



**TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LTD.
METTUR THERMAL POWER STATION – I**

Name of work: Specification for the work of

“MTPS-1 – O&AHS – FAM - PDFACS – Operation and Maintenance of pressurized dense fly ash collection system (PDFACS) for disposal of dry fly ash on tonnage basis including supply of spares in respect of Unit-III/ MTPS-I for a period of 120 unit running days (or) To dispose Ash quantity 99000 MT whichever is earlier (Phase-III).”

THROUGH E-TENDERING

(Through NIC Platform)

SPECIFICATION NO.: CE/ SE/ M-II/ MTPS-I/ O&AHS/OT. No. 03 /2022-23

DUE DATE FOR OPENING OF TENDER : 10.05.2022

**OFFICE OF THE CHIEF ENGINEER
METTUR THERMAL POWER STATION - I
METTUR DAM - 636 406
TAMIL NADU.**

**Service Provider: The Tamil Nadu Government E-Procurement System
Website for online bid submission: <https://tntenders.gov.in/nicgep/app>**

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.
METTUR THERMAL POWER STATION – I
NOTICE INVITING TENDER THROUGH E-TENDER.**

1	Tender Specification No.	CE/ SE/M-II/MTPS-I/O&AHS/OT. No. 03 / 2022-23
2	Name of the work	"MTPS-1 – O&AHS – FAM - PDFACS – Operation and Maintenance of pressurized dense fly ash collection system (PDFACS) for disposal of dry fly ash on tonnage basis including supply of spares in respect of Unit-III/ MTPS-I for a period of 120 unit running days (or) To dispose Ash quantity 99000 MT whichever is earlier (Phase-III)".
3	Description of Work & Quantity	As per Schedule
4	Method of Tender	Open E – Tender System – (Online :-Part I - Techno-Commercial Bid and Part II – Price Bid) / Submission of Offer through web-site: https://www.tntenders.gov.in/nicgep/app of NIC.
5 a	Earnest money Deposit (EMD) to be paid	Rs.98,400/- (Rupees Ninety eight thousand and four hundred only) to TANGEDCO's Account Account No: 550518752 Name of Bank : Indian Bank., Mettur dam IFSC Code : IDIB000M034 The Earnest Money Deposit shall be in the form of NEFT / RTGS . Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The bidders may also remit EMD through Bank Account Transfer to TANGEDCO's Account – Account No: 550518752 – Name of Bank: Indian Bank., Mettur dam, IFSC Code: IDIB000M034. A copy of bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of bank, bank account number of bidder and IFSC code shall be uploaded.
6	URL for online bid submission for e-tender	https://www.tntenders.gov.in/nicgep/app
7	Date of commencement for view of Tender.	25.04.2022
8	Last date and time for submission of EMD	Before 12.00 hrs. on 09.05.2022 (The EMD amount has to be received in TNEB/TANGEDCO account through e-payment, by 2 hours before closing time of tender)
9	Date and time of closing of online e-tender for submission of Techno Commercial Bid & Price Bid	09.05.2022 @ 14:00 hrs.

10	Date & time of opening of tender electronically	10.05.2022 @ 14:30 hrs. onwards
11	Specification available at website:	The tender specification will be placed at the following websites. (i) TANGEDCO : www.tangedco.gov.in (ii)NIC: https://www.tntenders.gov.in/nicgep/app The Prospective bidders may download the same.
12	Documents to be uploaded by the Tenderers during e-submission through https://www.tntenders.gov.in/nicgep/app of NIC	Part I - Techno-Commercial Bid 1. Copy of e-receipt for EMD 2. Proof for BQR 3. SCHEDULE 4. JOB SPECIFICATION 5. SPECIAL CONDITION 6. Section D, E & ANNEXURE and other documents whichever is applicable 7. EPF, ESI, PAN, TIN etc., 8. Declaration form 9. GSTIN evidence copy Part II Price Bid
13	Contact Address for any Clarification.	Superintending Engineer/ Mechanical –II Mettur Thermal Power Station – I Mettur Dam-636406 Ph.No. 04298-240393
14	Place at which tenders will be opened	Office of the Superintending Engineer/ Mechanical-II/ Mettur Thermal Power Station – I Mettur Dam-636406

Sd/xxx

**CHIEF ENGINEER(fac),
Mettur Thermal Power Station – I
Mettur Dam- 636406.**

To

1. Copy to the Superintending Engineer / Mechanical-II/ MTPS-I.
2. Copy to Executive Assistant to CE / MTPS-1
3. Copy to EE / O&AHS / MTPS-I
4. Copy to EA TO SE/M-II/ MTPS-I for publish in TANGEDCO & NIC & Govt., Web-Sites.
5. Copy to AAO/Cash/MTPS-I to accept the cost of EMD through e-payment.
6. Copy to the Notice Board

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.
METTUR THERMAL POWER STATION – I**

Specification No: CE/ SE / M-II / MTPS-I / O&AHS/OT. No. 03 / 2022-23
INSTRUCTIONS TO BIDDERS

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

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

2.0 Registration:

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

3.0 Contact persons:

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

E-mail : support.etender@nic.in

Contact No.: 044 – 24466495

-- 24902580 Extn.: 332

-- 24917850

4.0 System Requirement:

- i. Operating System: Windows XP-SP3 & above

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

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level. For detailed guidance about browser and Java configuration the bidders are advised to go through the video guide available under "Bidders Manual Kit" at

["https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page"](https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page)

5.0 Searching for Tender Document:

- 5.1 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.
- 5.2 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.
- 5.3 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.

6.0 Preparation Of Bids:

- 6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 6.2 Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 6.3 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.** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. **One hard copy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TANGEDCO after opening of the e-tender.**
- 6.4 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.

- 6.5 The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

7.0 Electronic Submission Of Bids:

- 7.1 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.
- 7.2 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.
- 7.3 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.4 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.
- 7.5 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.
- 7.6 A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. **If the BOQ file is found to be modified by the bidder, the bid will be rejected.**
- 7.7 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.**
- 7.8 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers' public keys.

- 7.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.10 Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7.11 Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
- 7.12 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.

8.0 Late Bid:

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

9.0 Modification and withdrawal of bids:

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

10.0) ASSISTANCE TO BIDDERS:

10.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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

It may be noted by the bidders that NIC is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TANGEDCO and the successful bidder(s) subsequent to the bidding process.

**SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I**

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.
METTUR THERMAL POWER STATION – I
Specification No: CE/ SE / M-II / MTPS-I / O&AHS/ OT. No.03 / 2022-23**

SECTION – A

A. EARNEST MONEY DEPOSIT:

- 1) Tenderer should pay the specified amount towards Earnest Money Deposit as follows: Earnest Money Deposit : Rs.98,400/- (Rupees Ninety eight thousand four hundred only) .
- 2) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS as for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded .The bidders who are willing to remit EMD through Bank Account Transfer are permitted by the way of account transfer of same Bank (Indian Bank) also. In this case it is insisted to place a copy of Bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the Bank, Bank Account Number of bidder and IFSC code so as to verify the credit of the same in TANGEDCO Bank account scroll for ensuring the EMD compliance of bidders. The EMD amount has to be received in TNEB/TANGEDCO account **through e payment, 2 hours before closing time of tender).** **EMD amount received beyond tender closing time will be summarily rejected.**
- 3) **Any other mode of payment of EMD other than NEFT/RTGS ACCOUNT TRANSFER OF SAME BANK shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.**
- 4) The following categories of tenderers are exempted from payment of Earnest Money Deposit:-
 - a) The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
 - b) The Small Scale Industrial Units Registered with the National Small Industries Corporation.
 - c) The SSI Units holding Acknowledgement issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/ Acknowledgement has been issued.
 - d) Departments of the Government of Tamil Nadu.
 - e) Undertakings and Corporations owned by the Government of Tamil Nadu.
 - f) Tiny Industries classified under S.S.I. registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu in respect of those items for which the Registration Certificate issued.
 - g) Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation (NSIC) in respect of those items covered under Registration Certificate.
- 5) There is exemption from payment of EMD in case of SSI Unit registered within Tamilnadu. However the tenderer have to upload attested copy of their SSI registration certificate showing the works for which they are permitted to work along with the validity of the certificate as proof of eligibility for exemption from payment of EMD. Exemption of EMD shall be permitted only if the registration pertains to the specific nature of work. The registration should be valid for entire period of contract.

- 6) The bidders should upload the audited attested copy of Profit and loss Account, balance sheet along with proof for exemption for Payment of EMD in order to ensure the SSI status of the firm based on investment held in plant & machinery for extending exemption from paying EMD.
- 7) In case the investment held by them in plant and machinery as per their financial statement of account exceeds Rs. 50 Crores, the General Manager, District industries centre concerned will be requested to verify the SSI Status of the firm. Till the receipt of confirmation from General Manger / District Industries Centre concerned, the exemption from paying EMD for SSI Units shall not be extended.
- 8) Udyog Aadhar Memorandum Certificate issued by District Industries Centre , vide notification No: SO E 2576E,dated 18th September 2015 of MSME Government of India will be accepted in addition to the SSI certificate for permitting EMD exemption in respect of SSI units while participating in TANGEDCO tenders.
- 9) The composite criteria stipulated as per the notification No.S.O.2119(E) dated 26.06.2020 are to be complied by **the micro and small industries for claiming EMD exemption and purchase preference in TANGEDCO's tenders.**

Classification of Enterprises:

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

- (i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- (iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

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, it is suggested to insist a certificate from Chartered Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover.

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.

10) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application after intimation is sent to him of the rejection of tender.

11) The Earnest Money Deposit will be retained in the case of successful tenderer / tenders and will not carry any interest. It will be dealt with as provided in the tender. When the tender is accepted, the tenderer whose tender is under consideration shall attend the office of the SE / M.II / MTPS – I /Mettur Dam-6 on the date fixed by written intimation to him. If the tenderer fails to attend the office before the end of specified period, his tender will not be considered.

12) The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.

- i) The e-receipt of payment of EMD through NEFT/RTGS/ACCOUNT TRANSFER FROM SAME BANK.**
- ii) The proof of exemption of EMD**
- iii) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.**
- iv) Not satisfying any one of the Bid Qualification Requirement as stipulated.**

13) FORFEITURE OF EMD:

Having examined the tender specification together with the schedules attached, the bidder is deemed to accept to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfilment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.

The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.

- (a) He **withdraws** his tender or backs out **after acceptance**.
- (b) He withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
- (c) He violates any of the provisions of these regulations contained herein.
- (d) He revises any of the terms quoted during the validity period.
- (e) In the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.

Sd/xxx

**SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I**

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.
METTUR THERMAL POWER STATION – I**

Specification No: CE/ SE / M-II / MTPS-I / O&AHS/OT. No. 03 / 2022-23

SECTION – B

Name of work: MTPS-1 – O&AHS – FAM - PDFACS – Operation and Maintenance of pressurized dense fly ash collection system (PDFACS) for disposal of dry fly ash on tonnage basis including supply of spares in respect of **Unit-III/ MTPS-I** for a period of **120 unit running days (or) To dispose Ash quantity 99000 MT** whichever is earlier (Phase-III).

BID QUALIFICATION REQUIREMENT

1) The bidder should have executed the work of Operation & Maintenance of Fly Ash Collection System for disposal of dry fly ash including supply of spares in a single order value of more than 24.59 lakhs within the past 10 years as on the date of tender opening in any of the Thermal Power Stations of State or Central Government Organization / Public Sector Undertaking / State Electricity Boards in India. The date of the work order will be reckoned for ascertaining the eligibility of the tender. The bidder shall upload scanned original of the work order in complete shape for the above during e-tender.

2) The bidder shall upload the scanned original of the End user's certificate for the satisfactory performance of the above. In case the work was carried out in TNEB/ TANGEDCO , the End user Certificate will be obtained by the tender inviting Authority directly from the concerned Organization. However in case of other organizations, End user certificate should be obtained, scanned and uploaded by the bidder during e-Tender.

3) The bidder should have annual turnover of more than Rs.24.59 lakhs in any one of the three financial years (i.e. 2018-19, 2019-20 & 2020-21) and shall upload any one of the following statements in support of Annual Turnover for all the three financial years 2018-2019, 2019-2020 & 2020-2021.

- i) Scanned original of Annual Audited Balance Sheet duly certified by a Chartered Accountant. (or)
- ii) Scanned original of Turnover statement duly certified by a Chartered Accountant. (or)
- iii) Scanned original of Sales Tax return filed by the bidder. (or)
- iv) Scanned original of Income tax return filed by the bidder. (or)
- v) Scanned original of Enlistment certificate issued by NSIC containing turnover details of the bidder as a proof of annual turnover.

Note: The Documentary proof for the above BQR shall be scanned and uploaded, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BOR criteria after tender opening, in the office of the Tender Inviting Authority.

Sd/xxx

**SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I**

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.
METTUR THERMAL POWER STATION – I**

Specification No: CE/ SE / M-II / MTPS-I / O&AHS/OT. No. 03 / 2022-23

**SECTION – C
REJECTION OF TENDER**

I. The tender will be summarily rejected and the price bid will not be opened if

- a) On opening of the techno commercial bid, in case the tenderer has not furnished the required EMD as specified.
- b) Not complied BQR
- c) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
- d) Not covering the entire scope of work (i.e.) for all the portions of schedule of items.
- e) Proof of EPF & ESI is not enclosed.

II. The bid is also liable for rejection if it is

- 1) Not in the prescribed form of e-tender system.
- 2) Not properly signed by the tenderer.
- 3) Received from any black listed firm or contractor.
- 4) Received through E-Mail / Fax.
- 5) Received after expiry of the due date and time.
- 6) Does not conform to TANGEDCO's specification.
- 7) Tenderer is directly or indirectly connected with Government service or TANGEDCO's service or a local authority.
- 8) The past performance (or) vendor rating is not satisfactory.
- 9) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- 10) The documentary evidence for having registered under GST (i.e.) **GSTIN** is not uploaded by the contractor.
- 11) Not in conformity with TANGEDCO's Commercial terms and Technical specifications
- 12) If the declaration as per specification is not signed and enclosed.
- 13) Price bid should be submitted only through online. The tender will be rejected if it is submitted in any other form.

Sd/xxxx

**SUPERINTENDING ENGINEER
MECHANICAL-II/ MTPS-I**

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.
METTUR THERMAL POWER STATION – I**

Specification No: CE/ SE / M-II / MTPS-I / O&AHS/OT. No. 03 / 2022-23

SECTION – D

**D.1) INSTRUCTION TO BIDDERS FOR OPENING OF ONLINE BIDS IN
E- TENDER & EVALUATION**

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.

D.1.0. For and on behalf of TNEB, Tender offers will be opened electronically at **14.30Hrs.** on the date notified i.e. **10.05.2022** at the office of the **Superintending Engineer / Mechanical-II / Mettur Thermal Power Station - I / Mettur Dam - 636406** through **<http://www.tntenders.gov.in/nicgep/app>**. in the presence of tenderer's authorized representative, who are present on the date of opening. No late tender and those not in confirming with the prescribed forms, conditions, specification or without Earnest Money Deposit are entertainable

D.1.1 The Tenderer should quote their rates for all the portions of schedule items or otherwise the tender rates will not be considered and will be rejected.

D.1.2. The Tenderer should work out his own workable rates and the quoted rates should be firm till the acceptance of the proposal. The tenderer should inspect the site and offer his rates after thoroughly verifying the nature and items of various works involved. No extra claim will be allowed later on.

D.1.3. The tenderer should submit his rates only in the departmental schedule of quantities forms enclosed along with the specification. Otherwise the tender will be rejected at the time of opening the tender itself.

D.1.5 **Price bid should be submitted only through online. The tender will be rejected if it is submitted in any other form.** The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tender Act, 1998 and the Tamil Nadu Transparency in Tender Rule, 2000.

D. 1.6. Conditional Tenders will not be accepted.

D.2.0. RECEIPT OF TENDER:

The tenders received after the specified date and time will summarily be rejected. If the date happens to be holiday, the next working day will be the due date.

D.3.0 OPENING OF TENDER:

The tender received within the time specified for submission will be opened in the presence of such of those tenderers or their authorized agents as may be present.

D.3.1 OPENING OF COMMERCIAL & TECHNICAL BIDS (PART-I):

The Tender offers except price bid will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Superintending Engineer/ Mechanical-II / MTPS-I / Mettur Dam, through <http://tntenders.gov.in/nicgep/app> in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

D.3.2 OPENING OF THE PRICE BIDS: (PART - II)

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

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

D.3.3. If the tender is made by an individual, it shall be signed with his full name and his address. If it is made by a firm, it shall be signed with co-partnership name by a member of the firm and address of such member of the firm shall be given. If the tender is made by a corporation, it shall be signed by duly Authorized Officer, who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.

D.4.0 PERMANENT ACCOUNT NUMBER :-

Income tax payable on the contract amount at the appropriate rates levied from time to time will be deducted out of the payments to be made to the contractor in accordance with the provisions of the Income Tax Act 1961 as amended from time to time. The tenderer has to furnish their Permanent Account Number along with their offer.

D.5.0 Tenderers should upload an attested Xerox copy of their Registration Certificate as contractor for works in TNEB / Thermal Stations in the techno- commercial bid if available.

D.6.0 RIGHTS OF THE TANGEDCO :

Not with-standing anything contained in this specification TANGEDCO reserves the right to:

- a) Accept the lowest tender.
- b) Revise the quantities at the time of placing orders.
- c) Reject any or all the tenders or cancel without assigning any reasons therefor.
- d) To split the tender quantity and place orders on one or more than one firm to meet the delivery / work requirement.
- e) Recover losses if any sustained by TANGEDCO from the successful tenderer who pleads inability to supply / work and backs out of his obligation after award of contract, the Security Deposit paid shall be forfeited.
- f) To cancel the orders for not keeping up the delivery / work schedule.

D.7.0. VALIDITY OF TENDER:

Tender should be valid for a period of **120 days** from the date of opening of Tender. Offer with lesser validity period shall be rejected. Any delay in deciding the tender for administrative reasons should not be a plea for revising the rates originally offered in the tender.

D.8.0 INFORMATIONS REQUIRED & CLARIFICATIONS :

D.8.1. The Firm / Contractor shall also carefully study the site condition and additional specifications and all the documents which form part of the contract can be obtained during office hours on any working day from the office of the Superintending Engineer/ Mechanical –II, Mettur Thermal Power Station – I, Mettur Dam-636406. Ph.No.: 04298-240393

D.8.2 The Tenderer shall inspect the site, examine and obtain all information required and satisfy himself regarding access to site, communication, transport, equipment and facilities and local working conditions required for the work. Ignorance of the site condition shall not be accepted by the owner as basis for any claim for compensation. Any later claims / disputes in regard to the rates quoted shall not be entertained. No ambiguous clauses, which may put the Board to uncertain commitments, will be entertained. The Board will not however, after acceptance of the contract rate, shall give any extra charges for lead or for any other reasons in case the contractor is found later on found to have misjudged the materials available.

D.9.0 RATES ARE INCLUSIVE OF INCIDENTAL ITEMS :

It will be deemed that the rates quoted by the tenderer are inclusive of all incidental items of work not necessarily mentioned in the schedule but nevertheless essential for the correct and complete execution of the work. The prices should be in Indian Currency.

No variation in price will be accepted and price quoted should be firm till the acceptance of the proposal furnished by the tenderer.

The rates quoted for individual items shall be firm and exclusive of GST. The applicability of GST shall be enumerated separately.

D.10.0 DETAILS OF CONFIDENTIAL :

The tenderer whether his tender is accepted or not, shall treat the specification, etc., as confidential.

**D.11.0 EMPLOYMENT BY CONTRACTORS OF QUALIFIED TECHNICAL STAFF
IN EXECUTION OF WORKS:**

Preference in selection from among the tenderers will be given, other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work. The tenderer should, therefore state, in clear terms, whether they are professionally qualified or the staff to be employed. In case, the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site during working hours personally checking all the work and paying extra attention to such works as may demand special attention.

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

The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required to be always at the site during working hours personally checking all items of work and paying extra attention to such works as may demand special attention.

If further necessary information is required the SE/M.II/MTPS-I/Mettur Dam-6 will furnish such, but it must be understood that tenders uploaded should be in order and according to instructions cited above.

D.12.0 RIGHT TO DECIDE THE TENDER RESERVED :

It shall be expressly understood by the TENDERER that the TANGEDCO or the competent authority to decide the tender shall have the right to relax or waive any of the conditions stipulated in this specification wherever deemed necessary in the best interests of the TANGEDCO for good and sufficient reasons. **The TANGEDCO or the competent authority to decide the tender reserves this right.**

In case of any discrepancy the decision of the TANGEDCO or the competent authority will be final and binding on the tenderer. TANGEDCO or the competent authority Reserves the right to reject any or all the tenders without assigning reasons and reserves the right to divide the number of works to be entrusted between two or more contractors.

Madras Detailed Standard Specification will be followed wherever applicable and in cases not covered by the individual specification attached.

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

D.13.0 GENERAL:

Before quoting of the tender, the tenderer should have carefully followed the instructions in the tender notice and have read the Tamil Nadu building Practice and the relevant conditions of the General conditions of Contract and should have made such examination of the contract documents and the specification etc. and of the location, where the said work is to be done and in regard to the materials to be furnished as to enable him thoroughly to understand the intention of the same and requirements, covenants, stipulations and restrictions contained in the contract and in the said specifications and should distinctly agree that they would not hereafter make any claim or demand upon TANGEDCO based upon or arising out of any alleged misunderstanding or misconception or mistake on their part of the said requirements, covenants, stipulations and restrictions and conditions.

The tenderer should clearly understand that the entire work has to be carried out in accordance with the relevant Indian Standard specifications with their latest amendments and his rates shall be inclusive of all the expenses required to meet the requirements of such specifications.

The tenderer should quote specific rates for each item in the schedule and the rates should be in Rupees and sums of five Paise.

D.14.0 APPEAL:

Any tenderer aggrieved by the order of the tender acceptance authority (competent authority) may prefer an appeal to the TANGEDCO within 10 days from the date of receipt of order.

Sd/xxxx

**SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I**

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.
METTUR THERMAL POWER STATION – I**

Specification No: CE/ SE / M-II / MTPS-I / O&AHS/OT. No. 03 / 2022-23

**SECTION – E
TERMS AND CONDITIONS**

E.1.0 SECURITY DEPOSIT :

E.1.1 When a tender is to be accepted, the tenderer whose tender is under consideration shall attend the office on a date fixed by written intimation to him. He shall forthwith upon intimation being given to him of acceptance of his tender by the TANGEDCO. Must furnish security deposit for an amount equal to 5% of the contract value (including the EMD already paid). **The time limit to remit security deposit is fixed as upto 30 days. In the event of failure to remit Security deposit within the prescribed period, EMD shall be forfeited and order be cancelled.**

E.1.2 This Security Deposit together with the Earnest Money shall be retained as Security for the due fulfillment of the contract. Earnest Money Deposit and Security Deposit will not bear any interest.

E.1.3 The Security Deposit / EMD are refundable only after the satisfactory completion of the work in all respects.

E.2.0. RATES:

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.

E.2.1. 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.**

E.2.2 The TANGEDCO or any Officers 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.

E.2.3. Tenders offering a percentage deduction from or increase in the estimate amount and those not submitted for lump sum amount for items not called for shall not be included in the tender. No alterations which are made by the tenderer in the contract form, the conditions of contract, the drawings, the specification of quantities accompanying the same will NOT be recognized. If any such alterations are made, the tender will be void. **Tenders not uploaded in the board's schedule of quantities form will not be considered.**

E.3.0 ACCEPTANCE AND AGREEMENT:

The fact of the submission of a Tender to the TANGEDCO shall be deemed to constitute an Agreement between the tenderers and the TANGEDCO whereby 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 thereof by the TANGEDCO throughout the period of contract. The acceptance letter issued with the agreed terms therein shall form the document of contract. After receipt of acceptance order the contractor shall execute necessary agreement in the prescribed form. The stamp duty payable to this agreement is of the value of Rs 20/-, which should be borne by the successful tenderer. The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfillment of the contract in the office of the Superintending Engineer concerned of the work. Failure to enter into the required agreement as defined in this paragraph shall entail for forfeiture of the Earnest Money Deposit paid. The work face value of the agreement will only be limited to the finalized work. It is not binding that the Electricity board should allow the contractor to complete the work upto the face value of the agreement.

E.4.0. LIQUIDATED DAMAGES:

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

E.4.1 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.

E.4.2 The contractor is liable to pay to the TANGEDCO in addition to liquidated damages for delay, the actual difference in price wherever the TANGEDCO orders, the delayed quantity to be supplied / executed by other agencies at a higher rate.

E.5.0. QUANTITY DISCREPANCIES BETWEEN DRAWING AND SPECIFICATION:

Quantity of the work will be as per the accepted schedule. It is to be expressly understood, that the measured work is to be taken (As per custom or practice in vogue) according to the actual quantities placed and finished as per the drawings or as per measurement or weight at the respective prices without any additional charges for any necessary or contingent works connected there with. The rates quoted should be inclusive of such works and complete in every aspect. Should thereby any discrepancy between the specifications and/or schedule of prices and/or drawings or any inconsistency, error or omission in either of them, reference must be made to the ENGINEER for an explanation and the contractor will be held responsible for any errors that may occur in the work through neglect of this precaution. The explanation of the Engineer shall be final and binding on the CONTRACTOR

E.6.0. PERIOD OF COMPLETION OF WORK:

E.6.1. The period of completion of work will be **as specified in the Tender Schedule** from the date of handing over of site by TANGEDCO including all Sundays and Holidays declared by Government of Tamil Nadu. The work has to be carried out beyond office hours (i.e. before or after office hours), if required and approved by Site Engineer.

E.6.2. If the contractor fails to maintain the stipulated time of completion as specified in the schedule, he shall be liable to pay liquidated damages. It shall be clearly understood that failure to meet the completion dates and/or slow progress of work they shall also attract penalty as per General conditions of contract.

E.6.3 **DEFAULT:** The defaulting contractors should be made liable to pay to the Board, in addition to Liquidated damages for delay, the actual difference in price, wherever TANGEDCO orders the delayed quantity to be executed by other agencies at a higher rate.

E.6.4 **LOSS OR INCONVENIENCE:** If the contractor has failed to complete the work / discontinue the work will be carried out by engaging other suitable agencies by Board. The loss or inconvenience in connection with the above work will be recovered from the default contractor.

E.7.0 TERMS OF PAYMENT :

E.7.1. 95% payment of the all inclusive price (including GST) of each completed works / services shall be released to the vendors of SSI units and non-SSI units within a time frame of 90 days from the date of satisfactory completion of works / services as the case may be and submission of bills with required documents after deducting recoveries, if any.

In the event of TANGEDCO failing to up keep the stipulated time frame for releasing payment to SSI units and non-SSI units against satisfactory completion of works / services , the simple interest will be paid for the delayed period at SBI three months MCLR

E.7.2. Balance **5%** withheld amount will be paid together with security deposit on satisfactory completion of work in all respect provided that there is no recovery or forfeiture of any amount from the contractor within the time frame of 90 days.

E.7.3. It shall be noted that no advance payment will be made by the TANGEDCO for any part of the contract under any circumstances even if the contractor is a Government body.

E.7.4. Payment will be made by Cheque on any of the commercial banks or their Branches in Tamil Nadu as may be decided by the TANGEDCO from time to time, Exchange Commission, if any, in the issue of Demand Draft / Cheques will be to the account of the successful tenderer.

E.7.5 The Earnest Money Deposit and the security deposit amount collected will be released after the final bill is audited by the audit section.

E.8.0. LIABILITY FOR ACCIDENT TO PERSONS :

The attention of the tenderer is also drawn to the preliminary specification M.D.S.S. in particular to clause 45 (b) dealing with accidents. It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employees against any accident from any cause and he shall indemnify the TANGEDCO against any claims for damages or injury to persons or property resulting from any such accidents and shall bear the provision of the workmen's compensation act. Take steps, properly to insure against any claims there under by way of accidents, risk insurance for all purpose of relief. Failing which, the contractor will be responsible to meet the compensation awarded under the said act. The indemnity bond shall be executed in Rs. 80/- stamp paper.

E.9.0 SPECIAL SAFETY CONDITIONS:

The contractor and his men should strictly observe all the rules relating to the work issued from time to time and the same will be binding on the part of the contractor..

- 1) All the works have to be executed only in the presence of supervisors engaged by the contractor as well as the department personal.
- 2) All the relevant personal protective equipment's like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield, hand gloves, ear plug, ear muff, welding screen, fall net etc., depending upon working condition and nature of job / work should be supplied by the contractors to their workmen and to be ensured for proper usage by their workers without fail.

- 3) Proper welding machines with accessories, good & sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials etc., should be used wherever necessary. Proper earthing shall be provided wherever necessary.
- 4) 24 volt hand lamp should be used while attending works in the confined spaces like inside the boiler, mill, duct, transformer, tunnel, tank, trench etc.
- 5) The contractor shall not allow his workmen to wear loose garments, like lungies, dhotis, watches, loose jewels and bangles etc., while at work and smoke cigarette, beedies etc., inside the power house premises.
- 6) The contractor shall ensure that his workmen to wear tight full pant and workwomen to wear overcoat while at work inside the power house premises.
- 7) No workmen below the age of 18 year should be engaged by the contractor for any works and no women workers shall be allowed to work in night hours except between the hours of 6 A.M and 7 P.M inside MTPS-I.
- 8) The work should be done carefully by observing all safety precautions. The Contractor is advised to take utmost care for the protection of their men and materials.
- 9) More care has to be taken during the execution of works at higher elevations, and confined spaces.
- 10) Any job, carried out at higher elevation above 2 meter, workers should wear safety belt.
- 11) The contract workmen should not open the fire hydrants for taking bath etc.
- 12) The contract workmen should not open the service air line for cleaning body.
- 13) EPF and ESI coverage should be taken for each & every contract worker, while attending any work in the plant.
- 14) No compensation will be paid by TANGEDCO on account of any accident to men (or) loss of materials. Any accident occurred should be reported to the officer in charge immediately in the prescribed format in accordance with the Factories act, 1948.
- 15) The contractor shall indemnify TANGEDCO against all actions, suits, claims, compensation towards accidents/death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law or under the workmen compensation Act 1923, or any other statutory in force during the period of contract and to undertake steps properly to insure against any claims there under
- 16) On the occurrence of accident which may result in the death of any workman employed by the contractor or which is due to the contract work and so serious as to be likely to be result in the death of any such workman, the contractor shall intimate within 24 hours of happening of such accident in writing the fact of such accident to the Superintending Engineer/ Mechanical-II / MTPS-I, who is the jurisdictional Factory manager and such officers required by the provision of the Workmen Compensation Act or any other statutory in force. The contractor shall indemnify resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any payable by TANGEDCO as a consequence of Tamil Nadu Generation and Distribution Corporation Limited's failure to give notice under the provision of the said act or other wise to confirm the provision of such act in regard to such accident.

- 17) In the event of accident of which compensation may become payable under Workmen Compensation Act VII of 1923 and subsequent amendment thereof or any other statutory in force whether by the contractor or by the Tamil Nadu Generation and Distribution Corporation Limited as principal employer, it shall be lawful for the Superintending Engineer to retain out of the money due and payable to the contractor such sum or sum of money as may be in his opinion be sufficient to meet such liability.
- 18) The contractor should furnish the copies of FIR, post mortem report in case of fatal accidents and medical fitness certificates in case of non-fatal accidents immediately. The contractor should furnish proof for having paid the compensation as fixed by the Deputy Commissioner of Labour in accordance with the provisions of the Workmen Compensation Act or any other statutory in force.
- 19) The contractor shall possess valid Labour Licence in accordance with the Contract Labour Act 1970 and the Interstate Migrant Workmen Act 1979. The contractor shall not engage workers exceeding the maximum number of workmen specified in the Licence.
- 20) For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TN Factory Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of MTPS-I is charged by the officials of the Directorate of Industrial Safety & Health with offence punishable under the Factories Act 1948 and TN Factory Rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the Occupier and the Manager of MTPS-I will be discharged from liability under this Act, in respect of such offence.

FIRST AID: At the work site there shall be maintained a readily accessible place for first aid, applicable medicines including adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charges of a responsible person who shall be readily available during working hours.

E.10.0 LIABILITY FOR DAMAGE TO WORKS OR PLANTS:

- E.10.1 The CONTRACTOR shall during the progress of the work properly cover up and protect the work and plant from damage by exposure to the weather, and shall take every reasonable proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the CONTRACTOR or his workmen or his sub-contractors and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the CONTRACTOR and to the reasonable satisfaction of the ENGINEER. Should such loss or damage happen to units of works or plant or materials falling outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the CONTRACTOR to the satisfaction of ENGINEER.

- E.10.2. In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the TANGEDCO, be made good by the CONTRACTOR in like manner but at the cost of the TANGEDCO at a price to be agreed between the contractor and the TANGEDCO and the TANGEDCO shall pay to the CONTRACTOR the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.
- E.10.3 Until the work shall be deemed to be taken over as aforesaid, the CONTRACTOR shall also be liable for and shall indemnify the TANGEDCO in respect of all damage or injury to any person or to any property of the TANGEDCO or of others occasioned by Act of the CONTRACTOR or his work men or his sub-contractors or by defective design, work or material but not due to cause beyond his reasonable control.
- E.10.4 Provided that the CONTRACTOR shall not be eligible under the contract for any loss or profit or loss of contracts or any claims made against the TANGEDCO not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the TANGEDCO or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the CONTRACTOR has not control nor shall his total liability for loss, damage or injury exceed the total value of the contract.
- E.10.5 The contractor is not eligible for any compensation whatsoever for delay in supply of department materials or due to any other cause or due to inadequate works for his labour or suspension of work

E.11.0 POWER FOR ENGINEER TO DECIDE ORDER OF WORKS:

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

E.12.0 SUSPENSION OF WORK:

The ENGINEER may from time to time by direction in writing for any valid reasons, without in any way vitiating this contract, direct the CONTRACTORS to suspend the work or any part thereof at such time or times and for so long as the ENGINEER may deem desirable, and the CONTRACTOR shall not, after receiving such written notice proceed with the works therein ordered to be suspended until he shall have received written notice or authority to the effect from the ENGINEER.

The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of the suspension of works as aforesaid.

E.13.0 IDLE LABOUR:

- E.13.1. No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failure or any causes beyond the control of the TANGEDCO and for pre-arranged shutdowns in electricity supply for which prior notice may be given.

E.13.2. The contractor shall maintain **Attendance Register** for their employees as prescribed therein as per Factories Act 1948 and revised Act 1987 & Tamil Nadu Factories Rules 1950, failing which their registration as a contractor for works will be liable for cancellation.

E.14.0. INSPECTION OF WORKS:

The ENGINEER or his duly authorized agent shall have all times full power to inspect the work wherever in progress either on site or the CONTRACTOR'S premises or at the premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers of documents relating to the works including materials used on works shall be kept open to the inspection of the purchaser or his authorized representative when so called for in writing.

E.15.0. REMOVAL OF IMPERFECT WORK:

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

E.16.0. TOOLS AND PLANTS FOR THE EXECUTION OF THE CONTRACT:

- a) For TANGEDCO's tools and plants, machinery, equipment and materials that are lent or supplied to the contractor by the department on hire basis for executing the Board's works, such articles so lent or hired to the contractor shall be returned in good serviceable condition to the department. If any damage or shortage caused to such articles by the contractor in the course of their use in the work, the cost as may be determined by the Executive Engineer for rectification or damage or shortage so caused shall be recovered from the contractors then and there.
- b) In the case of hire of TANGEDCO's tools and plants machinery, equipments, materials etc. that are lent to contractor during Board work on hire basis, the hire charges will be recovered on the approved rates for these materials and machinery hired to the contractors then and there. If there is approved rates for these materials and machinery hired to the contractors, a tentative rate will be worked out as per prevailing rates and condition of the board and recoveries will be made from the contractor then and there, till approval rates are received.
- c) If there is any variation between the rates fixed tentatively and approved, Department has every power to recover or refund the balance of the amount from or to the contractor. The materials required for the work will be issued to the contractor at the central stores or section office and the transport from and to the work spot including loading and unloading, stacking etc., will have to be done by the contractor at his expense. Issue of materials to the contractor will be through 'T' Note and details with quantities of materials should be written on the 'T' Note and acknowledgement of the contractor should be obtained on them. Materials not used for the works and the materials retrieved from the works shall be returned by the contractor on his own arrangements at the section office or central stores as directed by the Engineer in charge. The materials other than those supplied departmentally for erection should be brought in by the contractor only after acceptance of the competent authority.

E.17.0 CLEANING OF THE SITE:

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

E.18.0 QUALITY OF WORK:

The work should be carried out strictly in accordance to the specification contained in the schedule under each item of work.

The contractor should not use DOMESTIC LPG cylinders for cutting or welding or heating purposes at Mettur TPS site works, failing which their contract is liable for cancellation without any prior intimation / prejudice to the terms and conditions of the contract.

E.19.0 IDLE TIME CHARGES FOR ANY REASONS WHATSOEVER SHALL NOT BE ENTERTAINED BY THE OWNER.

E.20.0. COMPLETION OF WORK:

E.20.1 If the contractor fails to maintain the stipulated time of completion as specified in the schedule, he shall be liable to pay liquidated damages. It shall be clearly understood that failure to meet the completion dates and/or slow progress of work they shall also attract penalty as per General conditions of contract.

E.20.2. If the contractor has failed to complete the work / discontinue, the work will be carried out by engaging other suitable agencies by Board. The loss or inconvenience in connection with the above work will be recovered from the default contractor

E-21.0 TERMINATION OF CONTRACT FOR CONTINUED SLOW PROGRESS

If the rate of progress of work at any time is found slow to ensure completion of work within the contract period the Engineer will notify the contractor to this effect in writing thereupon. If the contractor fails to do any such work to improve the progress of work the Board shall have the right to terminate the contract after giving 7 days notice and execute the balance work through departmentally or by employing other agency.

In the event of such termination of contract in addition to forfeiture of E.M.D. and S.D. amount paid by the contractor, Board shall have the right to claim as liquidated damages, the excess expenditure incurred in employing other of these agencies and or departmental labour on the basis of actual payment of these agencies and on departmental labour together with overhead, if any as per TANGEDCO regulations.

E.22.0 SUPPLY OF MATERIALS:

All materials shall be arranged by the bidder only and shall be & best quality and shall conform to relevant ISI specification.

E.23.0 SUPPLY OF WATER FOR WORK:

The contractor shall make his own arrangements at his cost for water supply for the work. Saline and Hard water should be avoided and fresh potable water must be utilized for the work.

E.24.0 POWER SUPPLY:

The Power supply will be effected at the appropriate tariff and at only one convenient point as decided by the Engineer at site and the contractor will have to put up and maintain their distribution system at their own cost from the point of take off from the nearest main provided by the TANGEDCO.

E.25.0 ERECTION OF SHEDS:

The CONTRACTOR will be permitted to erect his own shed for offices at the place approved by the TANGEDCO FREE of ground rent. The TANGEDCO will not allow any land for putting up labour sheds and living quarters for their construction staff and the CONTRACTOR has to arrange for the same. The extent of minimum requirement of land may be indicated in the tender. On completion of work the contractor shall demolish his office and stores shed at his own cost.

E.26.0 QUANTITIES:

The quantities against various items of work furnished in the schedule of quantities are only approximate. They are meant for the purpose of having a common base for comparison of various tenders.

E.27.0 QUALITY OF MATERIALS:

- i) All the materials should be as per ISI /or from reputed firm.
- ii) All the materials are to be produced and got approved from Executive Engineer concerned before execution.
- iii) All the materials should have correct specification as mentioned in the tender.
- iv) All the materials offered should have Branch Name or make approved by the site Engineers.

E.28.0 EMPLOYMENT OF TECHNICAL STAFF:

The CONTRACTORS who themselves are professionally not qualified should undertake to employ qualified technical men at their cost to look after the work. The CONTRACTOR should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required to be always at the site during working hours personally checking all items of work and paying extra attention to such works as may demand special attention

E 29.0 GOODS AND SERVICE TAX [GST] :

The provisional ID issued to TANGEDCO is 33AADCT4784E1ZC. The details are also posted in TANGEDCO web portal.

- E.29.1 GST 18% or as the case may be applicable on total value with 100% input tax credit. All acts, rules, and provisions of GST is applicable. GST will be reimbursed against production of documentary evidence. The photo copy of GSTIN should be furnished.
- E.29.2 Any downward variation in basis price while reworking due to GST and benefit of input tax credit must be passed on to TANGEDCO.

- E.29.3 The invoice should be submitted in triplicate in GST format clearly indicating CGST 9% and SGST 9% with values. The GST shall be applicable at appropriate prevailing rates as notified by GST Act.
- E.29.4 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.

E.29.5 The bidders should have registered under GST Act and furnish VALID GSTIN as on the date of submission of offer. In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.

E.30.0. 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.

E.31.0 SUBLETTING

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

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

- a. The CONTRACTOR should fulfill strictly all the conditions as stipulated In the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made thereunder.
- b. The CONTRACTOR should take out a licence at his cost, under section 12 of the above said act within the specified period as mentioned by the Management / Principal employer at the time of awarding the contract.

E.32.0 SPLITTING OF THE WORK :

Owner reserves the right to split up the work covered in the scope of this contract among more than one contractor **as per Tender Regulation & site condition**, at the stage of initial contract award or during the operation of the contract due to the unsatisfactory progress of quality of work or both of the contractor, as considered by the owner. Owner will not entertain any claim from the contractor on account of such splitting up.

E.33.0. JURISDICTION:

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

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

E.34.0 FORCE MAJEURE:

E.34.1 If at any time during the continuous of this contract, the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons of any war hostilities, acts of public enemy, acts of civil commotion, strikes, lockouts sabotages, fires, floods, explosions, epidemics / pandemic, warranting restrictions or other Acts of God (herein after referred to as eventualities) then provided notice of the happening of such eventualities, is given by the tenderer to the TANGEDCO within 15 days from the date of occurrence thereof neither party shall, have any claims for damages against the other in respect of such non- performance or delay in performance and deliveries under this contract shall be refunded as soon as practicable after such eventuality has come to an end or ceased to exist.

E.34.2 Provided that in the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 90 days, the TANGEDCO may at its option terminate this contract by notice in writing.

E.35.0. ARBITRATION: The arbitration Clause is not applicable to this contract.

E.36.0 THE COMPLIANCE OF EPF & ESI ACT:

- a). Since Mettur Thermal Power station is covered under the EPF & ESI Act, the Contractor who desires to take up works contract for & inside the premises of MTPS is required to comply with all the relevant provisions stipulated in the EPF & ESI Act.
- b). The Contractor should have taken separate EPF & ESI main code number. The EPF main code number can be obtained from the Assistant Provident Fund Commissioner / Salem and the ESI main code number can be obtained from the ESI Authorities Salem.
- c). The workers engaged by the contractors should have EPF – UAN number (Universal Account Number)
- d). The Contractor shall be responsible for the payment of necessary EPF & ESI contributions – both Employer's and Employee's contributions as per the provisions of the EPF & ESI Act in respect of the actual workers engaged for the specified works.

TANGEDCO will not be responsible for any compensation in the event of accident etc., or any dispute arising due to non payment of EPF & ESI contribution to be made to the concerned statutory body in respect of this work. You have to furnish a undertaking in stamp paper value Rs.80/- stating the above along with the agreement.

- e) The Contractor shall submit necessary returns to the EPF office & ESI corporation within the stipulated time as required under the said EPF & ESI Act.
- f) The contractor shall produce the proof for payment of contributions both Employer's and Employee's contributions made to the EPF & ESI organization in order to claim the bills for the respective work. The EPF employer contribution remitted by the contractors for the works contract executed in respect of this work will be claimed / reimbursed, limiting the EPF employer contribution amount pertaining to the Employees of the contractor who have not been covered under Pradhan Mantri Rojgar Protshan Yojana Scheme.
- g) The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF & ESI Act in respect of the execution of the Tendered work.
- h) The contractor should register their establishment under (PMRPY) Pradhan Mantri Rojgar Protshan Yojana with the Employees Provident Fund Organization to avail the benefits.
- i) In case the contractor fails to fulfill any of the statutory provisions of the EPF & ESI Act and consequently it happens that TANGEDCO Ltd., has to meet such requirements of the said Act or Statutory Provisions in the capacity of Principle Employer, TANGEDCO Ltd., shall make such good requirements out of money due & payable to the said contractor and further the performance of the said contractor in this regard will be noted for all future contracts of TANGEDCO Ltd.,
- j) An undertaking should be submitted by the contractors in Eighty rupees stamp paper for the respective works while claiming the part / final bills. (ANNEXURE- A- Undertaking enclosed)**

Name of 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 the remitted in respect of the period of execution of the respective contracts, and in case, if there is any shortfall of discharging the EPF & ESI obligations on our part (contractor) at later date, TANGEDCO / TANTRANSCO shall not be responsible for the consequent Legal / Financial obligations

E.37.1. 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.

E.37.2. ESI Documents for While Claiming Bills:-

- (a) The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory).
- (b) The contribution history of the respective months should be submitted.
- (c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format. S.No IP.No IP.Name No. of days Wages IP Contributions
- (d) All the documents should duly signed with seal by the contractor.

E.38.0 LABOUR LAW:

The contractor should fulfill strictly all the conditions as stipulated in the Contract Labour (R&A) Act 1970 and the Rules 1975 made thereunder and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983.

- E.38.1) The Contractor who desires to take up works contracts for TANGEDCO/TANTRANSCO should deploy 20 or more workmen on a day of emergency (or) in necessity.
- E.38.2) The Contractors shall 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.
- E.38.3) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu Rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour licence before executing the works.
- E.38.4) The contract shall be terminated if the contractor fails to obtain a license under section 12 of the Contract Labour (R&A) Act 1970 within 10 days of award of contract. The contractors are advised to maintain the records as per section 78 of Contract Labour (R&A) Rules 1971 in respect of each work for which labours are engaged as detailed below:

1. Muster roll in Form –XVI.
2. Register of wages in Form –XVII
3. Register of overtime in Form – XXIII
4. Every contractor should ensure that all the workers engaged by the contractors are paid the minimum wages as per the PWD schedule of rates.
5. Every contractor should pay the wages before expiry of seventh day as per section 65 and shall issue wage slip in Form XIX to workmen as per section 78 (b).
6. Every contractor shall issue a photo identity card in Form – 25C as per rule 103-C and time card in 25 B as per section 103-B of Tamilnadu Factories Rules 1950.
7. The tenders of the tenderers who do not follow the Minimum Wages as contemplated in Point No. (4) above will be summarily CANCELLED.

E.39.0. Vendor Registration : In TANGEDCO/TANTRANSCO, Vendor Registration has come into effect from 01.01.2021 as per TANGEDCO proceedings 311, dated 29.12.2020. The firms must register in the Online Vendor portal Website <http://exam.tnebnet.org/tnebvendore> for Vendor Registration.

E.40.0. Statutory Compliance Clearance Certificate.

The Contractor has to obtain the Statutory Compliance certification for the work contracts from the service providers. The required documents should be submitted through Online by the respective Contractors. Such applications for the statutory clearance certificate will be allocated to one of the service provider, in the panel, in an automatic digital rotation method. The charges for such clearance certificate 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.

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

SIGNATURE OF THE TENDERER
WITH ADDRESS.

Sd/xxx
SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I

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ANNEXURE
GENERAL CONDITIONS (STATUTORY COMPLIANCES)

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.

2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).

3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.

4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

5) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.

6) The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub- contractors. (if permitted)

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

1.0) CONTRACT LABOUR REGULATIONS :

- (i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
 - (a) Name and situation of the work.
 - (b) Contractor's name and address
 - (c) Particulars of the Department for which the work is undertaken,
 - (d) Name and address of sub-contractors as and when they are appointed.
 - (e) Commencement and probable duration of the work.
 - (f) Number of workers employed and likely to be employed.
 - (g) 'fair wages' for different categories of workers.
 - (h) Number of hours of work which shall constitute a normal working day:-
 - (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
- (ii) Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
 - (a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - (b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
 - (c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
- (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.

- (iv) Employment Card : The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - (a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- (vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--
 - (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex.
 - (d) Age.
 - (e) EPF UAN number
 - (f) ESI number
 - (g) Aadhaar number
 - (h) Nature of accident and cause of accident.
 - (i) Time and date of accident.
 - (j) Date and time when admitted in hospital.
 - (k) Date of discharge from the hospital.
 - (l) Period of treatment and result of treatment.
 - (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (n) Claim required to be paid under Workmen's Compensation Act.
 - (o) Date of payment of compensation.
 - (p) Amount paid with details of the person to whom the same was paid.
 - (q) Authority by whom the compensation was assessed.
 - (r) Remarks.

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

- (viii) Preservation of Registers : The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
- (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
- (x) Disposal of amounts recovered from the Contractor : The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.
- (xi) Welfare Fund : All moneys that are recovered by the Engineer-in-Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
- (xii) Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.
- (xiii) Inspection of Books and other Documents: The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in- Charge
or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
- (xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.
- (xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

2.0) Compliance of EPF& MP Act, 1952:

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

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

3.0 Compliance of ESI Act 1948 :

- (a) The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
- (b) The contractor should have a separate ESI main code number.
- (c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act

in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- (e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work.

- (g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TANGEDCO & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO & TANTRANSCO.
- (h)
 - (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
 - (ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act,
necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.
- (iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

4.0) Statutory Compliance Clearance Certificate:-

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

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

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

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

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

7.0) Wages:-

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

8.0) EPF Documents to be Produced for Claiming Bills:-

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

9.0) ESI Documents for While Claiming Bills:-

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

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

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

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

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

New Forms:

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

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

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

12.0 SAFETY CONDITION:-

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos sult, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke ciqarettes, beedies etc., inside the power house premises.
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at workinside 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.

SIGNATURE OF THE TENDERER
WITH ADDRESS.

**SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I**

NAME OF WORK: MTPS-1 – O&AHS – FAM - PDFACS – Operation and Maintenance of pressurized dense fly ash collection system (PDFACS) for disposal of dry fly ash on tonnage basis including supply of spares in respect of **Unit-III/ MTPS-I** for a period of **120 unit running days (or) To dispose Ash quantity 99000 MT** whichever is earlier (Phase-III).

Period of work: **120 unit** running days or dispose quantity **99000 MT** of dry fly ash whichever is earlier.

SCHEDULE

Sl. No.	Qty.	Description of work	Unit rate (Rs. in fig & words)
1.	99000 MT	Charges for Operation and Maintenance of PDFACS system consists of PLC, Switch gear panels, modules, breakers, transformer, Dry fly ash conveying air compressors, Instrument air compressors and Auxiliaries, PDFACS equipments in ESP area, 48 nos of mixing apparatus, distance pieces, bellows, low pressure, high pressure water pipe lines, flushing water pipe lines, and required valves, gaskets, bolts, nuts and maintaining of dry fly ash conveying pipelines from ESP to silo top including structural supports, Operation and Maintenance of silo compressors and its related equipments inclusive of loading dry fly ash vehicles, cleaning of silo and surrounding areas, cleaning of ESP and surrounding areas, cleaning trenches from ESP to ASH handling pump house including all the required spares and consumables for the entire system of PDFACS. Note: The bidder should supply Genuine spares, only.	
		(One item only)	
GST @ 18% is applicable with input Tax credit on 100% (For bidders within TN : SGST & CGST) (For bidders outside TN :IGST)			

**Note: 1) While quoting the rates the bidder shall indicate the SCT code as per GST Act.
2) EPF & ESI extra as applicable.**

IT PAN No. :

GSTIN No. :

SIGNATURE OF THE CONTRACTOR
Name and Address

Sd/xxxx
SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I

TANGEDCO

SPECN. No.:CE/ SE / M-II / MTPS-I / O&AHS/OT. No. 03 / 2022-23

NAME OF WORK: MTPS-1 – O&AHS – FAM - PDFACS – Operation and Maintenance of pressurized dense fly ash collection system (PDFACS) for disposal of dry fly ash on tonnage basis including supply of spares in respect of **Unit-III/** MTPS-I for a period of **120 unit running days (or) To dispose Ash quantity 99000 MT** whichever is earlier (Phase-III).

Period of work: **120 unit** running days or dispose quantity **99000 MT** of dry fly ash whichever is earlier.

JOB SPECIFICATION

- 1 Operation and Maintenance of PDFACS system consists of PLC, Switch gear panels, modules, breakers, transformer, Dry fly ash conveying air compressors, Instrument air compressors and Auxiliaries, PDFACS equipments in ESP area, 48 nos of mixing apparatus, distance pieces, bellows, low pressure, high pressure water pipe lines, flushing water pipe lines, and required valves, gaskets, bolts, nuts and maintaining of dry fly ash conveying pipelines from ESP to silo top including structural supports, Operation and Maintenance of silo compressors and its related equipments inclusive of loading dry fly ash vehicles, cleaning of silo and surrounding areas, cleaning of ESP and surrounding areas, cleaning trenches from ESP to ASH handling pump house, including all the revised spares and consumables for the entire system of PDFACS.
- 2) The bidder should supply genuine spares and consumables only for the Maintenance of PDFAC System.

Sd/xxx

**SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I**

:TANGEDCO:

SPECN. NO.: CE/SE / M-II / MTPS-I / O&AHS/OT. No. 03 / 2022-23

NAME OF WORK:	MTPS-1 – O&AHS – FAM - PDFACS – Operation and Maintenance of pressurized dense fly ash collection system (PDFACS) for disposal of dry fly ash on tonnage basis including supply of spares in respect of Unit-III/ MTPS-I for a period of 120 unit running days (or) To dispose Ash quantity 99000 MT whichever is earlier (Phase-III).
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Period of work: 120 unit running days or dispose quantity **99000 MT** of dry fly ash whichever is earlier.

TECHNICAL CONDITIONS

1. Sufficient man-power should be employed to carryout the work in the above location.
2. The work should be done carefully and without any disturbance to other agencies.
3. For any damage to the equipment during the work, the contractor will be solely responsible and the loss due to this should be borne by the contractor.
4. If the contractor does not carryout the work to the entire satisfaction of the Engineer in-charge the contractor will be liable for termination without assigning any reason therefore.
5. The tenderer should inspect and make out thorough assessment of nature of the work before attending the tender.
6. For drawal of the materials from stores to site labour should be deployed as and when required and conveyance for materials transportation will be arranged by Board at free of cost.
7. The work should be carried out as per the direction of Engineer in-charge and all the works done as instructed by him.
8. The contractor or their representative should always be available at site to carry out the work effectively and he is fully responsible to carryout the work satisfactorily.
9. All the consumables required for the work such as welding holder, gloves, grinding wheel, diesel, cotton waste, cutting gas, welding electrodes all required minor tools and plants should be provided by the contractor for the above work at his cost.
10. The grinding machine, cutting torch etc., for the above work have to be arranged by the contractor at his cost including scaffolding arrangements required for the above work.
11. The work should be completed within **120 unit running days or 99000 MT whichever is earlier** from the date of commencement of work.
12. Any portion of the work which may not be possible to be carried out inside the premises due to special tackles required then the same will be permitted to be carried out side. The transporting will be done by the contractor at his own cost and risk.
13. The workers engaged by the contractor should wear the token issued by the Junior Engineer / Security / M.T.P.S. while on duty inside M.T.P.S. site.
14. The workers engaged by the contractor will not be allowed to go outside M.T.P.S. during working hours. If any worker wants to go outside M.T.P.S. , the contractor or his supervisor should get a letter from the concerned A.E. / J.E. and the individual worker shall be identified by the Contractor / Supervisor at the Main Gate / Security / M.T.P.S.
15. The contractor should provide personnel protective equipments and blue colour helmet to the contract workers.
16. The tenderer should produce EPF & ESI Code number for having registered in the respective statutory bodies and the evidence for the same should be scanned and uploaded or otherwise their tender will be summarily rejected.
17. The documentary evidence for having registered under GST (i.e.) **GSTIN** should be scanned and uploaded by the contractor. Otherwise the tender is liable to be rejected.

NOTE: At the time of tender opening, the GST should be in **"ACTIVE"** condition, otherwise the offer will be summarily rejected.

Sd/xxx

**SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I**

TANGEDCO

SPECN. No.: CE/SE / M-II / MTPS-I / O&AHS/OT. No. 03 / 2022-23

NAME OF WORK: MTPS-1 – O&AHS – FAM - PDFACS – Operation and Maintenance of pressurized dense fly ash collection system (PDFACS) for disposal of dry fly ash on tonnage basis including supply of spares in respect of **Unit-III/** MTPS-I for a period of **120 unit running days (or) To dispose Ash quantity 99000 MT** whichever is earlier. (Phase III)

Period of work: 120 **unit** running days or dispose quantity **99000 MT** of dry fly ash whichever is earlier.

SPECIAL CONDITIONS

Work:

- 1.The tenderer should operate and maintain the PDFAC system, continuously round the clock without any break.
- 2.The tenderer should evacuate all the 100 % fly ash generated based on the consumption of coal.
- 3.In case of any problem in dry system and non arrival fly ash lorries, the fly ash should be wet sluiced into the trenches (ie. The dry system should be changed into wet system) to avoid ESP field failures.
- 4.Dry fly ash choke collected in the ESP hoppers and chutes have to be cleared then and there.
- 5.Dry fly ash released during choke releasing in the lines has to be cleared immediately.
- 6.Accumulation of ash in the silo area and silo approach road area should be cleared then and there without polluting the area. The area utilized by the tenderer should be properly maintained day to day in neat and tidy (without alga) condition. Other wise the same will be cleaned by TANGEDCO Ltd by engaging other agency and the cost will be recovered from the contractors next immediate bill.
7. The tenderer should replace all the worn out consumables materials immediately then and there by keeping the sufficient quantity of each items readily available at site.
8. The tenderer should replace all the worn out spares of PDFACS, silo top vent bag system and compressors immediately then and there by keeping the sufficient quantity of each spare items readily available site as per the Instructions of Engineer TANGEDCO.
9. The bidder should procure and use quality spares and consumables in the existing equipments after obtaining prior approval from Engineer in-charge of TANGEDCO.
- 10.The bidder should carryout the periodical maintenance/ overhaul of compressors, Brakers, Contactors, Transformers, entire PLC System and etc., as per the instruction of engineer in-charge of TANGEDCO.

11.The bidder should maintain sufficient quantity of consumables and spares kept ready at MTPS premises to meet out any emergency.

12.The entire area of operation shall be kept in neat and tidy condition by the bidder.

13.Tenderer should pay the security deposit and EMD as per TANGEDCO terms and conditions.

14.As per Pollution control Board's norms, pollution free atmosphere at site should be maintained by the tenderer.

15.Labour regulation and abolition act 1978 will be applicable

16.Compensation to the labourers shall be borne by the contractor.

17. Insurance to the labourer shall be borne by the contractor.

18. Provision of safety appliances to labourers shall be borne by the contractor.

19.All the personnel deployed by the successful tenderer shall be treated as the personnel of the successful tenderer only and not of TANGEDCO. All the Labour laws and the rules made there under as applicable shall be followed. The successful tenderer shall maintain necessary records to this effect. EPF registration, insurance, labour license and other statutory requirements towards those personnel shall be borne by the successful tenderer. The concerned document copies should be produced at engineer-in charge of TANGEDCO.

20.The successful tenderer shall be the principal employer of the employees and workers engaged by them for O & M activities. The successful tenderer shall register themselves as principal employer in respect of the employees and workers engaged by them under Contract Labour (Regulation & Abolition) Act and follow the provisions set out in the said Act in so far as the service conditions of such are concerned.

21.The penalty will be imposed equal to the fly ash sale rate adopted by MTPS-1 per MT for un evacuated fly ash quantity. Penalty will be recovered from the contractor's next immediate bill. In case of fly ash not required by Board for sale the same has to be wet sluiced as per instruction.

22.The availability of Insurance and safety equipments, consumables, T&P's, spares should be ensured by tenderer for un – interrupt collection of fly ash round the clock.

23.The availability of labourers and supervisors round the clock should be ensured by the tenderer for un – interrupt collection of fly ash. The owner of the contractor should be available at the time of the rectification of system problem.

24.Power and water required for works during this period will be provided by TANGEDCO at free of cost as per the standard norms.

25.All safety rules of guidelines should be followed strictly in MTPS premises and lapses if any shall be viewed serious.

26.Tenderer should engage qualified Technical Assistant, Welder, Fitter, Mechanic.

27.Man power should be provided round the clock for attending to the problems in the system. Trained qualified person shall be deployed for operating the PLC in the control room.

28.The spares as approved by the Chief Engineer / MTPS-I or his authorized representative shall only be purchased, kept and used on the equipment. In case any spares borrowed from TANGEDCO it shall be returned within one month in good working conditions.

29.The dry fly ash collection system shall be maintained as per the guidelines issued by the Chief Engineer / MTPS-I from time to time or engineer in-charge.

30.The bidder should produce the daily works reports to the engineer in charge.

31.The successful tenderer shall obtain independent code number from the PF authorities. The agency shall pay the contribution in respect of the workers engaged by them and follow the provisions of the Act. The agency shall indemnify TANGEDCO from any claim arising out of failure to follow the provisions of the said Act. TANGEDCO shall in no way be responsible for their failure to follow the said Act.

32.The successful tenderer shall obtain insurance policy covering all the employees and workers engaged by them for O&M of dry fly ash handling system and other activities covered in the premises of TANGEDCO under Workmen Compensation Act. The agency shall further indemnify the TANGEDCO from any claim from employees and workmen.

33.The successful tenderer shall obtain necessary permission, license etc., from the respective authorities for carrying out the works under the Indian Factories Act. He shall also follow the provisions of the said Act as the health, safety, amenities, employment of women etc., are concerned.

34.The successful tenderer shall follow Minimum Wages Act and all other relevant Acts and laws for the works undertaken by them. The successful tenderer or their sub-contractor shall indemnify TANGEDCO against any actions from the statutory authorities against their failure or lapses under such Acts and laws.

35.Any damages caused to the equipments/structures of TANGEDCO, either by the personnel of the successful bidder, the damages shall be rectified by them at their cost. If the damages are not rectified within the period informed by TANGEDCO, the same will be done by TANGEDCO and the expenditure will be recovered from the successful bidder's security Deposit. If the bidder fails to remit the above amount within 30 days from the date of information from TANGEDCO, agreement will stand terminated.

36. Bidder shall arrange to obtain a license under Tamil Nadu contract labor (Regulation and Abolition Act. 1970) Rules 1975 from competent authorities before the commencement of work and produce on demand. Labours engaged by bidder not have any right to claim permanency from our company and they shall be disengaged on completion / termination of contract.

37. In every case in which by virtue of the provisions of Section – 12, Sub-section (1) of the Workmen Compensation Act 1923 as amended from time to time. Owner is obliged to pay compensation to a workman employed by the amount of compensation so paid and without prejudice to the rights of owner under Section -12, Sub-section (2) of the said Act, owner shall be liberty to recover such amount or any part thereof by deducting it either from the security deposited by the contractor to his credit or from any other sum due by the owner to the contractor whether under the contract or otherwise.

38. The contractor shall comply with the provisions of Employees State Insurance Act, Workmen's Compensation Act and arrange for Employees Liability Insurance required under law or regulations. In addition, the contractor shall cover his tools tackles, equipment, staff and also sub-contractors staff and workmen by insurance. The contractor shall also cover Third party Risks by insurance if agreed upon by the owner.

39. The contractor hereby expressly undertake to indemnify and hold indemnified the owner against all claims that may be referred on the owner by any party by virtue of the owner being the principal employer under law in respect of contractor / sub-contractors workmen, tools and equipment. Proof of such insurance shall be shown to the owner by the contractor.

40. Bidder shall comply with all statutory payments as applicable such as PF, etc. Bidder should ensure to cover all your workmen under PF Act. Employers contribution of PF will be applicable @13.36% of total wages (i.e. PF @ 13.36% and ESI contribution charges @ 3.25%) which will be reimbursed to Bidder by GIL on production of proof of payment every month (submission of challan copy).

41. Bidder should follow all rules , regulations and acts enacted by State / Central Governments which are applicable to this work order.

42. If the workmen of your contract meet with any industrial accident (serious or fatal) arising out of and in the course of his employment within the premises of the establishment of the principal employers, the expense towards medical treatment and or any other expenses incidental or connected to be borne by the contractor, as the contractor shall be liable for any claim arising thereafter under any enactment for proceedings.

43. The contractor shall comply in all respects with provisions of any statute ordinance or law and rules regulations or bye-laws or any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep the owner indemnified against all penalties and liabilities of every kind and breach of any such statute ordinance, law, rules, regulations or bye-law. Statutory rules and regulations:

44. The successful bidder and their employees shall observe all the statutory rules and regulations of the power stations and the provisions of other laws and regulations made there under which are applicable to the power stations.

In the event of accident to the successful bidder's employees during the course of their employment in pursuance of the present contract, the successful bidder shall be responsible to pay the compensation or any sum payable to such employee(s) under the provisions of laws or Regulations made there under including the provisions of workmen compensation Act.

Terms of payment:

45. The dry fly ash delivered from the silo will be considered for the payment to the contractor, at the rate per MT as per the accepted price schedule.

46. In case of dry fly ash not required by board for disposal the same has to be wet sluiced as per instruction of site Engineer. During this period, the calculated generated quantity of dry fly ash will be considered for payment to the contractor. In such case, it may be noted that the responsibility to maintain the PDFACS lies on the contractor only.

47. **Penalty** : The penalty shall be imposed Equal to the awarded operation and maintenance + pumping cost of Rs. 80 / MT for un evacuated dry fly ash quantity (or) actual disposing cost which ever is high.

Labour:

- ★ The contractor has to arrange for the skilled workmen required for the work. The skilled man should be present during works.
- ★ The contractor should engage sufficient quantity of skilled and unskilled labours in THREE SHIFTS up to completion of entire work.
- ★ Drawal and devolution of retrieved scrap materials is connected to the concern work under the contractor scope.
- ★ The contractor should have one supervisor at site while during working hours.

Safety:

- ★ Safety precautions should be adopted strictly during the work
- ★ The area should be cleaned after completion of work.
- ★ The contractor should adhere to all safety precautions and statutory provisions for the workmen. The Board cannot be held responsible for any accidents due to the carelessness of the worker. Mettur TPS will not be responsible in any way either legal or financial to the same. The contractor will have to pay compensation to such cases. Insurance policy should be submitted to Mettur TPS before starting the work.
- ★ Only 24V-hand lamp should be used for internal works. Floor lights, if required have to be arranged by the contractor.
- ★ Every portable electrical tool to be used should be with three pin plug and three wire system, only to avoid electrical shock during work. Proper earthing should be checked both at supply and at tool before commencement of the work.

EPF & ESI:

- ★ The Contractor has to comply with all the relevant provisions stipulated in EPF & ESI act as stated in this specification (SECTION-E).
- * The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF & ESI Act in respect of the execution of the Tendered work.

- * The workers engaged by the contractor should have EPF – UAN number (Universal Account Number)
- * The contractor should have register with PMRPY Scheme with EPFO to avail the benefits.
- * The contractor shall produce the proof for payment of contributions both Employer's and Employee's contributions made to the EPF & ESI organization in order to claim the bills for the respective work.

T&P:

- ★ The contractor has to arrange for all necessary tools and plant required for entire work as per the direction of Engineer in-charge.

Sd/xxxx

**SUPERINTENDING ENGINEER
MECHANICAL-II / MTPS-I**

DECLARATION

Specification No:CE/ SE / M-II / MTPS-I / O&AHS/OT. No. 03 / 2022-23

TO

The Superintending Engineer,
Mechanical-II,
Mettur Thermal Power Station-I,
Mettur Dam - 636406.

Dear Sir,

1) Having examined the above specification together with the accompany schedules etc., we hereby offer & accept to undertake the work along with materials if any, covered in this specification, at the rates entered in the attached schedule of prices.

2) We hereby guarantee the particulars entered in the schedules attached to the specification.

3) In accordance with Security Deposit clause of the specification, we agree to furnish security to the extent of 5% of the total value of the contract.

4) We will deploy 20 or more workmen on a day of emergency (or) in necessity

5) EPF will be availed from PMRPY: ☐ Agree ☐ Disagree
d

(The contractor should ✓ the relevant box)

Note: If disagree means the EPF will be borne by the contractor.

Yours faithfully,

PLACE :
DATE :
COMPANY SEAL:

SIGNATURE :
DESIGNATION :
COMPANY :

ANNEXURE-A

UNDERTAKING

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

Name of work:

Order No:

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

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

Authorized Signatory
(Contractor)
With Seal

Date:

Place: