

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**

**SPECIFICATION FOR THE WORK OF**

“TTPS - Operation Circle – CAD - Dismantling, leading, lifting, shifting, loading, transporting and unloading of 150NB, 200NB M.S pipe lines and various size of valves, DG Set with accessories, chlorination plant complete set from ETPS decommissioned power station Chennai to TTPS Tuticorin for beneficial utilization.”

**THROUGH E-TENDERING.**

**(Through NIC Platform)**

**TENDER ID : 2022\_**

**SPECIFICATION NO.SE/O/TTPS/Spec.No.60/2022-2023**

**OFFICE OF THE SUPERINTENDING ENGINEER/  
OPERATION / TTPS / TUTICORIN-628004  
TAMIL NADU.**

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

# TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD

## **FOREWORD for Spec.No.60/2022–2023**

1	Tender Specification No.	SE/O/TTPS/F.S.No.60/2022-2023
2	Name of the work	<b>E.Tender</b> – TTPS - Operation Circle – CAD - Dismantling, leading, lifting, shifting, loading, transporting and unloading of 150NB, 200NB M.S pipe lines and various size of valves, DG Set with accessories, chlorination plant complete set from ETPS decommissioned power station Chennai to TTPS Tuticorin for beneficial utilization.
3	Quantity	As Per Schedule
4	Method of Tender	e-Tender system under <b><a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> of NIC.</b>
5	Earnest money Deposit (EMD)	<b>Rs.16,600/- (Rupees Sixteen Thousand and Six Hundred only)</b> to TANGEDCO's account in the form of NEFT/RTGS. TTPS Account No: 8501201000256 Name of Bank: CANARA BANK, TTPS Branch IFSC Code: CNRB0008501
	b. Permanent EMD (I) Rs.20,00,000/- (II) Rs.40,00,000/- (III) Rs.1,00,00,000/-	<b>Tender Value</b> Up to Rs.10,00,00,000/- Up to Rs.50,00,00,000/- All tenders exceeding Rs.50,00,00,000/-
6	URL for online bid submission for etender	<a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a>
7	Date of closing for uploading the Techno Commercial Bid & Price Bid for On-line submission	<b>04.05.2022 @14:00 Hours</b>
8	Date & time of opening of tender electronically	<b>05.05.2022 @14:00 Hours</b>
9	Specification at website	The tender specification will be placed at TANGEDCO website ( <b><a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a></b> ). NIC website ( <b><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></b> ) The Prospective bidders may download the same.
10	Documents to be uploaded by the Tenderer during e-Submission	Documents whichever is applicable
11	Clarification to be sought for from	Superintending Engineer Operation, TTPS, Tuticorin-628 004. Phone: 0461-2352244 & E-Mail: seotttps@tnebnet.org
12	Place at which tenders will be opened	Office of the Superintending Engineer Operation, TTPS, Tuticorin-628 004.

## **TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD**

**SPECN. No.:** SE/O/TTPS/F.S.No.60/2022-2023.

**Name of the work:** TTPS - Operation Circle – CAD - Dismantling, leading, lifting, shifting, loading, transporting and unloading of 150NB, 200NB M.S pipe lines and various size of valves, DG Set with accessories, chlorination plant complete set from ETPS decommissioned power station Chennai to TTPS Tuticorin for beneficial utilization.

### **BID QUALIFICATION REQUIREMENT**

1. The tenderer should have previous experience in carrying out Mechanical maintenance works in any Thermal power generating stations of State or Central Government Organization/Public Sector undertaking/State Electricity Boards/GEDCOS or GENCOS of state Government in India for a value of not less than Rs.4,15,024/- in a single order.
2. The Annual Turn Over of the Tenderer shall not be less than **Rs.4,15,024/-** in anyone of the following financial years i.e., **2018-19, 2019-20 & 2020-21**. In case of company registered under Company's Act-1956, attested copy of the Audited Financial Statements like Profit & Loss Account and Balance Sheet for the above 3 years may be scanned and uploaded. In case of others, the attested copy of Annual Turnover certified by the practicing Chartered Accountant or TDS (Tax Deduction at Sources in Form – 16 A issued by TTPS) for all the above three years may be scanned and uploaded as documentary proof to ensure the turnover criteria.
3. The tenderer who are having separate ESI and EPF code only are eligible to participate in the tender.
4. The tenderer should have valid GSTIN registration and GST should be active at the time of opening the tender.
5. Documentary evidence in support of all the above requirements attested by a Gazetted officer or Notary public shall necessarily be scanned and uploaded along with the offer. In the absence of attested supporting documents the offer will be rejected.

### **Note:**

1. The proof for the above BQR shall be uploaded by the Tenderer during e-submission **<https://tntenders.gov.in/nicgep/app>** of NIC., failing which their bid will be summarily rejected.
2. In case the bidder has uploaded the TTPS Documents, the attestation is not mandatory.

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**Period of Work:** 45 days from the date of handing over of the site.

**SCHEDULE – A**

Sl. No.	Qty	Description of work	Rate per Item (Rs in Figures and Words)
1	50811 Kg	Charges for dismantling the existing usable MS pipes of various sizes at various elevation from 0mtr to 10mtr from ETPS decommissioned power station including all consumables and T&Ps.(200NB , 150NB MS pipes)	To be quoted in online BOQ
2.	24000 Kg	Charges for dismantling i) The existing usable material such as valves, NRVs, Flow meters (Assorted size). ii) DG Set-Cummnis/Kirloskar make, Model:VT-1710-0, with following accessories (Assorted size) a) Control panel(1050x600x200mm) b) Ball valve-SS c)Condenser d)Multistage pump with motor e)Booster pump with motor and accessories iii) Chlorination Plant Complete Set with allied pumps, valves, Heaters, Chlorinator, hoods.	
3.	74.811 Ton	Charges for loading the material in lorry at ETPS weightment, transporting to TTPS and unloading the same at TTPS including hire charges.	

- 1. I/we agree to abide by the terms and conditions for the above tender specifications.
- 2. I/we accept the revocation of rejection of the bid by the TANGEDCO within the validity period.

**Note:** ESI, EPF & GST - Extra as applicable.

**Signature of the Contractor  
With Full Address**

## **TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD**

**SPECN. No.:** SE/O/TTPS/F.S.No.60/2022-2023.

### **SPECIAL CONDITIONS**

**NAME OF WORK:** TTPS - Operation Circle – CAD - Dismantling, leading, lifting, shifting, loading, transporting and unloading of 150NB, 200NB M.S pipe lines and various size of valves, DG Set with accessories, chlorination plant complete set from ETPS decommissioned power station Chennai to TTPS Tuticorin for beneficial utilization.

1. The contractor should inspect the work spot and observe the nature of work before quoting the rate.
2. Since the site comes under BOCW Act the rules and regulations should be observed in the employment of labourers by the contractor as per BOCW. Contractor as capacity as employer has to register under BOCW Act. Further contractor has to follow CLRA Act, ISM Act and Workmen compensation Act, etc., during the work period at ETPS site.
3. For any damage to the Board properties, the contractor should be held responsible and loss due to the damage, missing and failure should be borne by the contractor.
4. All tools and plants required for the work should be brought by the contractor.
5. Only skilled labourers, who are conversant with the work, should be engaged by the contractor.
6. Necessary entry pass / gate pass in connections with their work should be obtained by the contractor himself from the competent authority.
7. The contractor should provide all necessary personnel protective equipments (as per ISI standard) to their workers like safety helmets, safety goggles, welding screen hand gloves, safety belts, safety shoes, face mask etc., depending upon working conditions and nature of job/ work and should be worn by the contractor and his workmen while at work.
8. The appropriate and relevant safety measures stipulated under the factories Act 1948 Tamil Nadu factory rules 1950 made there under should be scrupulously followed by the contractor and his workman.
9. In case of any accidents/injuries to the contract workers due to non supply (or) non ISI standard safety equipments or due to careless working or due to improper handling of the equipments/ tools, the same should be at the risk and cost of the contractor and the contractor would have to pay compensation to his labourers in such cases.
10. The contractor should not allow his workmen to wear loose garments like lungies, dothies and smoke cigarettes, beedies etc., while at work inside the plant premises.
11. No workmen below the completed age of 18 years should be engaged by the contractor for any works inside ETPS and no women worker shall be allowed inside ETPS.
12. The contractor shall indemnify TANGEDCO against all actions, suits, claims, compensation towards accidents/death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/and to undertake steps properly to insure against any claims there under.

13. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TNF Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of TTPS is charged by the officials of the factories inspectorate with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the Manager of TTPS will be discharged from liability under this Act, in respect of such offence.
14. The contractor should not engage any sub-contractor for this work.
15. The SD and EMD will be released only after the final bill is audited by the audit section.
16. The labourers engaged must be covered under group insurance.
17. The contractor shall be fully liable to meet and fulfill and the relevant provision of the ESI & EPF Act in respect of the execution of the tendered work.
18. The contract will be terminated at any time due to administrative reasons and according to site conditions without prior notice.
19. The quantities furnished in the schedule are only approximate and subject to the variation.
20. If the contractor fails to attend the work the Board will engage other agency to carry out the work and suitable action will be taken to terminate the contract.
21. The work should be carried out as per the instructions of Field Engineer.
22. The work should be taken up immediately as and when by the instruction of Field Engineer. The Contractor/His representative should be ready at site on information given by the Field Engineer, either by phone or in person whenever work arises.
23. The workmen deployed for these works should have no lien or claim for permanency for the jobs, they are deployed.
24. The contractor should submit the labour license to the field Engineer before execution of work.
25. All the materials dismantled from ETPS have to be safely transported to TTPS on the own risk of the contractor and the necessary Transit insurance has to be borne by the contractor.
26. If any damages / missed out materials during the transit period, all have to borne by the contractor on his own risk.
27. If the contractor engaging migrant labours, the migrant labour license should be submitted by the contractor to the field Engineer before execution of work.
28. 95% payment will be made after completion of work and balance 5 % will be paid within a reasonable time after claiming of final bill.

**NOT TRANSFERABLE**

**TANGEDCO  
TUTICORIN THERMAL POWER STATION  
GENERAL CONDITIONS**

**Specification No.SE/ O /TTPS/No.60/2022-2023 .**

**1. GOODS & SERVICE TAX:**

Tenderers must upload the proof of their valid GSTIN registration. If the GST is not valid on the date of tender opening the tender is liable for rejection. Further, the GST number should be active till the time of work award and for the entire tenure of work. The provisional GSTIN Registration No. of TANGEDCO is 33AADCT4784E1ZC.

**2. EARNEST MONEY DEPOSIT**

i) Tenderer should pay the specified amount towards Earnest Money Deposit as follows:

Earnest Money Deposit: **Rs.16,600/- (Rupees Sixteen thousand and Six Hundred only)**

ii) The Earnest Money Deposit specified shall be paid in the form of NEFT/RTGS (or) by way of Account Transfer as mentioned in 5(a) of Foreword for the above amount. Scanned copy of the e-receipt duly reflecting the UTR Number shall be uploaded. In case, the EMD remittance through same Bank, a copy of Bank account scrolls of bidders duly exhibiting the transaction of EMD amount with details of name of the bank account number of the bidder and IFSC Code shall be uploaded so as to verify the credit of same in TANGEDCO bank account scrolls for ensuring the EMD compliance of bidders.

The tenderers who are having valid Permanent EMD with TANGEDCO at Tuticorin Thermal Power Station or with TANGEDCO HQ at Chennai for an amount as mentioned below are exempted from payment of EMD and are eligible to participate in the Tender. **PEMD: Rs.20,00,000/- (In case of Tenderers not exceeding Rs.10 Crores in value) with TANGEDCO Head Quarters /TTPS** Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD deposited by them even for lesser quantity and value. If the tenderer desires to become a Permanent EMD holder, they are advised to deposit the required amount with the corporation at TTPS or at Head Quarters Chennai as Permanent EMD well in advance, obtain a certificate from the **Financial Controller/ TTPS** and submit the copy of the same along with the tender. The PEMD holder should submit a copy of the PEMD certificate issued by the corporation. The original PEMD certificate should be produced for verification on demand by the purchaser if warranted.

iii) The EMD will not carry any interest.

iv) The EMD will be refunded to the unsuccessful Tenderers at the same office where the bid has been submitted after finalization of the tender / after intimation of the rejection or non-acceptance of their Tender is sent to them and on application to the respective offices along with advance stamped receipts.

v) Any other mode of payment of EMD other than NEFT/RTGS (or) by way of Account Transfer shall not be accepted towards EMD.

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

As per the Notification the enterprises are classified as:

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

Consequent to the above,

- While calculating the turnover of an enterprise whether micro, small or medium. Exports of goods or services or both, shall be excluded for the purpose of classification of units. Accordingly, a certificate from chartered Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover and the same should be uploaded along with the Bid.
- The Plant and Machinery shall have the same meaning as assigned to the Plant and Machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the Explanation I to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in Plant and Machinery. Following to that, the investment value in Plant and Machinery for the purpose has to be certified by the chartered Accountant and the same should be uploaded in the bid in case the bidder claims EMD Exemption.

Note:

- a) All existing enterprises registered under EM-Part II or UAM shall register again on the Udhayam Registration portal on or after the 1<sup>st</sup> day of July, 2020.
- b) All enterprises registered till 30<sup>th</sup> June 2020, shall be re-classified in accordance with the said notification.
- c) The existing enterprises registered prior to 30<sup>th</sup> June, 2020 shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2021.

**vii)** An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udhayam Registration.

**viii)** The following categories of industries are exempted from payment of **Earnest Money Deposit**.

- i) The Small-Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
- ii) The Small-Scale Industrial Units Registered with the National Small Industries Corporation.
- iii) 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.
- iv) Departments of the Government of Tamil Nadu.
- v) Undertakings and Corporations owned by the Government of Tamil Nadu.
- vi) Labour Contract Co-operative Societies.
- vii) 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.
- viii) 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.
- ix) UAM Submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI/MSME units while participating in TANGEDCO tenders.
- x) SSI/MSME Units registered under Udhayam Registration portal. SSI Units having provisional registration certificate are not eligible for exemption from payment of EMD.

**ix).** Those tenderers who are exempted from payment of EMD shall pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. The State Government, Public Sector Undertakings who are exempted from payment of EMD / Security Deposit should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.

**x) REJECTION**

Small Scale Industries registered with the Tamil Nadu small Industries Development Corporation or with National Small Industries Corporation or holding Entrepreneur Memorandum Part-II or acknowledgement for the Entrepreneur Memorandum Part-II issued By District Industries center (DIC), for small scale industrial unit, UAM/UDYAM registered firms for subject services for which they are permitted to carry out and the period of validity of the certificate shall upload **attested Photocopy** of Registration Certificate/Acknowledgement as proof of eligibility for exemption from payment of EMD.

Further,

- a. An attested copy of certificate from Chartered Accountant, along with the bid from the Bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover **and**
- b. An attested copy of certificate from Chartered Accountant towards investment value in Plant and Machinery should be uploaded.
- c. All documents uploaded as a proof for exemption of payment of EMD should be attested by Notary Public or Gazetted Officer. If not, the offer will be liable for rejection.

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

- a. In respect of labour Contract Co-Operative Societies, who are exempted from payment of EMD, only 90% of the bills are to be admitted initially and the balance 10% is to be paid after satisfactory completion of contract. Undertakings/ Corporations and Departments shall have to pay EMD and SD.
- b. The tenderers other than foreign tenderers / SSI Units / State Government Public Sector Undertakings who are exempted from payment of EMD should furnish an undertaking to pay an amount equivalent to EMD in case of non-fulfilment of the conditions stipulated in the contract.
- c. Exempted Tenderers are to produce copy to their Registration Certificate, attested by a Gazetted Officer / Notary Public, showing the services which, they are permitted to carry out and the PERIOD OF VALIDITY of CERTIFICATE.
- d. Exemption of EMD is allowed to the units for those services carried out in their SSI units. If the tendered items are not on their service range, the tenderer cannot claim exemption from payment of EMD and such tenders will be rejected straight away.



- e. Tenders accompanied by Part Earnest Money Deposit will not be considered
- f. The successful tenderer in whose favour the order is issued, should on Demand to pay, in addition to EMD paid, the Security Deposit, if any called for by the TANGEDCO. If the successful tenderer either fails to remit this SD amount or backs out of his tender bid, the EMD remitted by him will be forfeited.
- xii)** The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.
  - a. The e-receipt of payment of EMD through NEFT/RTGS (or) by way of account transfer or
  - b. The proof for Permanent EMD Holder or
  - c. The proof for exemption of payment of EMD in lieu of payment of EMD along with attested copy of Chartered Accountant's Certificate for turnover and investment in plant and machinery.
- xiii)** The Earnest Money Deposit made by Tenderer will be forfeited after e-tender opening if:
  - i) He withdraws his tender or backs out after acceptance.
  - ii) He withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
  - iii) He violates any of the provisions of these regulations contained herein.
  - iv) He revises any of the terms quoted during the validity period.
  - v) In the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD/PEMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.

### **3. SUBMISSION OF TENDER OFFER:**

- a) The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.
- b) The Tender Offer should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.

### **4. MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

- i) At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
- ii) In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the SE/O/ TTPS will clarify the same.
- iii) If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the SE/O / TTPS on the clarifications will be final and binding on the Tender.
- iv) All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

### **5. TENDER OPENING:**

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

The Tender offers except price Bid will be opened electronically at 14.00Hrs. on the date notified at the Office of the Superintending Engineer/Operation/TTPS/Tuticorin through <https://www.tntenders.gov.in/nicgep/app>

#### **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 at the notified time and date.

- 6. If the date of opening of tender is declared as holiday or if there is any Technical difficulty due to internet connectivity, the tender will be opened on the next working day.

### **7. REJECTION OF TENDERS:**

- I. Tenders will be **SUMMARILY** rejected if
  - a) The EMD requirements are not complied with.
  - b) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
  - c) Not satisfying any one of the Bid Qualification Requirement as stipulated.
- II. Tender is **LIABLE** to be rejected, if it is:
  - a) Not covering the entire scope of Work.
  - b) With validity period less than that stipulated in this specification.
  - c) Not in conformity with TANGEDCO's Commercial terms and Technical Specifications
  - d) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
  - e) From any black listed Firm or Contractor.
  - f) Received by Telex / Telegram / E-Mail/ Fax.
  - g) From a tenderer whose past performance / Vendor rating is not satisfactory
  - h) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.

i) Received after tender opening.

- 8.** Every tenderer is expected to inspect the site of the proposed works before quoting his rates. Each tenderer should also satisfy himself about the quantity and the availability of materials. 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.
- 9.** The tenderer's particular attention is drawn to the section and clauses in the standard preliminary specification along with
- (1) Accidents
  - (2) Delays
  - (3) Particulars of payment.

The contractor should closely pursue all the specification clauses that govern the rates for which he is tendering.

**10.** Attention of the tenderer is invited to the PWD G.O. M.S. No.2395, dt 13.09.1945, according to which, the contractor engaged on Board's works must offer employment to Ex-servicemen as far as possible at local rates. The number of Ex- service men to whom he can offer employment, should be mentioned in the tender and he should also under take in the agreement to offer such employment to such members.

**11. a)** A tentative schedule of quantities of the work accompanies this tender specification. It shall be definitely understood that, the board does not accept any responsibility for the correctness of the schedule and this schedule is liable for alterations by omissions, reduction or additions at the discretion of the CE or his authorised representatives, or as set forth in the conditions of the contract at any stage (i.e either at finalising the award of tender or during the execution of work etc). The Tenderer should however quote his specific workable rates for each item in Rupees and paise based on the quantities in the tender schedule. The rates should be written both in words and figures and the unit for the works. The tenderer should undertake to do the whole work subject to the conditions of the contract. The schedule accompanying the tender shall be written legibly and free from erasers, over writing or conversion of figures. Correction where unavoidable should be made by crossing out, initialling with date and rewriting.

b) 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.

c) The royalty and senior age charges whenever payable shall be paid by the contractor and the rates quoted should include this also.

**12.** 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 be recognized. If any such alterations are made, the tender will be avoided. Tenders not submitted in the board's schedule of quantities form will not be considered.

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

**14.** The tenderer should note that for all materials not specifically mentioned with rates for issue in the tender notice but are drawn by the contractors in the course of the works for the use at the works will be charged, at the book value plus 10% or market value plus 10% whichever is higher, plus the actual cost of packing and despatch of materials.

**15.** 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.

**16.** If the tenderer has not executed already any major contract work in the Tamil Nadu Electricity Board, will please submit authentic records with his tender to establish his financial capacity to undertake the work and his previous experience in the execution of similar works with the PWD, Highways Department etc., of Tamil Nadu.

**17.** 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.

**18.** Employment by contractors of qualified technical staff in Execution of works: The tenderers who themselves are professionally qualified should undertake to employ qualified technical men at their cost to look after the work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required 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.

**19. a)** No part of the contract shall be sublet without written permission of the Superintending Engineer or shall transfer is made by power of attorney authorizing others to receive payment on the contractor's behalf. The

contractors shall not assign to or share with any person or persons his contract's interest on work or payment thereof without regarding to and obtaining prior approval of the Engineer in writing.

- 20.** If further necessary information is required the SE/O/TTPS /Tuticorin will furnish such, but it must be understood that tenders must be received in order and according to instructions cited above.
- 21.** In case of any discrepancy the decision of the SE/O/TTPS Tuticorin will be final and binding on the tenderer. Board reserves the right to terminate or short close the tender Agreement/Work without assigning any reasons.
- 22.** The SE/O/TTPS/Tuticorin 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.
- 23.** a) For Board'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 Board'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 are 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. 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.
- 24.** No interest will be payable by the department for the work done by the contractor under this connection on any account whatsoever and vide clause No.69 P.S of M.D.S.S.
- 25.** Conditional tenders will not be accepted.
- 26.** The quantities furnished in the schedule are approximate and are subject to variation.
- 27.** The attention of the tenderer is also drawn to the preliminary specification M.D.S.S. in particular to clause 45 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 TNEB against any claims for damages or injury to persons or property resulting from any such accidents.
- 28.** 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.
- 29.** Madras Detailed Standard Specification will be followed wherever applicable and in cases not covered by the individual specification attached.

- 30.** 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.

### **31. a. EXECUTION OF AGREEMENT**

When the tender is to be accepted the tenderer will be intimated of the same. He shall forthwith on intimation being given to him by the Superintending Engineer for the acceptance of the tender, attend for execution of necessary agreement in the prescribed form and to commence the work immediately. The stamp duty payable for this agreement is of the value of Rs.20/- which should be borne by the successful tenderers.

The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfillment of the contract. The contractor will also sign in the office copy of the M.D.S.S. in the office of the Superintending Engineer in charge of the work. Failure to enter into the required agreement as defined in this paragraph shall entail forfeiture of the Earnest Money. The TNEB (TANGEDCO/ TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [Annexure- B] with respective Superintending Engineer's of the circle.

### **b. SECURITY DEPOSIT**

When a tender is accepted and intimation being given to the tenderer of acceptance of the tender by TANGEDCO, the tenderer must remit a Security Deposit for an amount equal to 5% value of contract including the amount remitted as EMD and shall be remitted in the form of electronic mode of payment/ Demand Draft in favour of SE/ P&A/TTPS payable at Tirunelveli within 30 days from the date of receipt of order. In the event of failure to remit the security deposit within the prescribed period, EMD will be forfeited and order will be cancelled without any further notice. The security deposit will not carry any interest. Security Deposit will be refunded only if the work is completed satisfactorily and after the final bill is audited by Audit. For reconditioning / repairing of equipments the Security Deposit will be refunded after the guarantee period.

### **32.PAYMENT**

- a) Payment on part bills will be made according to the TANGEDCO's Rules and Regulation subject to the conditions for effecting statutory recovery for works contract.
- b) For reconditioning / repairing / fabrication works 95% of work value will be paid **within 90 days** from the date of receipt of material at TTPS Stores in good condition. Balance 5% will be paid **within 90 days** from date of completion of Guarantee period.
- c) 95% payment will be paid within 90 days from the date of satisfactory completion of work. The Contractor should produce proof for having paid the Employer's and Employee's contributions to the ESI and EPF

organisations for claiming the bill. Balance 5% will be paid **within 90 days** from the date of completion of Guarantee period.

- d) Part payment for the completed works will be made **within 90 days** from the date of satisfactory commissioning of the equipments/completion of works.
- e) For the delayed payments, if any, **the simple interest shall be paid by TANGEDCO at the SBI three months MCLR rate for the delayed period beyond 90 days. The contractor has to produce the bills with required documents immediately on completion of works to avail the above benefit. If any delay occurs in producing invoice with required documents, TANGEDCO will not be held any responsible for that delay.**
- f) Advance payment or payment against dispatch documents through Bank will not be accepted.
- g) The Security Deposit and the bank guarantee produced for additional Security Deposit will be released after the final bill is audited by the audit section and after the guarantee period.

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

**34. FIRST AID:**

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

**35.** The contractor is fully responsible for any compensation arising during execution of works and safety precautions have to be taken to avoid any accidents. In case of accidents the compensation has to be borne by the contractor. Deductions as necessary will be made from the contractor's bill until the contractor arranges to settle the claim for accidents as per the rules and regulations of the workmen's compensation act.

**36.** All the safety measures are to be strictly followed by the contractor as per the instructions of the Engineer in charge.

**37. a)** The contractor should fulfill all the conditions as stipulated in the contract labour (Regulation and Abolition) Act 1970 and the rules made there under.

b) Any new/Additional rule pertaining to the contract labourers act that may come into force during the tenure of the contract should also be followed, without seeking additional claim from the TANGEDCO's.

**38.** The contractor should engage mentally sound workmen with good behavior and integrity. The labourers having bad records in any other division, departments of the TANGEDCO's or any organization should not be engaged.

**39.** The working area should be kept perfectly clean during the period of this contract and all the debris/retrieved materials should be disposed off as directed by the Engineer in charge.

**40.** Not with standing anything contained in any of these condition/regulations, TANGEDCO's or the competent authority shall have the right to relax or waive any of the condition stipulated in the tender conditions.

**41.** The contractor should make his own arrangements for getting necessary entry passes/In passes / gate passes for his workmen, transport vehicles, materials tools and Plants from the concerned Tuticorin Thermal Power Station Security Officers. The contractor and his workers should abide by the safety & security rules of Tuticorin Thermal Power Station.

**42.** As the works are inside the protected area of Harbour as well as Tuticorin Thermal Power Station, Workmen or contractor or his representative SHOULD NOT BE ALLOWED TO SMOKE.

**43. STATUTORY COMPLIANCE**

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

#### **44. SAFETY CONDITIONS:**

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories such as ELCB/RLCB/RRB good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lungies, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises. The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises. Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- (iv) If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.
  - (a) In case of any accidents/ injuries to the contract workers takes place due to non-supply (or) Non –ISI standard safety equipments or due to careless working or due to improper handling of the equipment/ tools the same shall be at the risk and cost of the contractor only. TTPS will not be responsible in any way either legally or financially to the same and the contractor will have to pay compensation to his laborers in such cases.
- v) 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.
- vi) 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.
- vii) 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.
- viii) No paint lead or lead products shall be used except in the form of paste or readymade paint. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- ix) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :—
  - (a) The load test certificate issued by the competent person should be produced to the concerned Field Engineer before commencement of work for contractors T&P like chain blocks, Wire ropes, slings and shackles.
  - (b) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.

- (c) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

xi) 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.

xi) 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.

xii) 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.

xiii) 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.

xiv) 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.

xv) The Contractor is not exempted from the operation of any other Act or Rule in force.

xvi) The contractor shall indemnify TANGEDCO against all actions, suit, claim, compensation towards accidents/ death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/ and to undertake steps properly to insure against any claims there under.

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

xviii) The contractor is fully responsible for any compensation arising during execution of works and safety precautions have to be taken to avoid any accidents. In case of accidents the compensation have to be borne by the contractor. Deductions as necessary will be made the rules and regulations bill until the contractor arranges to settle the claim for accidents as per the rules and regulations of the workmen's compensation act.

xiv) As per the safety regulations, domestic LPG should never be used in place of DA Gas. If domestic LPG usage has been found, the awarded work will be suspended and penalty of Rs.500/- will be recovered from the contractors bill and the contract is liable for cancellation. For lighting up gas cutting torches, the contractor should use only gas lighter and should not use unscientific methods or rope burning or wood burning or welding arc method. Back fire Arrester should be provided in the cutting set.

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

1. The Contractor who takes up works contract for TANGEDCO /TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
2. The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour license before executing the works.
3. The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour license before executing the works.

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

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]

- 10 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.
- 11 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.
- 12 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.
- 13 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.
- 14 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.
- 15 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
- 16 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
- 17 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
- 18 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
19. Wages:-
  - a. The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamil nadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
  - b. The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.

#### **46. Compliance of ESI Act 1948**

- a) The contractor who takes up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948
- b) The contractor should have a separate ESI main code number
- c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act
- e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work
- f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work
- g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens



that TANGEDCO & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO & TANTRANSCO.

- h) i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
- ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.
- iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act
- iv) ESI Documents for While Claiming Bills:-
- a) The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory).
- b) The contribution history of the respective months should be submitted.
- c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format
- | Sl. No | IP. No | IP. Name | No. of days | Wages | IP Contributions |
|--------|--------|----------|-------------|-------|------------------|
|--------|--------|----------|-------------|-------|------------------|
- d) All the documents should duly signed with seal by the contractor.

#### 47.Compliance of EPF& MP Act, 1952

- a) The Contractor who take up works contract for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act
- b) The Contractor should have a separate EPF main code number
- c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works
- d) The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act
- e) The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works
- f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work
- g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TANGEDCO/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO/TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO/TANTRANSCO.
- h) In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above. The EPF employer contribution will be restricted upto Rs.15,000/- only
- i).EPF Documents to be Produced for Claiming Bills: -
- a) The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.
- b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)
- c) The combined Challan of Account No. 1,2,10,21 & 22 should be submitted
- d) All the documents should duly signed with seal by the contractor.

#### 48. 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.

49. It shall be accepted as a condition of the contract that the payment of final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of the TANGEDCO from all further claims by the contractor under the contract.
50. The tenderer who is an Industrial Company, should state clearly whether the company is potentially sick Industrial Company or a sick Industrial company in terms of Section 23 or Section 15 of the sick Industrial companies (Special Provision) Act 1985. The tenderer should note that failure to furnish this information will make the tender liable for rejection.
51. The period of completion of work shall be reckoned from the date of taking over of the site/equipment by the contractor unless specified in the special conditions / schedule of work.

**52. Court suits**

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

**53. Contractor's failure / Liquidated damages/ penalty for delay**

If the contractor fails to complete the work within the time specified in the contract any extension thereof, the purchaser shall recover from the contractor as liquidated damages, a sum of **HALF PERCENT** (0.5%) of the total contract price for each completed week of delay. The total liquidated damages shall not exceed **TEN PERCENT** (10%) of the contract price of the work portion so delayed. Only the date of satisfactory completion for the work portion will be taken for this purpose, and If works to be rendered are made by the contractor beyond the period of completion and if they are accepted by the TANGEDCO, such acceptance is without prejudice to TANGEDCO's right to levy liquidated damages for the delay in works. The contractors are liable to pay the amount of loss sustained by the TANGEDCOs in the event of non-execution of works, if any placed on them either in full or part to the satisfaction of the TANGEDCOs under the terms & conditions of contract and in the event of placing orders for such works on some others at a higher price.

**54. ARBITRATION**

There will be no arbitration and the decisions of SE/O/TPPS will be the final in case of any dispute between the contractor and the TANGEDCO. The undersigned may terminate this work with ten days notice due to continued slow progress of work or unsatisfactory performances or subletting the contract or suspension of work or any other reason.

**55. Vendor Registration:**

The vendors have to register themselves in online vendor registration portal (<http://exam.tnebnet.org/tnebvebdors>). The vendors have to claim the bill only through online Portal.

**GENERAL:**

56. The rates quoted by the tenderer shall be kept firm for the entire duration of the contract irrespective of any variation in the cost-of-living index and other hikes etc, subsequent to the date of tender.
57. The load test certificate issued by the competent person should be produced to the concerned Field Engineer before commencement of work for contractor's T&P like chain blocks, Wire ropes, slings and shackles.
58. In the event of the contractor's labour resorting to strike or the contractor reporting to look out the TANGEDCO shall have the right to go ahead with the work employing its own labour or through other agencies or both and the cost incurred thereon by the TANGEDCO shall be deducted from the contractors bill /EMD etc.
59. All such works, which are required to be done for the satisfactory completion or commissioning or running of the equipments though not specifically mentioned above have to be done by the contractor at no extra cost. The decision on such works shall rest with the Engineer-in charge and also with SE/O/TPPS.
60. If the progress of work is not satisfactory, the undersigned reserves the right to entrust the whole or part of the balance work to any other contractor after intimating the contractor in writing.
61. Electricity, Water and air shall be supplied by the TANGEDCO at free of cost and the contractor should make his own arrangement to tap it from the nearest point. Necessary main switch Board and other arrangement should be done by the contractor at his cost and supply shall be provided to his main Board from the nearest supply point. Only 24 V hand lamp should be used for internal works.
62. The contractor should be the custodian of all the portable fire extinguishers and other major T&P handed over to him and any other minor equipments which are likely to be easily dismantled and taken away.
63. a) As per the safety regulations, domestic LPG should never be used in place of DA Gas. If domestic LPG usage has been found, the awarded work will be suspended and penalty of Rs.500/- will be recovered from the contractors bill and the contract is liable for cancellation.  
b) For lighting up gas cutting torches, the contractor should use only gas lighter and should not use unscientific methods or rope burning or wood burning or welding arc method.
64. On no account TANGEDCO employee shall be engaged by the contractor.
65. Whenever the contractor does not commence the work as agreed the Earnest Money Deposit/Security Deposit paid by the Contractor shall be forfeited in terms of the contract and his/their name will be black listed after due notice. In addition the difference on prices agreed to by the failed contractors and the higher rate at which the works are to be entrusted with others, because of the failure of the ordered contractors shall be recovered from the failed contractors on any of his/their pending bills.

66. For taking out materials from Tuticorin Thermal Power Station and vice versa, all the transaction should be done through TTPS Stores. In respect of reconditioning/repairs/fabrication works, after furnishing necessary indemnity bond for the value of materials.
67. The workmen deployed for the works shall have no lien or claim permanency for the works they are engaged for.
68. The contract will be terminated at any time due to Administrative reasons and according to site condition without prior notice.
69. The contractor should mobilize himself well in advance and start the work immediately and complete the specified works satisfactorily within the stipulated period.
70. The contractor or his authorized supervisor / representative should be available at site throughout the period of work. The contractor should intimate the name of representative before commencing the work.
71. Separate work force should be engaged by the contractor and the work should be completed as per the target fixed by engaged workmen round the clock for each/ equipment and as per the direction of the TANGEDCO Engineer in charge.
72. The contractor should engage only skilled and experienced workmen.
73. The Executive Engineer will turn down any person who is unfit for the work.
74. There should not be any hindrance to other departmental/ contractor workers working nearby.
75. Drawal of materials from central stores / sub stores and devolution of materials to central stores / sub stores should be done by the contractor.
76. All Tools & Plants such as welding generator, gas cutting set, chain blocks, etc. required for the work should be brought by the contractor. Only special tools and plants such as EOT crane shall be availed at free of cost, if feasible.
77. Oxygen & DA gas, MS welding electrodes, Gouging, Cutting electrodes and all other miscellaneous consumables required for the work should be brought by the contractor. However, the consumables which go with the equipment shall be supplied by the TANGEDCO at free of cost.
78. The working area should be kept perfectly clean during the period of this contract and all the debris/ retrieved materials should be disposed off as directed by the Engineer in charge.
79. Notwithstanding anything contained in any of these conditions/regulations, TANGEDCO's or the competent authority shall have the right to relax or waive any of the conditions stipulated in the tender conditions.
80. The contractor should engage mentally sound workmen with good behavior and integrity. The labourers having bad records in any other division, departments of the TANGEDCO's or any organization should not be engaged.
81. The contractor should make his own arrangements for getting necessary entry passes/ In passes/ gate passes for his workmen, transport vehicles, materials tools and Plants from the concerned Tuticorin Thermal Power Station Security Officers. The contractor and his workers should abide by the safety & security rules of Tuticorin Thermal Power Station.
82. As the works are inside the protected area of Harbour as well as Tuticorin Thermal Power Station, Workmen or contractor or his representative SHOULD NOT BE ALLOWED TO SMOKE.
83. The contract workman should have Bar coded entry pass with him while he is inside the Power House.
84. Identity cards to the contract workers which have to be issued by the respective contractors.
85. Copy of Antecedent certificate obtained from police for each contract labour should be produced before applying for the entry pass to the contract workers.

**SUPERINTENDING ENGINEER,  
OPERATION,  
TTPS/ Tuticorin - 4.**

ANNEXURE

**Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020**  
**New Forms**

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

**DECLARATION FORM-I**  
**To be signed with company seal on letter head and uploaded in the technical Bid**  
TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To  
The Chief Engineer,  
Tuticorin Thermal Power Station,  
Tamil Nadu Generation and Distribution Corporation,  
Tuticorin - 628004, Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No:-----

Name of Tender/Work:

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

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

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

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

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

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

6. In accordance with the Security deposit clause 36 (b) of General Condition, we agree to furnish security deposit to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.

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

8. I/ We, the proprietor of M/s.\_\_\_\_\_,  
have remitted the EMD amount of ` \_\_\_\_\_/-  
(Rupees\_\_\_\_\_ only) on  
\_\_\_\_\_.2022 for the above said work through the mode of RTGS/NEFT/Fund Transfer from the account  
number \_\_\_\_\_ / Cheque No: \_\_\_\_\_ Dt.\_\_\_\_\_ of the  
Bank,\_\_\_\_\_, with the \_\_\_\_\_ UTR NO:  
\_\_\_\_\_ to the TTPS account (i.e. 8501201000256) (please fill up the appropriate  
transaction details). In case any discrepancy in reconciling the amount with TANGEDCO account in future, I shall  
abide by any action taken by TANGEDCO regarding this.

9. The rate quoted is exclusive of ESI/EPF.

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

11. I / we agree to the rules and regulations of TANGEDCO regarding the statutory tax etc. like GST.

Yours Faithfully,

(Signature of the bidder, with official Seal)

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

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

## **2.0 Registration:**

2.1 The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.

2.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.

2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.

2.4 Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

2.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

## **3.0 Contact persons:**

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

e-mail : support.etender@nic.in

Contact No. : 044 – 24466495

24902580 Extn:332

24917850

## **4.0 System Requirement:**

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

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

## **5.0 Searching for Tender Document:**

5.0 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.

5.1 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.

5.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **6.0 Preparation Of Bids**

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

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

6.0 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. **One hard copy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TANGEDCO after opening of the e-tender.**

6.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These

documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

## **7.0 Electronic Submission Of Bids:**

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

- 7.1 Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.3 Bidder has to select the payment option as **"offline"** to pay the EMD amount through RTGS/NEFT by way of account transfer as applicable and enter details of the instrument.
- 7.4 The scanned copy of payment made through RTGS/NEFT towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 7.5 A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, **without changing the file name**. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 7.6 **The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
- 7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- 7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.9 Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7.10 Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
- 7.11 The TANGEDCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TANGEDCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

## **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.

### e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept the e-Tender portal User Agreement.

#### TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the Site solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USERS TERMS AND CONDITIONS SET FORTH BELOW.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE USERS TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING FOR A USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL OF THE USERS TERMS AND CONDITIONS SET FORTH BELOW.

#### Bidder Registration, Password and Security

Upon successful completion of Registration online, User ID and Password will be registered. You can log-in only by giving user id and password allotted and then signing with Digital Signature Certificate.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password might have been divulged, disclosed or discovered by any other third party, he shall immediately modify the password using change password option.

You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify by mail to etender@nic.in, of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. The demoeproc cannot and will not be liable for any loss or damage arising from your failure to comply with the foregoing.

Registered user can always modify or update their profile as and when required at their discretion [Except User ID].

#### Modification of software

With consent of Finance Dept, the Administrator, eTender portal, reserves the right to modify, add, delete and/or change the contents and classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the user's responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

GOTN reserves the right to interrupt/suspend the availability of the eTender system without any notice to the users.

#### System Requirements

It is the users responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the eTender portal.

Under any circumstances, GoTN shall not be liable to the Users for any direct/indirect loss or damages incurred by the them arising out of the following:

- (a) incorrect use of the eTender System; or
- (b) Connectivity failures in respect of the equipments used by the Users.

#### Contents of Tender Information

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Procurement entities of GoTN. GoTN is not responsible for the information provided in the tenders published. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

#### Bid Submission Acknowledgement

The user should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number after completing all the processes and steps. GoTN and is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

The acknowledgement is the only confirmation which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If



the bidder has failed to produce this acknowledgement for verification when required, his bid will be considered as an invalid one.

**Upload files**

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contains only the relevant information as stated by the Tender Inviting Authorities for the particular tender. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their user account will be liable for termination permanently or temporarily by GoTN with out any prior notice.

**User Conduct**

I will not change or modify any of the contents in the BoQ filled in by the Department user, including the name of the Sheet and if i am found that any modification(s) have been carried out, I understand and agree that I may be rejected for this tender.

I agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit via the eTender portal.

GOTN does not control the Content posted via the eTender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content.

Under no circumstances, GOTN will be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

**Amendments to a tender published:**

You agree that the TIA reserves the right to retender/cancel a tender or extend the closing date or amend the details of a tender at any time by publishing the corrigendums as necessary.

Special Admonitions For International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online cotent and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

**Links**

The Site may provide, links to other World Wide Web sites or resources. Because GoTN has no control over such sites and resources, you acknowledge and agree that the Government is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the Govt shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The eTender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. GOTN may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law

Terms shall be governed by, and construed in accordance with, Indian law. The parties irrevocably agree that the courts of Chennai shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the courts at Chennai, irrespective of whether Courts/Tribunals in other areas have concurrent or similar jurisdiction.

GoTN reserves the right to initiate any legal action against those bidders violating all the above mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement

GOTN reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. This Site reserves the right to modify, suspend/cancel, or discontinue any or all channels, or service at any time without notice, make modifications and alterations in any or all of the content, products and services contained on the site without prior notice.

Policy and Security

General Policy

GOTN is committed to protecting the privacy of our e-Tender site visitors. We do not collect any personal or business information unless you provide it to us voluntarily when conducting an online transaction on the Site.

**Information Collected**

When you choose to provide personal or business information to us to conduct an on-line transaction, we use it only for the purpose of conducting the specific on-line transaction that you requested. The information is also used

for the purpose of vendor searches. For each on-line transaction, we require only the minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us make our site more useful to visitors--to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information collected, please do not submit it to us; however, without this information we will be unable to process your on-line transaction. Review, update and correction of any personal or business information can be done directly in the Site.

#### **Use of Cookies**

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computers hard drive. By setting this cookie will remember you the next time you visit and won't have to bother you by asking questions you have already answered (like address information). If your browser is not configured to accept cookies, you will still be able to access the information on our web site, but you may not be able to perform online transactions.

#### **Security**

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.