracts or any other account what so ever.

### **33.0 RIGHT TO DECIDE TENDER RESERVED:**

It is to be expressly understood by the tenderers that TANGEDCO or competent authority to decide the tender, shall have right to relax or waive any of the conditions stipulated in the specification whenever deemed necessary in the best interest of the TANGEDCO for good and sufficient reason.

Also the TANGEDCO reserves the right to reject all the tender or any tender or to split up the work without assigning any reasons therefore.

## **SECTION –VI**

### **GENERAL CONDITIONS**

#### **1.0. STATUTORY COMPLIANCES:**

- 1) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- 2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
- 3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- 4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 5) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.
- 6) The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub- contractors. (if permitted)
- 7) In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

#### **2.0 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.

### **3.0 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.

**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.**

#### **4.0 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.

#### **5.0 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.

**6.0 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.

**7.0 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.

**8.0 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.

**9.0 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.

**10.0 ESI Documents for While Claiming Bills:-**

(a) The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory).

(b) The contribution history of the respective months should be submitted.

(c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.

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

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

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

(a) The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.

(b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.

(c) The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006.

#### **New Forms:**

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

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

(a) An undertaking as specified in Annexure-II should also be obtained from the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.

(b) The TNEB (TANGEDCO/ TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement with respective Superintending Engineer's of the circle.

### **13.0 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.

#### **14.0 SPECIAL CONDITIONS TO EXECUTE THE WORK FOR TANGEDCO & TANTRANSCO:**

##### **The Contractor should provide the following:**

- a) The contractor should provide the **specified number of manpower to execute the work** with the required qualification and experience. The bills will be processed accordingly.
- b) The contractor has to quote the rate, considering all the Statutory Obligations to be complied with in respect of workmen to be engaged for the works contract/ service contract. The base price will be fixed for the Tender accordingly.
- c) The contractor has to quote considering the base price and **has to submit the breakup details of the Statutory Components for the proposed number of workmen to be engaged for the works contract/ service contract to be executed as in Annexure-III while quoting the rate for the tenders.**
- d) If more than one tenderer quote the same rate, the tender will be finalized in accordance to the procedures prescribed in the Tender Transparency Act. **The contracts without the breakup details of the Statutory Compliances will not be considered for evaluation and the same will be summarily rejected.**
- e) In case of any increase in minimum wages (as per the PWD Schedule Rates of Wages/ Minimum Wages Act), the same along with consequential statutory benefits shall be reimbursed on production of documentary evidence.
- f) Necessary approval has to be accorded by the competent authority for the face value enhancement due to the increase in statutory liabilities.

#### **15.0. OTHER CONDITIONS**

- i. All tools & tackles such as welding generator, gas cutting set, chain blocks, etc. required for the work should be brought by the contractor. The contractor should ensure for healthiness/working conditions of tools & tackles. Only special tools and plants such as EOT crane shall be availed at free of cost, if feasible.

- ii. Oxygen & DA gas, MS welding electrodes, Gouging, Cutting electrodes and all other miscellaneous consumables required for the work should be brought by the contractor. However, the consumables which go with the equipment shall be supplied by the TANGEDCO at free of cost.
- iii. Chain blocks, Wire ropes, slings and shackles whenever supplied or used by the contractor shall be got approved by the Engineer of the TANGEDCO at site before they are actually used on the works.
- iv. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
- v. The CONTRACTOR shall supply all information regarding supplying of materials and progress of work, as is required by the ENGINEER for compiling the daily progress reports.
- vi. Contractor shall submit following documents to the Engineer-in-charge for verification purpose of the bill:
  - (a) Copy of invoices, in pass for the materials and the Tools and plants brought and used for this work.
  - (b) Copy of receipt for the board materials
- vii. If any equipment or part are found damaged due to negligent / faulty maintenance the equipment cost of such damages shall be recovered from the contractor's monthly bill/retention money/security deposit.
- viii. The contractor has to shift spares, lubricant etc in required quantity duly approved by TANGEDCO engineer whenever necessary from TANGEDCO store / warehouse to site or site store as per the instruction of engineer in charge. Contractor has to arrange transportation for above. The cost of transportation will be on contractor's account. The contractor is responsible for safe transportation, handling and storage of board materials.
- ix. In case of breakdown of equipment, the contractor should work round the clock for putting back the equipment in service immediately within minimum time. In case of any emergency arising during night hours/Sunday/PH the contractor should be in a position to mobilize the manpower immediately within minimum time.
- x. All new replacements either spare parts or any other shall be inspected and approved by TANGEDCO engineer in charge before its actual use in work.
- xi. It is the contractors responsibility to ensure without failure Immediately after completion of maintenance job, that the work area has to be cleaned by removing all the tools, scrap, cotton waste, oil, grease etc,.
- xii. In the event of the contractor's labour resorting to strike or the contractor reporting to look out the TANGEDCO shall have the right to go ahead with the work employing its own labour or through other agencies or both and the cost incurred thereon by the TANGEDCO shall be deducted from the contractors bill /EMD etc.
- xiii. All such works, which are required to be done for the satisfactory completion or commissioning or running of the equipments though not specifically mentioned above have to be done by the contractor at no extra cost. The decision on such works shall rest with the Engineer-in charge and also with Superintending Engineer/ Mechanical-I/ NCTPS-I.
- xiv. If the progress of work is not satisfactory, the undersigned reserves the right to entrust the whole or part of the balance work to any other contractor after intimating the contractor in writing.
- xv. Electricity, Water and air shall be supplied by the TANGEDCO at free of cost and the contractor should make his own arrangement to tap it from the nearest point. Necessary main switch TANGEDCO,s and other arrangement should be done by the contractor at his cost and supply shall be provided to his main TANGEDCO,s from the nearest supply point. Only 24 V hand lamp should be used for internal works.
- xvi. The contractor should be the custodian of all the portable fire extinguishers and other major T&P handed over to him and any other minor equipment which are likely to be easily dismantled and taken away.
- xvii. As per the safety regulations, LPG should never be used in place of DA Gas. If LPG usage has been found, the awarded work will be suspended and penalty of Rs. 500/- will be recovered from the contractors bill and the contract is liable for cancellation.
- xviii. For lighting up gas cutting torches, the contractor should use only gas lighter and should not use unscientific methods or rope burning or wood burning or welding arc method.
- xix. On no account TANGEDCO employee shall be engaged by the contractor.

- xx. Whenever the contractor does not commence the work as agreed the Earnest Money Deposit/Security Deposit paid by the Contractor shall be forfeited in terms of the contract and his/their name will be black listed after due notice. In addition the difference on prices Agreed to by the failed contractors and the higher rate at which the works are to be entrusted with others, because of the failure of the ordered contractors shall be recovered from the failed contractors on any of his/their pending bills.
- xxi. For taking out materials from North Chennai Thermal Power Station-I and vice versa, all the transaction should be done through NCTPS-I Stores. In respect of reconditioning / repairs/fabrication works, after furnishing necessary indemnity bond for the value of materials.
- xxii. The workmen deployed for the works shall have no lien or claim permanency for the works they are engaged for.
- xxiii. The contract will be terminated at any time due to Administrative reasons and according to site condition without prior notice.
- xxiv. The contractor should mobilize himself well in advance and start the work immediately and complete the specified works satisfactorily within the stipulated period.
- xxv. The contractor or his authorized supervisor / representative should be available at site throughout the period of work. The contractor should intimate the name of representative before commencing the work.
- xxvi. Separate work force should be engaged by the contractor and the work should be completed as per the target fixed by engaged workmen round the clock for each/ equipment and as per the direction of the TANGEDCO Engineer in charge.
- xxvii. The contractor should engage only skilled and experienced workmen.
- xxviii. The Executive Engineer will turn down any person who is unfit for the work.
- xxix. There should not be any hindrance to other departmental/ contractor workers working nearby.
- xxx. Drawal of materials from central stores / sub stores and devolution of materials to central stores / sub stores should be done by the contractor.
- xxxi. The contract workman should have entry pass or token pass with him while he is inside the Power House.
- xxxii. Identity cards to the contract workers which have to be issued by the respective contractors.
- xxxiii. All the scrap/waste oil generated should be disposed off to the scrape yard or any other designated place as instructed by Engineer in Charge.
- xxxiv. Insulation scrap materials like glass wool, ceramic wool etc. should be collected in gunny bags with proper care and then disposed of at suitable location as per the instruction of engineer in charge.

**Sd/-**  
**CHIEF ENGINEER/N.C.T.P.S.-I**  
**CHENNAI-120**

**SCHEDULE-A****PRICE SCHEDULE**

**NAME OF THE WORK:** NCTPS – I - SE/MI circle – R&M (21-22) - BM Dn. - Unit - III - Boiler Freight Cum Passenger lift (1360 kg Capacity) - Renovation of existing lift by renewal of defective / worn out spares by new one including supply of spares, Erection Testing, Commissioning and Certification

**Specn.No.CE/SE/MI/NCTPS-I/05/22 - 23.**

S. No.	Qty.	Description of work	Rate/Per (Rs. in figures)
1.	1 No	<b>Controller:</b> Micro Processor based fully collective program logic 3 phase neutral less controller serving for geared 7.5 HP manual door G+7 with ARD	Quoted Online
2.	1 No	<b>VVVF Drive :</b> VVVF Drive suitable up to 13 amps to control multi speed machine	Quoted Online
3.	1 set	<b>Main rope:</b> Main suspension steel rope of 13 mm dia	Quoted Online
4.	1 set	<b>Speed Governor:</b> Heavy safety steel rope 6 mm Dia with set of operating pulley.	Quoted Online
5.	4 Nos	<b>Sheeve:</b> Diverting pulley (AMDC1 LL=900-1550 mm ) for converter weight, car top, main motor.	Quoted Online
6.	2 Nos	<b>Landing door:</b> Heavy duty IFG door frame to frame size 1200 mm clear opening 940 mm in CRCA sheet and heavy duty door lock for G+5	Quoted Online
7.	1 set	<b>Complete wiring:</b> Cable 0.75 sq.mm/4 sq.mm ,Wire-0.5 sq.mm as per IS 14665	Quoted Online
8.	1 set	<b>Car operating and landing operating panel for G+7 floors:</b> Wall mounted, SS push button with Braille, 7 segment display	Quoted Online
9.	1 No	<b>Motor service and car modernization :</b> Refurbishing motor gear box & servicing main motor, modernization of floor, roof floor with hard steel, wall panels painting.	Quoted Online
10.	1 No	<b>Labour charges:</b> Dismantling of failed spares and erecting the above spares, testing ,commissioning and certification.	Quoted Online
GST			

SIGNATURE OF THE CONTRACTOR:

ADDRESS:

IT PAN NO.

EPF Code No.

ESI Code No.

GSTIN No.

SAC Code No.

**SCHEDULE-B**  
**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,

Date:

-----

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender/Work:

Dear Sir,

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

2. -----

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-C**  
**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 Address (b) Factory / Works address (c) Phone No. (d) Fax No. (e) E-mail Address (f) GSTIN No. (g) PAN No.	
2.	Name, Designation & Address of the person signing the tender	
3.	<b>EARNEST MONEY DEPOSIT</b>	
	a) Mode  b) Whether Uploaded the e-Receipt containing unique Transaction reference (UTR)/ Bank Account Scroll in case of Account transfer from same Bank	NEFT/RTGS/Bank Account Transfer/PEMD  Rs.           /-  YES/NO
4.	<b>BID QUALIFYING REQUIREMENTS</b>	
	i) whether required copies for satisfying BQR are uploaded	YES / NO
	ii) Whether the above evidences are attested by Notary Public/Gazetted Officer	YES / NO
5.	<b>VALIDITY</b>	
	Whether your offer is valid for a period of 180 days from the date of opening of Techno Commercial Cum Price Bid	YES / NO
6.	<b>PRICE</b>	
	i) Whether the price quoted is <b>FIRM</b> for a period till completion of contract	YES / NO
	ii) Whether the break ups for the quoted Unit Price have been mentioned in Schedule-A of the Specification	YES / NO
	a) Individual rate for each item	YES / NO
	iii) GST in %	CGST : SGST :
	iv) HSN/Account Code of <b>Service (SAC)</b>	
	Note: The above break-up details should be furnished clearly without any ambiguity failing which the offer is liable for rejection	
7.	<b>PAN, EPF,ESI AND GSTIN</b>	
	whether proof of PAN number uploaded	YES / NO
	whether proof of EPF number uploaded	YES / NO
	whether proof of ESI number uploaded	YES / NO
	whether proof of GSTIN number uploaded	YES / NO
8.	<b>COMMERCIAL TERMS</b>	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION V OF TENDER SPECIFICATION	

	a) Payment terms (clause 6)	YES / NO
	b) Period of Contract (clause 8)	YES / NO
	c)Liquidated Damages (Clause 5)	YES / NO
	f) Security Deposit (clause 4)	YES / NO
9.	<b>TENDER ACCEPTANCE LETTER</b>	
	Whether Tender acceptance letter as per Schedule, E-signed with company Seal on letter head and uploaded in the technical Bid	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)

**ANNEXURE-I**

**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 at .....herein-under called the "Tenderer" to and in favour of **TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LIMITED, GSTIN 33AADCT4784EIZC**, a subsidiary of TNEB Limited, formed on 1<sup>st</sup> 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 represented by .....hereinafter called the TANGEDCO.

WHEREAS the contract is for the works in terms of the **TENDER SPECIFICATION NO...../2021-22.**

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN.....in state of..... Our applicable GST% for the above reference job is under code.....

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

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

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

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**



**ANNEXURE-II**  
**UNDERTAKING**

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

Nature of the work:

Order No:

1) I/we hereby state that, the EPF & ESI employee and employer contribution has been remitted for all the workers engaged for execution of the respective contracts.

2) I/we hereby state that, there are no EPF & ESI dues to be remitted in respect of the period of the execution of the respective contracts and in case, if there is any shortfall of discharging the EPF & ESI obligations on our parts (contractor) at later date, TANGEDCO/ TANTRANSCO shall not be responsible for the consequent Legal/ Financial obligations.

Authorised Signatory  
(Contractor)  
With seal

**ANNEXURE-III**

**BREAKUP DETAILS OF THE STATUTORY COMPONENTS FOR THE PROPOSED NUMBER OF THE WORKMEN TO BE ENGAGED FOR THE WORKS CONTRACT/SERVICE CONTRACT**

1)	Name of the work	
2)	Specification No.	
3)	Minimum number of workmen proposed to be engaged to execute the works	
4)	Minimum Wages (as per the PWD Schedule Rates of Wages/ Minimum Wages Act)	
5)	Wages for weekly off relievers	
6)	EPF 13% Employer Contribution	
7)	ESI 3.25% Employer Contribution	
8)	Eligible Bonus	
9)	Gratuity	Applicable/ Not Applicable
	If applicable (amount in rupees)	
10)	GST	
11)	Expenses towards other Statutory Compliances, Safety appliances and other Amenities (should be less than 2%)	
12)	Total Amount (per month)	
13)	Total Amount (per year/period of contract)	
14)	Over heads including profit portion	

Authorised Signatory  
(Contractor)  
With seal