



TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

TENDER SPECIFICATION

FOR

TTPS – Mech.II – AHP – Dismantling, leading, lifting, loading, transporting and unloading of various sizes of pipes from ETPS decommissioned Power Station / Chennai to TTPS / Tuticorin for beneficial utilization in Ash handling plant

THROUGH E-TENDERING

(Through NIC Platform)

SPECIFICATION NO. SE/M.II/TTPS/No.78/2022-2023

OPEN TENDER / TWO PART SYSTEM

e-Tendering system

Due date and time for Opening of Tender: 07.05.2022 @ 14.00 Hrs.

**OFFICE OF THE
SUPERINTENDING ENGINEER
MECHANICAL II
TUTICORIN THERMAL POWER STATION,
TUTICORIN – 628 004.**

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

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
FOREWORD FOR SPECIFICATION NO. SE/M.II/TTPS /No.78/2022-2023

1	Tender Specification No.	SE/M.II/TTPS/No.78/2022-2023									
2	Name of Work	e-Tender for TTPS – Mech.II – AHP – Dismantling, leading, lifting, loading, transporting and unloading of various sizes of pipes from ETPS decommissioned Power Station / Chennai to TTPS / Tuticorin for beneficial utilization in Ash handling plant									
3	Quantity	As Per Schedule									
4	Method of Tender	Open Tender / Two part - e-Tender System (Online submission of Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: https://www.tntenders.gov.in/nicgep/app of NIC.)									
5	a) Earnest Money Deposit (EMD)	Rs.25,200/- (Rupees Twenty five thousand and two hundred only) to TANGEDCO account in the form of NEFT/RTGS/IMPS. <table><tr><td>TTPS Account No</td><td>:</td><td>8501201000256</td></tr><tr><td>Bank Name</td><td>:</td><td>CANARA BANK, TTPS Branch</td></tr><tr><td>IFSC Code</td><td>:</td><td>CNRB0008501</td></tr></table>	TTPS Account No	:	8501201000256	Bank Name	:	CANARA BANK, TTPS Branch	IFSC Code	:	CNRB0008501
TTPS Account No	:	8501201000256									
Bank Name	:	CANARA BANK, TTPS Branch									
IFSC Code	:	CNRB0008501									
	b) Permanent EMD	PEMD holder for Rs.20,00,000/- is eligible to participate in the tender in case of tenders not exceeding Rs.10,00,00,000/- in value.									
6	URL for online bid submission for e-tender	https://www.tntenders.gov.in/nicgep/app									
7	Last date for submission of EMD	06.05.2022 @ 14.00 Hrs.									
8	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	06.05.2022 @ 14.00 Hrs.									
9	Date & time of opening of tender electronically	07.05.2022 @ 14.00 Hrs.									
10	Specification at website	The tender specification will be placed at the following Web sites. The prospective bidders may download the same. <table><tr><td>TANGEDCO</td><td>www.tangedco.gov.in</td></tr><tr><td>TN Govt.</td><td>www.tenders.tn.gov.in</td></tr><tr><td>NIC</td><td>https://www.tntenders.gov.in/nicgep/app</td></tr></table>	TANGEDCO	www.tangedco.gov.in	TN Govt.	www.tenders.tn.gov.in	NIC	https://www.tntenders.gov.in/nicgep/app			
TANGEDCO	www.tangedco.gov.in										
TN Govt.	www.tenders.tn.gov.in										
NIC	https://www.tntenders.gov.in/nicgep/app										
11	Documents to be uploaded by the Tenderers during e-submission	Schedules “B” to “G” & Self Declaration (Format I) and other documents whichever is applicable.									
12	Clarification to be sought for from	Superintending Engineer Mechanical –II, TTPS, Tuticorin-628004. Phone: 0461-2352363 & E-Mail: sem2tpps@tnebnet.org									
13	Place at which tenders will be opened electronically	Office of the Superintending Engineer Mechanical –II TTPS, Tuticorin-628004.									

Note:

- 1.EMD shall be paid through online and UTR shall be uploaded with the Bid (ie. RTGS/NEFT/IMPS)
- 2.EMD shall also be paid by way of Account Transfer.

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SECTION-I

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 login 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"](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 bidder 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

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

6.1 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.

6.1.1 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.**

6.2 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.

6.3 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/IMPS by way of account transfer as applicable and enter details of the instrument.

7.4 The scanned copy of payment made through RTGS/NEFT/IMPS 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.
- 9.1 Modification and withdrawal of bids:**
- 9.2** Bidders may modify their bids online before the deadline for submission of bids.
- 9.3** 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.
- 9.4** No bid may be modified after the deadline for submission of Bids.

10.1 ASSISTANCE TO BIDDERS

- 10.2** 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.
- 10.3** 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.

Section - II

EARNEST MONEY DEPOSIT

1. Tenderer should pay the specified amount towards Earnest Money Deposit as follows:

EMD: **Rs.25,200/- (Rupees Twenty five thousand and two hundred only)**

2.0 Payment of Earnest Money Deposit:

2.1 The Earnest Money Deposit specified above should be in the form of **NEFT/RTGS/IMPS** as mentioned above in 5 of Foreword for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in TTPS (TANGEDCO) Account **through e-Payment**. **EMD amount received beyond tender closing time will be summarily rejected.** The EMD shall also be paid by way of Account Transfer

2.2. In case the EMD remittance through same Bank, a copy of Bank account scroll 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 scroll for ensuring the EMD compliance of bidders.

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

The existing PEMD holder for Rs.20,00,000/- with TANGEDCO is eligible to participate in the tender. The existing PEMD holder for Rs.5,00,000.00 / Rs.10,00,000.00 are not eligible for participating in the tender unless they pay the differential amount for the new PEMD slab.

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

3.0. The EMD will not carry any interest.

4.0 The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/Mechanical II/TTPS/Tuticorin after receipt of intimation of the rejection/ non-acceptance of their tender is sent to them.

5.0 In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the security deposit by the tenderer.

6.0. Any other mode of payment of EMD other than NEFT/RTGS/IMPS or by way of Account Transfer shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

7.0. 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:

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

Further

- 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 a Chartered Accountant and the same should be uploaded in the bid in case the bidder claims EMD exemption.

Note:

- i) All existing enterprises registered under EM-Part II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- ii) All enterprises registered till 30th June 2020, shall be re- classified in accordance with the said notification.
- iii) The existing enterprises registered prior to 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2022.
- iv) An enterprises registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

8. (i) The following categories of Industries are exempted from payment of EMD.

- a) The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
- b) The Small Scale Industrial Units Registered with the National Small Industries Corporation.
- c) The SSI Units holding Acknowledgement issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/ Acknowledgement has been issued.
- d) Departments of the Government of Tamil Nadu.

- e) Undertakings and Corporations owned by the Government of Tamil Nadu.
- f) Labour Contract Co-operative Societies.
- g) 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.
- h) 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.
- i) UAM Submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI/MSME units while participating in TANGEDCO tenders.
- j) **SSI/MSME Units registered under Udyam Registration portal.**
- (ii) SSI units having provisional registration certificate are not eligible for exemption.

9. 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-fulfilment or non-observance of any of the conditions stipulated in the contract.

10. 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 centre (DIC), for small scale industrial unit, UAM/UDYAM registered firms for subject materials specifying capacity for which they are permitted to manufacture / service and the period of validity of the certificate shall upload **attested Photo copy** 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.

Note:

All Documents uploaded as a proof for exemption of payment of EMD should be attested by Notary Public or Gazetted officer.

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

NOTE:

- i. 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 of Central and other state Government Departments shall have to pay EMD and SD.2668
- ii. Exempted Tenderers are to produce copy of their Registration Certificate, attested by a Gazetted Officer/Notary Public, showing the materials / works which they are permitted to MANUFACTURE / service and the PERIOD OF VALIDITY OF CERTIFICATE.
- iii. Exemption of EMD is allowed to the units for those materials manufactured / service rendered in their SSI Units. If the tendered items are not on their manufacturing range/ service, the tenderer cannot claim exemption from payment of EMD and such tenders will be rejected straight away.
- iv. Tenders accompanied by Part Earnest Money Deposit will not be considered.
- v. 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.

- vi.** In the case of unsuccessful tenderers, the Earnest Money Deposit will be refunded to them on application to the superintending Engineer / Mechanical II / TTPS after receipt of intimation of the rejection / non-acceptance of their tender is sent to them.
 - vii.** The EMD/Security Deposit paid by the tenderers will not carry any interest.
12. The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be LIABLE FOR REJECTION.
- i). The e-receipt of payment of EMD through NEFT/RTGS/IMPS or by way of Account Transfer.
 - or
 - ii). The proof for exemption of payment of EMD in lieu of payment of EMD.
13. The Earnest Money Deposit made by Tenderer will be Forfeited after e-tender opening if:
- a). He withdraws his tender or backs out after acceptance.
 - b). He withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
 - c). He violates any of the provisions of these regulations contained herein.
 - d). He revises any of the terms quoted during the validity period.
 - e). In the event of documents furnished with the offer being found to be bogus or the documents contain false particulars; the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.

SECTION - III

BID QUALIFICATION REQUIREMENTS

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

1. The tenderer should have previous experience in Ash handling system Pipe line works and connected structural supports, etc., in any one of the 210 MW as a single unit or above capacity thermal power generating stations of SEB / Central / PSU in India for a value of not less than ` 6.31 Lakhs in a single order.
2. The tenderer should have the annual turnover of not less than ` 6.31 Lakhs in any one 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 code 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 during e-submission in <https://tntenders.gov.in/nicgep/app> along with the offer. In the absence of attested supporting documents the offer will be rejected.

NOTE: In case the bidder has uploaded the TTPS Documents, the attestation is not mandatory.

SECTION – IV

REJECTION OF TENDERS

I. Tender will be summarily rejected if

- a) Not accompanied by the EMD (or) Proof of exemption from payment of EMD (or) Proof of PEMD.
- b) Not meeting the Bid Qualification Requirements.
- c) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
- d) The offers received from bidder who had not registered themselves with GST and not submitted GSTIN will be summarily rejected.

II. Tender is liable for rejection if it is

- a) Not in the prescribed form of Schedules A to G enclosed in this specification.
- b) Not properly signed by the tenderer.
- c) Received after the expiry of the due date and time.
- d) Not in conformity with the corporation's commercial terms and technical specifications.
- e) Received by Fax or E-mail
- f) Received from the tenderer who is directly or indirectly connected with Government service or corporation service or service of Local Authority.
- g) Received from the tenderer whose past performance/ Vendor rating is not satisfactory.
- h) Received from the Black listed firm or contractor.
- i) With validity period less than that specified in the specification.
- j) Incomplete and evasive offer.
- k) Received from NSIC/ OSIC / SIDCO or any other consortium formed by SSI Units.
- l) Received without the details of their past performance.
- m) Received with insufficient quality assurance plan.

SECTION – V **INSTRUCTION TO BIDDERS**

1.0 GENERAL:

e-Tenders are invited against the “Tender Specification No. SE/M.II/No.78/2022-23” for “**TTPS – Mech.II – AHP – Dismantling, leading, lifting, loading, transporting and unloading of various sizes of pipes from ETPS decommissioned Power Station / Chennai to TTPS / Tuticorin for beneficial utilization in Ash handling plant**”.

2.0 SUBMISSION OF TENDER OFFER:

Tendering procedure has been detailed in Section I ‘Instruction to Bidders for Submission of Online Bids in e-Tender’

3.0 MODIFICATIONS / CLARIFICATIONS TO TENDER DOCUMENTS

- 3.1 At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and the same will be uploaded as corrigendum which can be downloaded from the Vendor login .
- 3.2 The offer shall be furnished in the <https://tntenders.gov.in/nicgep/app> as per the price schedule enclosed to this specification only. Offers furnished in the other formats are liable for rejection.
- 3.3 Tenderers are advised to peruse all the clauses in the specification and Instructions to tenderers before quoting.
- 3.4 If a tenderer has any doubt in the meaning of any of the clauses in the specification, he is advised to seek clarification on the same from **The Superintending Engineer/Mechanical - II, Tuticorin Thermal Power Station, Tuticorin-4**. The clarification if any sought for by the tenderer before 48 Hrs. of the opening of the tender will be replied to.
- 3.5 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer/Mechanical - II, Tuticorin Thermal Power Station, Tuticorin-4. on the clarifications will be final and binding on the Tender.
- 3.6 Schedule A to G and other required documents shall be prepared by typing or printing in the formats enclosed with this specification.
- 3.7 All information in the documents shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4 OPENING OF TENDER:

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

The Tender offers except price Bid will be opened electronically at 14.00 Hrs. on the date notified at the Office of the Superintending Engineer, Mechanical-II / Tuticorin Thermal Power Station, Tuticorin-628004, through <https://tntenders.gov.in/nicgep/app>. **Tenderers need not to visit TTPS office during tender opening, whereas tenderers can witness the tender opening event through their login.**

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.

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

In the case of Two Part Tender System, the date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.

5.0. ANALYSIS OF TENDERS:

- 5.1 GST will be included for the purpose of comparison of prices. As the price is all inclusive, no increase in levies will be considered. The evaluation shall include all Taxes wherever applicable.
However the percentage and amount applicable towards GST shall also be indicated in the tender separately in Schedule – A.
- 5.2 The stipulation 'no increase in price will be considered' is not applicable to decrease/increase in taxes due to statutory variation on taxes. But, if the tenderer comes into different tax slab and therefore has to pay higher taxes, they alone will have to absorb it. The increase in Taxes due to statutory variation beyond the prescribed time schedule shall be to the account of Contractor.
- 5.3 The Tenderers are therefore requested to give break up for all taxes adopted by them in the offer or their quoted rate and these rates will form the basis for regulating the variation in statutory levies subsequent to the opening of the tender.

6.0 RIGHTS TO THE CORPORATION:

- 6.1 After negotiation with the tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by the tenderer is high, the tender is liable for rejection.
- 6.2 Not to accept the lowest or any tender without assigning any reason.
- 6.3 Notwithstanding anything contained in this specification, the corporation reserves the right.
 - a) To divide, split and award contracts to one or more contractors for the items covered by this specification.
 - b) To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of the corporation for good and sufficient reasons.
 - c) To revise the quantum of works and delivery schedule of any or all the items covered by this enquiry during the tendency of the contract.
 - d) To vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender document.
 - e) To cancel the order for not keeping up the scheduled period.

7.0 EVALUATION AND COMPARISON OF TENDER OFFERS:

- 7.1 The bid evaluation shall be done as per Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules 2000.
- 7.2 The evaluation will be done based on the GST rates quoted by the bidders.
- 7.3 In case of discrepancy between the prices quoted in words & figures, the lower of the two shall be considered.
- 7.4 The quoted prices shall be corrected for arithmetical errors.
- 7.5 This being a Turnkey contract the L1 tenderer will be decided for the total contract value not for the individual item.

8.0 DEVIATIONS:

Offers from tenderers conforming to this tender specification will be preferred. Any deviations either in the technical terms or in the commercial terms of the tender specification shall be indicated in the schedule "B & C" only. Any other deviation mentioned elsewhere other than the schedule "B & C" will be ignored and it will be construed that the offer is as per specification.

- 9.0 The tenderers are requested to furnish the exact locations of their Office with details of address in their tenders to enable inspection by the corporation, if considered necessary.

10.0 MOST RESPONSIVE OFFER:

The Tender offers accepting all commercial Terms of the specification will be treated as most responsive offer. Technical deviations adopting latest technology and which will upgrade the working conditions of the system only are acceptable.

11. SCHEDULES AND FORMATS:

The following Schedules and Annexures are enclosed with the specification for reference and fill up wherever necessary. The tenderer shall furnish all the required details without fail as per the schedules enclosed.

a) SCHEDULES:

- Schedule A : Price
- Schedule B : Deviation from Technical Specification
- Schedule C : Deviation from Commercial Terms
- Schedule D : Past Performance Details.
- Schedule E : Undertaking for payment of Dues to TNEB.
- Schedule F : Undertaking for legal Proceedings Jurisdiction.
- Schedule G : Tender Form

b) Format

- I. Self Declaration.
- II. Bank Guarantee for Security Deposit cum Performance Guarantee
- III. (e-Tender) Tender Acceptance Letter

c) Annexure:

- A. Draft Agreement
- B. New Forms
- C. Declaration for Input Tax Credit

12. POTENTIALLY SICK UNIT:

The Tenderer may clearly indicate in their offer whether the company is a potentially sick industrial company or a sick industrial company in terms of Sec.23 or Sec.15 of sick industrial company's special provision Act 1985. Failure to supply this information will make the Tender liable for rejection.

13. APPEAL:

Any Tenderer aggrieved by the order passed by the Tender accepting authority under Sec.10 of the Tamil Nadu Transparency in Tender Act 1998 may appeal to the Government within Ten days from the date of receipt of the order.

14. IMPORTANT NOTE:

- i) The tenderers shall fill up the Schedules – A to G enclosed with the specification and furnish them along with the tender, failing which the tender is liable for rejection.
- ii) Please note that NO ALTERNATE OFFER WILL BE ACCEPTED.

SECTION – VI

COMMERCIAL TERMS AND CONDITIONS

1.0. GENERAL:

The scope of present work involve **Dismantling, leading, lifting, loading, transporting and unloading of various sizes of pipes from ETPS decommissioned Power Station / Chennai to TTPS / Tuticorin for beneficial utilization in Ash handling plant**

1.1 This specification is intended to cover:

1	Charges for dismantling the existing usable MS pipes of various sizes at various elevation from 0mtr to 10mtr and leading, shifting to ETPS central stores for loading into lorries from ETPS decommissioned power station including all consumables and T&Ps.
2	Charges for loading the materials in lorry at ETPS weightment, transporting to TTPS and unloading the same at TTPS including hire charges.

1.2 The scope of the contract shall be as detailed in SECTION -VI of this Specification.

2.0. Location:

The Power Generation Units - I, II, III, IV & V, each of 210 MW Capacity, are in Tuticorin Thermal Power Station complex, situated in Tuticorin. The site is located at a distance of about 8 km from the Tuticorin town, Tuticorin district, in the state of Tamil Nadu and very near to Tuticorin Port. Tuticorin is further located about 700 km south of Chennai city. It is well connected by rail (Broad Gauge) and by road (NH - 7A). Nearest Airport, is Madurai (140 Km away) and Tuticorin (25Kms).

3.1. Completeness of Tender:

The tender should be complete in all respects.

In order that the tenders may receive full consideration, the whole information called for in the accompanying schedule and elsewhere together with relative leaflets, literature etc., must be supplied by the tenderer. The tenders not containing the complete details as above are liable for rejection.

4.0. PRICE:

The tenderers can inspect the ETPS site and quote as per scope of work at FIRM price in **Indian Rupees only** as per Schedule-A. after detailed examination of the **Dismantling, leading, lifting, loading, transporting and unloading of various sizes of pipes from ETPS decommissioned Power Station / Chennai to TTPS / Tuticorin for beneficial utilization in Ash handling plant**

No increase in price will be admissible on any grounds. The quoted price shall include cost of works & GST furnished separately.

5.0. Validity of Tenders:

Tenders should be valid for acceptance for a period of at least **90 days** from the date of tender opening. However, the tenderer shall keep his offer open till such time this tender is finalized.

6.0. PAYMENT TERMS:

The payment for the actual works completed as per schedule and scope of work will be made to the contractor on successful completion of work normally.

- i) ✓95% payment will be paid within 90 days from the date of satisfactory completion of work. Balance 5% will be paid within 90 days from the date of completion of Guarantee period. In case of delay in completion of works, 95% payment shall be released within 90 days after deducting LD.
- ii) For the delayed payment, 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 along with materials / completion of works to avail the above benefit. If any delay occurs in producing invoice with required documents, TANGEDCO will not be held any responsible for that delay. Advance payment or payment against dispatch documents through Bank will not be accepted.
- iii) When there are complaints from the labours department about non-payment of wages to the labourers employed by the contractor for the execution of work under agreement, the Engineers shall have full powers to withhold the bills claimed by the contractor pending clearance certification from the labour department and act as per direction given by the labour department.
- iv) It shall be accepted as a condition on contract that the payment of final bill to the contractor less the with held amount and his acceptance thereof shall constitute a full and absolute release of the corporation from all further claims by the contractor under the contract.
- v) Payment for any additional work shall be payable against separate orders after completion of such works and after obtaining the approval of Competent authority.

7.0 Force Majeure:

- 7.1. If at any time, during the continuance of the contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the corporation within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to such non-performance or delay in performance and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exit.
- 7.2. Provided that if the performance in whole or part by the contractor on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the corporation may at its option terminate this contract by a notice in writing.

8.0 Period of work

45 days from the date of commencement of work.

9.0. LIQUIDATED DAMAGES:

The work completion period as specified in clause (8.0) should be guaranteed by the contractor under the liquidated damages clause given below:-

If the contractor fails to complete the work within the time specified in the contract or any extension thereof, the purchaser shall recover from the contractor as liquidated damages, a sum of HALF PERCENT (0.5%) of the 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 corporation, such acceptance is without prejudice to corporation's right to levy liquidated damages for the delay in works.

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

10.0. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- 10.1 The successful tenderer will have to pay Security deposit cum performance guarantee for 5% of the Work Awarding Order value inclusive of EMD paid which have to be furnished in the form of NEFT/RTGS/IMPS or Banker's Cheque or Demand Draft in favour of SE/P&A/TTPS payable at Tirunelveli / Irrevocable Bank Guarantee within 30 days of receipt of WAO in case of ordering, covering the Guarantee period stipulated in the WAO. In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and the order will be cancelled without any further notice. The award may be made to L2 Tenderer. The belated payment of security deposit shall not be accepted. The security deposit will not carry any interest.
- 10.2 The Security Deposit cum Performance Guarantee furnished shall be towards proper fulfillment of the contract as well as towards performance Guarantee of the works carried out. In case of BG, the SD cum PG shall be valid / extended for the entire period of Guarantee.
- 10.3 The Security Deposit cum Performance Guarantee will be refunded to the contractor on satisfactory completion of Guarantee Period.
- 10.4 The Security Deposit cum Performance Bank Guarantee will be refunded to the contractor after the expiry of Guarantee period after ensuring that failure during Guarantee period are rectified to the satisfaction of the Engineer in-charge. If the purchaser (TANGEDCO) incur any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the contractor to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the contractor.

11.0. Jurisdiction For Legal Proceedings:

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in Madras the High Court, Madurai Bench or District Court at Tuticorin or Sub-Court at Tuticorin or at the District Munsif Court at Tuticorin. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, part of the cause of action might arise within the jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other courts in Tamil Nadu and rest within the jurisdiction of courts outside the state of Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within the state of Tamil Nadu and no other court outside the state of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful tenderer shall furnish an undertaking as per schedule in non-judicial stamp paper of Rs.80/- agreeing to the above condition.

12.0. Arbitration:

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

13.0 Goods and Service Tax (GST):

- i. Goods and Service Tax (GST) as a modern law, has been brought after Article 366(12A) of the constitution as amended by 101st constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been rolled out w.e.f.01.07.2017, across india.
 - ii. The GST to be levied by the Centre on intra-state supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/Union territory would be called the State GST (SGST)/UTGST. Similarly, Integrated (IGST) will be levied and administered by Center on every inter-state supply goods and services.
 - iii. Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST Registration. In special category states, the aggregate turnover criteria is set at Rs.10 lakhs. In simple words Every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs.20 lakh/10 Lakh as applicable will be required to register as a normal taxable person.
- i. GST Registration Number: TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TANGEDCO is **33AADCT4784E1ZC**. The details are also posted in TANGEDCO web portal.

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

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

The conditions for accepting the transaction value are-

- a) Supplier and the recipient of the supply are not related.
- b) Price is the sole consideration for the supply.

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

Eligibility for composition scheme: Sec 10 (2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub-section (1), if-

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

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

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

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

E31.0 The bidders should have registered under GST Act and furnish GSTIN.

In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.

Note:

The bidders should furnish a declaration to the effect that as per sec 171 of CGST ACT (i.e. ITC benefit), any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit has been passed on to TANGEDCO by way of commensurate reduction in prices and a such to declare that the bidder is extending Rs. /- of % as rebate in quoted price against input tax credit benefit.

Otherwise, it is also to declare that bidder do not have any input tax credit benefit on account of GST applicable against this job. If it is established that bidder have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action. (To be furnished in the Annexure)

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 the entire tenure of work. The provisional GSTIN Registration No. of TANGEDCO is 33AADCT4784E1ZC.

14.0 FAILURE TO EXECUTE THE CONTRACT:

Contractors failing to execute the work order placed on them to the satisfaction of the corporation under the terms and conditions set forth therein, will be liable to make good the loss sustained by the corporation, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed this is without prejudice to the imposition of Liquidated Damages and forfeiture of Security Deposit for the breach of contract.

15.0. ACCIDENT

The work should be done carefully by observing all safety precautions. The Contractor is advised to take utmost care for the protection of their men and materials. No compensation (or) extra amount over and above the contract value would not be payable on account of accidents to men (or) loss of materials. Any accident must be reported to the officer incharge immediately.

16.0 LIABILITY FOR ACCIDENT TO PERSONS

The contractor shall indemnify and save harm to the purchase against all actions, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date

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

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

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

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

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

17.0. LIABILITY FOR DAMAGE TO WORKS (or) PLANTS

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

18.0 LABOUR LICENCE

The contractor should obtain labour licence and produced to the Labour Welfare Officer after obtaining the same.

19.0. Subletting:

The Contract is not transferable. No part of contract shall be sublet without prior approval of the SE/M.II/TTPS/TUTICORIN nor shall transfer be made by Power of attorney authorizing other, to receive payment on Contractor's behalf.

20.0. LOSS OR DAMAGES:

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

21.0. POWERS TO TERMINATE THE CONTRACT:

In the event of non-performance and lack of diligence, the contract will be terminated and the SD will be forfeited. In that circumstances, the corporation deserves the right, to arrange for some other agency for the execution of this contract.

22.0.EFFECTING OF RECOVERIES:

Any loss, arising incident to non-fulfillment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the contractor from the corporation.

23.0. ROYALTIES FOR PATENTS:

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

24.0. RECOVERIES OF DUES:

The corporation is empowered;

- a) To recover any dues against this contract in the Bills/Security Deposit/Earnest Money Deposit due to the contractors either in this contract or any other contracts with corporation.
- b) To recover any dues against any other contract of the contractors with corporation, with the available amount due to the contractors against this contract.

25.0 ADVANCE PAYMENT:

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

26.0 " PAN " NUMBER

The tenderer should mention their PAN numbers allotted by Income Tax Authorities in their offer.

27.0 PAST PERFORMANCE:

27.1 The intending tenderers shall furnish the details of various orders executed by them during the past years as on the date of tendering in the proforma enclosed to the Tender Specification and also proof for having executed the tendered item and for their satisfactory performance. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenderers in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

27.2 The purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder, if in the opinion of the purchaser, the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the contract.

28.0 DOCUMENTS CONFIDENTIAL:

The tenderer (Whether his tender is considered or not) shall treat the details of the tender specification and other documents attached hereto as private and confidential.

29.0 CONTRACT QUALITY ASSURANCE :

The BIDDER shall include in his proposal the Quality Assurance Programme containing the overall quality, management and procedures which he proposes to follow in the performance of the: "Contract" during various places.

At the time of award of "Contract" the detailed Quality Assurance Programme to be followed for the execution of the "Contract" will be mutually discussed and agreed and such agreed programme shall form a part of the "Contract".

30.0 DOCUMENTS CONTAIN FALSE PARTICULAR CLAUSE.

"In the event of documents furnished with the offer being found to be bogus or the documents contain false particulars; the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders / contracts in Tamil Nadu electricity corporation."

31.0 ELECTRICITY RULES:

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

32.0 EXECUTION OF AGREEMENT AND FORM OF CONTRACT

The successful tenderer shall be required to execute an agreement in a non judicial stamp paper to a value of Rs.80/-. The agreement is governed by K2 contract of prevailing TANGEDCO specifications.

33.0 GENERAL:

1. The tenderer shall list out his experience with documentary proof and shall be uploaded along with the offer.
2. The corporation will not accept any other terms and conditions, which are not specifically incorporated in the specification.
3. All the Bank Guarantee that are to be furnished by the supplier have to be furnished in the prescribed format on non-judicial stamp paper of value Rs.80/-. Bank Guarantee issued by the Scheduled Bank/ Nationalized Bank / Foreign Banks with branches in India will only be accepted.
4. Prior approval of the corporation shall be obtained for engaging of sub - contractors if any.
5. Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms.
6. Board reserve the right to terminate or short close the work without assigning any reasons by giving one week notice. The contract will be terminated at any time due to Administrative reasons and according to site condition.

SECTION-VII

TECHNICAL SPECIFICATIONS:

Name of work: TTPS – Mech.II – AHP – Dismantling, leading, lifting, loading, transporting and unloading of various sizes of pipes from ETPS decommissioned Power Station / Chennai to TTPS / Tuticorin for beneficial utilization in Ash handling plant

- i) Technical Specification for TTPS – Mech.II – AHP – Dismantling, leading, lifting, loading, transporting and unloading of various sizes of pipes from ETPS decommissioned Power Station / Chennai to TTPS / Tuticorin for beneficial utilization in Ash handling plant

Period of work: 45 days from the date of commencement of work.

Sl. No.	Description of work	Qty
1	Charges for dismantling the existing usable MS pipes of various sizes at various elevation from 0mtr to 10mtr and leading, shifting to ETPS central stores for loading into lorries from ETPS decommissioned power station including all consumables and T&Ps.	100000 Kg
2	Charges for loading the materials in lorry at ETPS weightment, transporting to TTPS and unloading the same at TTPS including hire charges.	100 Ton

II. Technical Terms

S.No.	Description	Type
1.	Dismantling, leading, lifting, loading, transporting and unloading of various sizes of pipes from ETPS decommissioned Power Station / Chennai to TTPS / Tuticorin for beneficial utilization in Ash handling plant	

SPECIAL CONDITION

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 should not engage any sub-contractor for this work.
13. The SD and EMD will be released only after the final bill is audited by the audit section.
14. The labourers engaged must be covered under ESI.
15. 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.
16. The quantities furnished in the schedule are only approximate and subject to the variation.
17. 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.
18. The work should be carried out as per the instructions of Field Engineer.
19. 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
20. The workmen deployed for these works should have no lien or claim for permanency for the jobs, they are deployed.
21. 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.
22. If any damages / missed out materials during the transit period, all have to borne by the contractor on his own risk.

23. If the contractor engaging migrant labours, the migrant labour license should be submitted by the contractor to the field Engineer before execution of work.

STATUTORY COMPLIANCES

A) General

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 money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.
6. The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid 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.

B) Safety Condition

1. 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.

2. 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.
3. The contractor shall not allow his workmen to wear loose garments, like lungies, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
4. The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
5. Technically skilled and also safety-oriented supervisor should supervise the work at all time.
6. 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 labourer in such cases.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. The Contractor is not exempted from the operation of any other Act or Rule in force.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

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

1. The Contractor who take up works contract for TANGEDCO /TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
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 licence 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 licence before executing the works.
4. Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
 - i. Name and situation of the work.
 - ii. Contractor's name and address.
 - iii. Particulars of the Department for which the work is undertaken
 - iv. Name and address of sub-contractors as and when they are appointed.
 - v. Commencement and probable duration of the work.
 - vi. Number of workers employed and likely to be employed.
 - vii. 'fair wages' for different categories of workers.
 - viii. Number of hours of work which shall constitute a normal working day:-
 - ix. The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages
5. Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
 - a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to

- c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
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;
 - a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
10. Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars
 - a) Full particulars of the labourers who met with accident.
 - b) Rate of Wages.
 - c) Sex.
 - d) Age.
 - e) EPF UAN number
 - f) ESI number
 - g) Aadhaar number
 - h) Nature of accident and cause of accident.
 - i) Time and date of accident.
 - j) Date and time when admitted in hospital

- k) Date of discharge from the hospital
- l) Period of treatment and result of treatment.
- m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- n) Claim required to be paid under Workmen's compensation Act.
- o) Date of payment of compensation.
- p) Amount paid with details of the person to whom the same was paid.
- q) Authority by whom the compensation was assessed
- r) Remarks

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

11. Preservation of Registers: The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
12. Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
13. Disposal of amounts recovered from the Contractor : The Engineer-in- Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.
14. Welfare Fund: All money that are recovered by the Engineer In- Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
15. Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.
16. Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in- Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time

17. Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding
18. Amendments: Government may, from time to time, add to or amend these 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
19. The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
 - i) Muster Roll in Form – XXVI
 - ii) Register of Wages in Form – XXVII
 - iii) Register of overtime in Form – XVIII
 - iv) The contractor shall issue an photo identity card to his employees
20. Wages:-
 - a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamil nadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
 - b) The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.

D) Compliance of ESI Act 1948

1. The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948
2. The contractor should have a separate ESI main code number
3. 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.
4. The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act
5. 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
6. 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
7. In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TANGEDCO & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO & TANTRANSCO.

8. a) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
 - b) 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.
 - c) 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
- 9) 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

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

E) Compliance of EPF& MP Act. 1952

1. 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
2. The Contractor should have a separate EPF main code number
3. 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
4. The contractor should submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act
5. The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organisation in order to claim the Bills for the respective works
6. 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
7. 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
8. 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

9. 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

F) Statutory Compliance Clearance Certificate:-

1. 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.
2. 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.

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

The TNEB (TANGEDCO/ TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [Annexure- A] in a non judicial stamp paper is a value of Rs.80/- with respective Superintending Engineer's of the circle

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

The contractor should comply/ maintain the applicable new combined forms introduced vide the following Acts/ Rules. (ANNEXURE- B)

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

INSTRUCTION TO BIDDERS

1. The bidder should quote the rates for the works and all other taxes separately instead of giving as a lumpsum price while quoting electronically.
2. Since this work has to be carried out as a 'TURNKEY' job, the vendor should visit the site and study the existing system and should take on extensive study with respect to the modification and requirement and should submit a write up (Micro plan) on the proposed execution of the works along with technical bid.
3. All the works shall be carried out to the entire satisfaction of the TANGEDCO.

SCHEDULE-A**PRICE****SPECIFICATION NO. SE/M.II /No.78/2022-2023**

Name of work: TTPS – Mech.II – AHP – Dismantling, leading, lifting, loading, transporting and unloading of various sizes of pipes from ETPS decommissioned Power Station / Chennai to TTPS / Tuticorin for beneficial utilization in Ash handling plant

Period of work: 45 days from the date of commencement of work.

Sl. No.	Description of work	Qty	Unit Price in INR	GST	Total Including GST
1	Charges for dismantling the existing usable MS pipes of various sizes at various elevation from 0mtr to 10mtr and leading, shifting to ETPS central stores for loading into lorries from ETPS decommissioned power station including all consumables and T&Ps.	100000 Kg	To be quoted in the BOQ		
2	Charges for loading the materials in lorry at ETPS weightment, transporting to TTPS and unloading the same at TTPS including hire charges.	100 Ton	To be quoted in the BOQ		

Note

1. The prices quoted shall be **FIRM & in Indian Rupees only** and as per the scope of work detailed in the Technical Specification Section.
2. The tenderers may inspect the site at TTPS and quote as per technical specification
3. This being a Turnkey contract, the L1 tenderer will be decided for the total contract value, not for the individual items.

SIGNATURE:

NAME AND FULL ADDRESS:

DATE:

PLACE:

(SEAL)

SCHEDULE – B.**SPECIFICATION NO. SE/M.II /No.78/2022-2023****DEVIATION FROM TECHNICAL SPECIFICATION.**

All technical deviations from the specification shall be filled in by the tenderer, clause wise, in the schedule.

SL. NO.	SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification and the tender conforms to the specification in all other respects.

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

SCHEDULE – C.
SPECIFICATION NO. SE/M.II /No.78/2022-2023

DEVIATION FROM COMMERCIAL TERMS

All deviations from the commercial terms shall be filled in by the tenderer, clause wise, in this schedule.

SL. NO.	SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification and the tender conforms to the specification in all other respects.

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

SCHEDULE – D.**SPECIFICATION NO. SE/M.II /No.78/2022-2023****STATEMENT OF SUPPLY / ORDERS EXECUTED / UNDER EXECUTION SO FAR
DURING THE PAST YEARS AS ON THE TENDER OPENING DATE:**

Sl. No.	Name & Address of the Organisation Including other SEBs	Name of the Work	P.O. No. and Date	Value of Order in Rs. In Lakhs (K)	Scheduled Date of completion of order	Actual Date of Completion of order.

NOTE: 1) Split up details such as price, may be enclosed separately.

2) Attested Copies of orders received shall be enclosed.

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

SCHEDULE – E

UNDERTAKING FOR PAYMENT OF DUES TO TNEB

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS.....
 day of Two thousand and Twenty two by Messers

.....

.....

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

TO AND IN FAVOUR OF

The **TANGEDCO** a body corporate constituted under the Electricity (Supply) Act, 1948, (Central Act LIV of 1948), having its office at NPKRR, Maaligai, 800, Anna Salai, Electricity Avenue, Chennai – 600 002, herein after called the "corporation" (Which expression shall where the context so admits mean and include the successors – in – office and assigns).

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

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

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

COMPANY SEAL – SIGNATURE OF THE TENDERER.

NAME:

DESIGNATION:

DATE:

SCHEDULE – F.

UNDERTAKING FOR LEGAL PROCEEDINGS JURISDICTION

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE

Day of.....Two thousand and Twenty two By Messers.

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

TO AND IN FAVOUR OF

The **TANGEDCO** a body corporate constituted under the Electricity (Supply) Act, 1948, (Central Act LIV of 1948), having its office at NPKRR, Maaligai, 800, Anna Salai, Electricity Avenue, Chennai – 600 002, herein after called the "corporation" (Which expression shall where the context so admits mean and include the successors – in – office and assigns).

WHEAREAS the corporation has called for acceptance of jurisdiction of legal proceedings.

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

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

COMPANY SEAL – SIGNATURE OF THE TENDERER.

NAME:

DESIGNATION:

DATE:

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
SCHEDULE – G
SPECIFICATION NO. SE/M.II /No.78/2022-2023
TENDER FORM

To
Superintending Engineer/Mechanical- II,
Tuticorin Thermal Power Station,
Tuticorin – 628 004.
Ph. 0461-2352236,

Dear Sir,

1. Having examined the above specification together with the accompany schedules etc., we hereby offer to execute work with supply of the materials covered in this specification at the rates entered in the attached schedule of prices.
2. We hereby guarantee the particulars entered in the schedule attached to the specification.
3. In accordance with security deposit cum performance guarantee clause – 10.0, Section VI of the specification we agree to furnish security deposit cum performance guarantee to the extent of 5% of the total value of the contract.
4. 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.

Yours faithfully,

SIGNATURE
DESIGNATION:
COMPANY SEAL: COMPANY

PLACE:
DATE :

FORMAT - I
Self - Declaration

To be filled up and signed with company seal in the below format or in the company letter head

Date:

To,

The Superintending Engineer
Mechanical- II,
Tuticorin Thermal Power Station,
Tuticorin – 628 004.

Sub: Acceptance of Payment of EMD Terms & Conditions of Tender.

Tender Reference No: SE/M.II/TTPS/Spec.No. /2022-2023

Name of Tender/Work:

Dear Sir,

I/We _____ hereby accept to pay / authorize the TANGEDCO to recover the amount from our pending bills equivalent to EMD Rs. _____ (Rupees _____ (IN WORDS) together with costs if any, in the event of non-fulfilment of breach of any of the tender conditions by the tenderer as mentioned here under i.e in all cases where EMD paid shall be forfeited along with applicable GST.

- 1) Withdrawing his tender before the expiry of validity Period (OR)
- 2) Withdrawing his tender after acceptance (OR)
- 3) Violating any of the conditions of the tender issued by the competent Authority.

SIGNATURE
NAME IN BLOCK LETTERS
SEAL OF THE COMPANY.

Note: Those who claim EMD exemption by enclosing UDYAM Registration certificate should enclose/upload Duly filled and signed in the above Self Declaration form or in the company letter head.

FORMAT –II
BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE.
Rs.80/- Non-Judicial Stamped paper

THIS DEED OF GUARANTEE made this day of TWO THOUSAND AND TWENTY TWO by the bank of (here in after called `the bank') to and in favour of TANGEDCO LIMITED a body corporate incorporated under the Companies act 1956 having its office at NPKRR Maaligai,144 Anna Salai / Chennai – 2, represented by the Chief Engineer (herein after called 'the purchaser').

WHEREAS M/s. (herein after called ' the contractor') have by virtue of the contract entered into with the purchaser as per W.A.O. No..... dated, the agreed with the purchaser to supply In accordance with the terms and conditions contained therein.

AND WHEREAS in accordance with the terms of the contract the Contractor has to furnish a Bank Guarantee From `a' nationalized bank for a sum of Rs.....(Rupeesonly) equivalent to 5% of the contract for the satisfactory performance of the materials in the said contract.

AND WHEREAS THE BANK has, at the request of the contractor, agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions contained in W.A.O.No..... dated or in the letter dated.

FOR THIS DEED WITNESS AS FOLLOWS

1) In consideration of the purchaser having agreed to accept the Bank guarantee from a nationalized Bank towards the satisfactory performance of the materials supplied for a sum equivalent to Rs.....(Rupees only) the Bank do hereby guarantee that if the materials supplied by the contractor fails in performance in accordance with the specifications and conditions of the contract as subsequently amended, the bank shall pay forth with merely on demand without any demur to the purchaser such amount or amounts, as the Bank may be called upon to pay by the purchaser.

Provided that the liability of the Bank under this deed shall not at any time exceed the said sum of Rs.....(Rupees..... only).

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the materials supplied by the contractor has performed to the satisfaction of the purchaser in accordance with the terms of the contract and a certificate to that effect is issued by the purchaser.

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

3) The guarantee here in contained shall remain in force will the terms and conditions of the W.A.O.No dated the have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after the

4) The Bank further agrees with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank here under) to vary any of the terms and conditions of the contract or to extend the time of performance by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said contractor and forbear or to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved of their liability by the reason of any such variations or extension being granted to the said contractor or by reason of any forbearance act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for these provisions have the effect of so relieving the Bank.

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

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

IN WITNESS WHEREOF THIRU.....

Acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

Witnesses:

1.

2.

(Name and address in Block letters)

Signature with seal of the Bank

(Name in Block letters)

FORMAT – III**TENDER ACCEPTANCE LETTER****(To be furnished on the letter head of the firm and signed with the seal of firm)**

Date:

To

The Superintending Engineer
 Mechanical- II,
 Tuticorin Thermal Power Station,
 Tuticorin – 628 004.

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: **<https://tntenders.gov.in/nicgep/app>**
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc..) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirely.
5. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security Deposit cum Performance Guarantee clause of the clause 10.0 of section V, we agree to furnish SD cum PG 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)

*** **

ANNEXURE-A

DRAFT AGREEMENT

Nature of the work :

(i) I/ we have registered a Firm/Establishment/Company/Contractor in the name of

_____ (with address).

Name of the Proprietor/
Partner/Director:

Father's Name :

Date of Birth/ Age :

Contact Number :

E-Mail ID :

PAN Number :

GST Number :

(ii) I/ we have obtained the EPF code number from the Employees Provident Fund Organization. The EPF number of our company is _____.

(iii) I/ we have obtained the ESI code number from the Employees State Insurance Corporation. The ESI number of our company is _____.

(iv) As a contractor of TANGEDCO/TANTRANSCO,

(a) I/we would comply with all the relevant provisions stipulated in the EPF & MP Act and ESI Act.

(b) I/we are responsible for the payment of necessary EPF & ESI contributions both Employer's and Employee's contribution as per the provisions of the EPF Act and ESI Act in respect of the actual workers engaged for the specified works.

(c) I/we shall submit the necessary returns to Employees Provident Fund Organization and Employees State Insurance Corporation within the stipulated time as prescribed under the said EPF Act and ESI Act.

(d) I/we shall produce the proof of payment of contribution – both Employer's and Employee's contributions made to Employees Provident Fund Organization and Employees State Insurance Corporation in order to claim the bills for the respective works.

(e) I/we shall be fully liable to meet and fulfil all the relevant provisions of the EPF Act and ESI Act in respect of the execution of the Tendered work.

(v) In case as the contractor if I/we fail to fulfil any of the statutory provisions of the EPF Act and ESI 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 me/us.

(vi) As the contractor if I/we claims exemption under the ESI Act, I/we shall produce the exemption order obtained from the Government/ESI organization and for those areas that are not covered under the purview of the ESI Act, necessary evidences will be submitted by me/us to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI Act.

(vii) In such cases, where the revenue village in which work is being carried out has not been covered under the implemented area of ESI Act " I/we shall ensure that the medical benefits and the compensation for the Contract Workers engaged by me/us for the works and to take relevant group insurance policies with the applicability for giving compensation to the workers".

(viii) I/we agree to obtain the Labour Licence under the Contract Labour (Regulation & Abolition) Act 1970 and will intimate the TANGEDCO/TANTRANSCO. If migrant workers are to be engaged to carry out the works in such cases necessary Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 will also be obtained and produced. I/we also agree to obtain the registration certificate under the Building and Other Construction Workers (Regulation & Condition of services) Act 1996.

(ix) I/we hereby declare that, I/we are well aware of all the Statutory Provisions to be complied while engaging workers for the works. And I/we agree to follow all the Statutory Provisions and rules modified there under and maintain the register as per the provisions of the above Act and submit the returns to the authority concerned.

(The Agreement should be executed with the contractors in 80 rupees stamp paper and additional green sheets).

Signature of the
Superintending Engineer.

Authorised Signatory
(Contractor)

Annexure - B

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)

ANNEXURE - C**Declaration to be submitted by the bidders in NJS paper of value not less than Rs.80/-**

To

The Superintending Engineer/Mech.II/TTPS.

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

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

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

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

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.

Signature of bidder with Company Seal.

Note:

Bidder may strike out the para not applicable

****Sd****
Superintending Engineer/M.II,
TTPS / Tuticorin-4.