

**TANGEDCO**

**SPECIFICATION FOR REGULAR AND BREAKDOWN MAINTENANCE WORKS TO BE CARRIED OUT IN ELECTRICAL MAINTENANCE, METER & RELAY TEST, CONTROL & INSTRUMENTATION AND OPERATION IN ELECTRICAL DIVISION FOR A PERIOD OF ONE YEAR FROM THE DATE OF COMMENCEMENT AT KUTTALAM GAS TURBINE GAS TURBINE POWER STATION , MARUTHUR, KUTTALAM (TK).**

**(Open Tender Two Part )**

**(E-TENDER)**

**(Through NIC)**

**SPECIFICATION: SE/GTS/OT- 11 /2022-23**

**OFFICE OF THE CHIEF ENGINEER  
GAS TURBINE SCHEMES  
144, ANNA SALAI  
CHENNAI-600 002  
TAMIL NADU.**

**Service Provider: NIC Limited,  
Website for online bid submission  
<https://tntenders.gov.in/nicgep/app>**

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

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the <https://tntenders.gov.in/nicgep/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the portal, prepare their bids in accordance with the requirements and submitting their bids online **under two part system**.

More information useful for submitting online bids on the portal may be obtained at <https://tntenders.gov.in/nicgep/app>.

#### **REGISTRATION**

- 1) Bidders are requested to enroll on the e-procurement module of the Tamil Nadu Tenders procurement portal <https://tntenders.gov.in/nicgep/app> by clicking on the link **"on line bidder Enrollment"** which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/nCode/eMudhra etc),with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC 's to others which may lead to misuse.
- 6) Bidder then log in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search operations built in the [https://tntenders.gov.in/\\_nicgep/app](https://tntenders.gov.in/_nicgep/app) to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value,etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc to search for a tender published on the CPP portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.
- 3) The bidder should make a note of the unique Tender ID assigned to each other in case they want to obtain any clarification/help from the Helpdesk.

#### **PREPARATION OF BIDS:**

- 1) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement 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 bids documents have to be submitted, the number of documents – including the names and content of each of the document that need to be

- submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
  - 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as 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.

#### **SUBMISSION OF BIDS:**

- 1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidder is requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid as a standard BOQ format with the tender document, then the same is to be download and to be filled by all the bidders.

Bidders are required to download the BOQ file, open it and complete the white 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 filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidder's dashboard) will be considered as a standard time for referencing the deadline for submission of the bids by the bidders, opening of bids etc.,. The bidder should follow this during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender Opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking " Freeze Bid Submission" in the portal ),the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to <https://tntenders.gov.in/nicgep/app> in general may be directed to the 24X7 Helpdesk of the portal.

#### **SYSTEM REQUIREMENT:**

- i) Operating System - Windows XP-SP3 & above
- ii) Firefox/Internet browser - IE7 and above
- iii) Signing type digital signature
- 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.

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TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.

**Foreword**

1) Tender Specification No.	<b>SE/GTS/OT- 11 /2022-23</b>
2) Name of the work	E-tender for under Two Part Open Tender System for regular and breakdown maintenance works to be carried out in Electrical Maintenance, Meter & Relay Test, Control & Instrumentation and Operation in Electrical Division for a period of one year from the date of commencement at Kuttalam Gas Turbine Power Station Maruthur,Kuttalam (TK) .
3)Method of Tender	e-Tender System (Online Part I-Techno-Commercial Bid and Part II- Price Bid) Through: <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
4) Earnest Money Deposit (EMD)	Rs.90,000/- (Rupees Ninety Thousand only) to <b>TANGEDCO's Account</b> Account No. 0911201003004 Name of Bank : CANARA BANK, 800, Electricity Avenue, Anna Salai ,Chennai -2. IFSC Code : CNRB0000911
5) URL for online bid submission for e-tender	<b><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></b>
6) Last date for submission of EMD	<b>23.05.2022 @ 12.00 PM</b> (The EMD amount has to be received in TNEB/TANGEDCO account <u>through e payment, by 2 hours before closing time of tender</u> )
7) Date of closing of online e-tender for submission of Bid.	<b>23 .05.2022 @ 02:00 PM</b>
8)Date & time of opening of tender Electronically	<b>24.05.2022 @ 02:30 PM</b>
9) Specification at website	The tender specification will be placed at TANGEDCO web site ( <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> ) and TN Govt. Website ( <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> ) The prospective bidders may download the same.
10) Documents to be uploaded by the Tenderers during re-submission	Schedules and Annexures and other documents whichever is applicable
11) Clarification to be sought for from	Chief Engineer/Gas Turbine Schemes, 144, Anna Salai,Chennai-600002,Tamil Nadu.
12) Place at which tenders will be opened	Office of the Superintending Engineer/ /GTS, 3 <sup>rd</sup> Floor/ Eastern Wing, NPKRR Maaligai, 144 Anna Salai, Chennai –2
13) Name and Designation of Tender opening officers	1. Tmy.R.Gandrial jesintha, EE2/GTS 2. Thiru.S.Kalaichelvan, EM/GTS 3. Thiru.S.Velappan, AAO/CASH

**SPECIFICATION NO. SE/GTS/OT-11 /2022-23**  
**(E-tender)**  
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**SECTION - I**

**EARNEST MONEY DEPOSIT**

- 1) Tenderer should pay the specified amount towards Earnest Money Deposit as follows:  
Earnest Money Deposit : Rs.90,000/- (Rupees Ninety Thousand only)

**2) a)** The Earnest Money Deposit specified above should be in the form of NEFT/RTGS 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 TNEB/TANGEDCO account **through e-payment, 2 hours before closing time of tender. EMD amount received beyond tender closing time will be**

**summarily rejected.**

b) EMD in the form of irrevocable Bank Guarantee is also acceptable. The irrevocable Bank Guarantee shall be valid for One year. The hard copy i.e. the Original irrevocable Bank Guarantee as uploaded in the E-tender shall be submitted to the O/o Chief Engineer/Gas Turbine Schemes immediately on tender opening. The Bank Guarantee format shall be as per Annexure-III.

3) The Tenderers who are having valid Permanent EMD with **TANGEDCO** for an amount of Rs.20 Lakhs and above are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD deposited by them even for lesser quantity and value.

If the Tenderer desires to become a Permanent 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 CFC/General and enclose copy of the same along with the tender offer as mentioned in Clause-2 above.

4) The EMD will not carry any interest.

5) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/ Gas Turbine Schemes/Chennai, after intimation of the rejection/non-acceptance of their tender is sent to them.

**6) Any other mode of payment of EMD other than NEFT/RTGS/ irrevocable Bank Guarantee shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner. EMD may also be paid by Account Transfer.**

7) (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 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 as 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 covered under Registration Certificate.

h) Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation in respect of those items covered under Registration Certificate.

i) UAM submitted by bidders may also be considered for EMD exemption.

**j) Micro and small scale industries registered in Udyam Portal for the subject works alone are also exempted.**

k) The enterprises registered prior to 30.06.2020 as SSI units should register in Udyam registration portal for claiming EMD exemption in respect of tenders to be opened on or after 01.04.2022.

8) SSI units having provisional registration Certificate are not eligible for exemption, from

payment of EMD.

9) Those tenderers who are exempted from payment of EMD will have to pay as penalty an amount equivalent to EMD along with costs if any, in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract i.e. in all cases where EMD paid will be forfeited. The GST applicable shall also be paid by the bidder to TANGEDCO.

10) Small Scale Industries registered within the State of Tamil Nadu shall upload duly attested Photostat copy of their Entrepreneur Memorandum Part-II and acknowledgement for the Entrepreneur Memorandum Part-II issued by DIC, subject to the material tendered has been furnished in Format-II or the photocopy of valid registration certificate issued by NSIC for small scale industrial unit for subject materials specifying capacity for which they are permitted to manufacture and the period of validity of the certificate as proof of eligibility for exemption of EMD.

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.

12) The tenderers shall upload the audited attested copy of Profit and Loss account, Balance Sheet along with the proof for exemption from payment of EMD.

In case the investment held by the tenderer in Plant and Machinery as per their financial statement of Accounts exceeds Rs.5 Crores, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager/District Industries Centre concerned, the exemption from paying EMD for SSI Units will not be extended.

**13) UDYAM REGISTRATION - UDYAM REGISTRATION - EXEMPTION FROM PAYMENT OF EMD UNDER MSMED ACT 2006 – RECLASSIFICATION OF ENTERPRISES.**

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

**Composite Criteria:** A composite criteria of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprises as Micro, Small and Medium. The composite criteria stipulated in the said notification are to be complied by the micro and small industries for claiming EMD exemption and purchase preference in TANGEDCO's tenders floated from 01.07.2020 onwards.

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

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

**Calculation of Turnover:**

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

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

**Calculation of Investment:**

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

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

**Registration of existing enterprises:**

- 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 upto to 31.03.2022.
- iv) An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam registration.

**Updation and transition period in classification:**

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self-declaration basis.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.

In case of reverse-graduation of an enterprise, whether as a result of reclassification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

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

- i) The e-receipt of payment of EMD through NEFT/RTGS (or)
- ii) The proof of irrevocable Bank Guarantee towards the EMD amount with validity of one year. (or)
- iii) The proof of exemption of EMD and documents in support of investment held by them in plant & machinery.

**Note:** If EMD is in the form of irrevocable Bank Guarantee ,the offer of the tenderer will be considered for evaluation only on receipt of the original irrevocable Bank Guarantee”

14) The Earnest Money Deposit/ Permanent EMD made made by Tenderer will be forfeited 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.

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## **SECTION – II**

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

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

- 1) The bidder should have performed electrical related regular & breakdown maintenance works in Electrical Maintenance/ Meter & Relay Test/ Control & Instrumentation / Operation in the past 5 years as on the date of tender opening in any one of the Gas Turbine Power Stations/Thermal Power Stations of TANGEDCO Ltd. The bidder should upload the copy of work order for the above.
  - 2) The Annual Turnover of the bidder should be more than Rs. 24 Lakhs (Rupees Twenty Four Lakhs only) in any one of the three financial years viz; 2018-19, 2019-20 and 2020-21. The bidder should furnish the copy of any one of the following certificates .
    - i) Annual turn over Certificate for above 3 years certified by Chartered Accountant  
(or)
    - ii) Annual statement of Accounts (i.e.) Profit & Loss Accounts and Balance Sheet for the above 3 years certified by Chartered Accountant in support of Annual Turn Over
  - 3) The bidder should enclose valid contract labor license / copy of application submitted for obtaining labor license from Inspector of factories ,Thanjavur.
  - 4) The bidder should enclose registration certificate in GST, ESI, EPF with appropriate Organization.
- Bidders should upload documentary evidence attested by Gazetted officer/Notary Public in support of all the Bid Qualification Requirements along with their offer. Otherwise the offer will be summarily rejected.

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### **SECTION - III REJECTION OF TENDERS**

- I.** Tender will be SUMMARILY rejected if
  - (a) The EMD requirements are not complied with as specified in Section I.
  - (b) Bid Qualification Requirements as specified in Section II are not complied with.
  - (c) If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.
- II.** Tender is LIABLE to be rejected, if it is:
  - (a) With validity period less than that stipulated in this specification.

- (b) Not in conformity with TANGEDCO's Commercial terms (Section – V).
- (c) Not properly signed by the tenderer.
- (d) Received from a tenderer who is directly or indirectly connected with Government Service or TANGEDCO & TANTRANSCO Service or Service of local authority.
- (e) From any black listed Firm or Contractor.
- (f) Received by Telex/Telegram / E-Mail /fax.
- (g) From a tenderer whose past performance/Vendor rating is not satisfactory.
- (h) Not containing all required particulars as per Schedule - A to D and Annexures I to III.
- (i) Received after the expiry of the due date and time.
- (j) Offer submitted without GSTIN is liable for rejection.

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## **SECTION - IV**

### **INSTRUCTION TO TENDERERS**

- 1 The bids shall be submitted in Two Part System (a) Technical Bid with Commercial terms but **without** Price Bid and (b) Price Bid in accordance with Commercial terms. All the bids shall be prepared and uploaded strictly in accordance with the instructions set forth herein.

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

THE TENDERERS WHO DO NOT FULFIL THE "BID QUALIFICATION REQUIREMENT" AS PER SECTION-II **NEED NOT** PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE **SUMMARILY REJECTED.**

**All the documents submitted by the tenderer shall be serially numbered.**

#### **2.0. SCOPE OF WORKS:**

**Kuttalam Gas Turbine Power Station - Electrical** - Regular and breakdown maintenance works to be carried out in Electrical Maintenance, Meter & Relay Test, Control & Instrumentation and Operation in Electrical Division for a period of one year from the date of commencement during the year 2022-2023.

#### **3.0 SUBMISSION OF TENDER OFFER:**

The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and upload the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.

#### **4.0 SUBMISSION OF TENDERS:**

- 4.1.1 The Tender Offer consisting of Schedules-A to H, and Annexures I to III should be

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

- 4.1.2 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, certified copies of which shall be enclosed.
- 4.1.3 Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc., to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

## **5.0 Modifications/Clarifications to Tender Documents:**

- 5.1.1 At any time after the issue of the tender documents and before the opening of the tender, TANGEDCO may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned vendors through corrigendum which can be down loaded from the vendor login..
- 5.1.2 In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the CE/GTS/TANGEDCO/Chennai-2 will clarify the same.
- 5.1.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/Gas Turbine Schemes, TANGEDCO, Chennai-600 002 on the clarifications will be final and binding on the Tenderer.
- 5.1.4 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 5.1.5 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer.
- 5.1.6 Any and all the exemption, which the bidder may take to any of the clauses with specification shall be clearly outlined in the schedule of deviations enclosed in the Schedules B&C, failing which the offer will be deemed to conform fully to the Technical specification and general terms and conditions.

## **6.0 ALTERNATIVE TENDERS:**

Bid should be submitted as per indent of the tender Documents, as alternative offers are liable to be rejected.

## **7.0 QUOTATION OF RATES:**

Rates should be quoted figures i.e., integers only.  
Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.

## **8.0 PRINTED TERMS AND CONDITIONS IN TENDERS:**

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances.

## **9.0 INCOMPLETE TENDERS:**

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

## **10.0 AMBIGUITIES IN CONDITIONS OF TENDERS:**

In the case of ambiguous or contradictory terms / conditions mentioned in the bid,

interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.

#### **11.0 DISQUALIFICATION OF TENDERS:**

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

Tenderers shall bear all costs associated with the preparation of e-tender and the purchaser will in no case be responsible or liable for these costs.

No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.

The Tenderers are requested to furnish the exact location of the factories with detailed postal address and pin code, telephone and Fax Nos. etc in their tenders so as to arrange inspection by the TANGEDCO, if considered necessary.

#### **12.0 TENDER OPENING:**

##### **OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):**

The bid (except price Bid) will be opened electronically at 14.30 Hrs on the date notified at the Office of the Superintending Engineer/ Gas Turbine Schemes 3<sup>rd</sup> Floor, Eastern Wing, NPKRR Maaligai, 144, Anna Salai, Chennai- 600002 through <https://tntenders.gov.in/nicgep/app> in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

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

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

Price bids of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically **by the nominated members.**

During the bid submission in e-tender, bidders are advised to use **Attach Documents** link to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 8 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link by selecting the particular tender from the dropdown list

The bidder should note that only a file which is "attached" with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made Final Submission. Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final Submission will be treated as non-submission of bid in e-tender

Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only). **One hard copy of the electronically submitted bid documents excepting the price schedule shall have to be submitted upon intimation by TANGEDCO after opening of the e-tender.**

Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered email id.

E-tender cannot be accessed after the due date and time for bid submission.

In case the due date for receipt and opening of tender happens to be declared holiday, tenders will be opened on the immediate succeeding working day without any change in the timings indicated

### **13.0 INFORMATION REQUIRED AND CLARIFICATIONS:**

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

TANGEDCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time of official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.

Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANGEDCO for rejection of his offer, except as mentioned in Clause-11.0. The TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANGEDCO.

### **14.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:**

14.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and the amendments thereof.

14.2 The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.

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

- (a) The quoted price will be corrected for arithmetical errors.
- (b) Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside Tamilnadu.

### **15.0 VALIDITY:**

15.1 The tender offer shall be kept valid for acceptance for period of **90 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.

15.2 Further, the tenderer shall agree to extend the validity of the Bids without altering

the substance and prices of their Bid for further periods, if any, required by the TANGEDCO.

**16.0 RIGHTS OF THE BOARD:**

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

- (a) to recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall be forfeited.
- (b) to cancel the orders for not keeping up the delivery schedule.
- (c) to vary the delivery period based on the requirement and contingencies at the time of placing the Purchase order.
- (d) to accept the lowest eligible tender.
- (e) to reject any or all the tenders or cancel without assigning any reasons therefore.
- (f) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.

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

**17.0 DEVIATIONS :**

The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.  
No alternate offer will be accepted.

**18.0. BAR OF JURISDICTION:**

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

**19.0 APPEAL:**

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

**20.0** a) GSTIN Number: The tenderers are requested to furnish their GSTIN Number in the offer.

b) Permanent Account Number (PAN) Registration Number:

The tenderers are requested to furnish the Permanent Account Number in their offer.

**21.0** The tenderer who is an industrial company shall state clearly whether the company is a potentially sick Industrial Company in terms of **Section 23 or 25 of the sick Industrial Companies act 1985.**

## **22.0 TENDER AND AGREEMENT:**

**22.1** The fact of submission to the Board of tender shall be deemed to constitute an agreement between the tenderer and the Board whereby such tender shall remain open for acceptance by the TANGEDCO. If the tenderer is notified that his tender is accepted by the tender and such acceptance thereof by the TANGEDCO. Until a formal contract of the same tender has been executed between him and the TANGEDCO in replacement of such agreement. The stamp duty payable to this agreement shall be borne by the successful tenderer.

**22.2** A Non-judicial stamp paper to the value of Rs.20/- (Rupees Twenty only) may be handed over to TANGEDCO for preparation of agreement for this work and the K2 agreement should be executed by you before the commencement of works. An undertaking has to be executed in Non-judicial stamp paper for value of Rs.80/- indemnifying the board against any loss or damage. Failure for the execution of K2 agreement and for undertaking within the due dates specified above will entitle cancellation of work awarded besides forfeiture of EMD deposited by you for the above works.

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### **SECTION – V** **COMMERCIAL**

#### **1.0. SCOPE:**

**Name of the work – Kuttalam Gas Turbine Power Station – Electrical -** Regular and breakdown maintenance works to be carried out in Electrical Maintenance, Meter & Relay Test, Control & Instrumentation and Operation in Electrical Division for a period of one year from the date of commencement during the year 2022-2023.

#### **a) PERIOD OF CONTRACT:**

The period of contract is one year from the date of commencement during the year 2022-2023.

#### **b) PLACING OF ORDERS ON RATE CONTRACT BASIS:**

The award of contract will be issued to the successful tenderer with all TANGEDCO's terms and conditions, duly indicating the approved unit rates and the approximate quantity allotted to them for a period of one year. The approved rates will be FIRM and valid for one year from the date of receipt of award of contract.

#### **2.0 PRICE:**

The price quoted should be firm during the entire duration of the contract. The rates shall be both in figures and words. Where there is discrepancy between the rates quoted in figures and words the lowest rates among them will be considered. It will be deemed that the rates quoted by the Tenderers are inclusive of all incidental items of work not necessarily mentioned in the schedule but are nevertheless essential for the correct and complete execution of work.

#### **3.0. Goods and Service Tax:**

1) The GST (SGST+CGST) will be paid extra as applicable. The amount of GST and percentage payable shall be indicated separately in the tender offer. GST are not applicable to Freight and Insurance charges.

2) The Tamil Nadu Generation And Distribution Corporation Ltd., has been registered as a dealer under GST and Registration No.33AADCT4784E1ZC with effect from 01.07.2017.

3) In case of delayed work, GST(SGST+CGST) prevailing on the date of dispatch or on the last date of the contractual delivery period whichever is LESS will be admitted. For both the cases the supplier shall furnish documentary evidence while submitting the bills for the payment.

4) Provided always it is hereby agreed and declared that in case, where the board has doubt and belief that the GST is not at all payable for the transaction in question, the Board reserves the right to withhold the amount of Tax until the party produces an order of court of competent jurisdiction, declaring the

liability of the transaction to the GST. Concessional rate GST if any, shall be taken into account and included in the price quoted giving proof thereof.

5) The following certificates have to be furnished for admittance of claim of GST

(i) Certified that the transaction in which the GST has been claimed and has been/will be included in the return to be submitted to the GST(SGST or CGST) authorities for assessment of the GST and the amount GST claimed from the purchaser has been/ will be paid to GST(SGST or CGST) authorities.

(ii) Certified that the goods on which the GST has been charged have not been exempted under GST and the Rules made there under and the charges on account of GST on these goods are correct, under provision of relevant Act or Rules made there under.

(iii) Certified that we shall indemnify the TANGEDCO, in case if it is found at a later date that wrong/incorrect or excess payment has been recouped on account of GST paid by us.

(iv) Certified that we are registered as dealer under the GST and our Registration No. is..... and under GST act.

(v) Certified that GST credit availed by me has been taken into account in the rates quoted.

**(vi) The tenderer should be uploaded GST registration details and material HSN Code & SAC Code for work portion along with the offer.**

**GST shall be applicable on LD, Forfeiture of EMD/SD and any other recoveries of the bill as per the provision of GST Act.**

#### **3.0a. TDS under GST:**

Tax @ 2% will be deducted from the payment made or credited to the supplier of taxable goods or services or both, where the total value of taxable supply, under a contract exceeds Rs.2,50,000/- from the invoices raised by suppliers/contractors from 01.10.2018. TDS under GST is also applicable for suppliers/contractors registered under composition scheme also.

#### **4.0 INSURANCE:**

- 1) It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employees, against any accident from any cause and he shall indemnify the TANGEDCO against any claim for damaged for injury to person or property resulting from any such accident and shall also where the provisions of workman's compensation Act apply take steps to properly insure against any claim there under by way of accident, risk, insurance demand for all purposes of relief, failing, failing the same or otherwise, contractor alone will be responsible to meet the compensation awarded under the said act.
- 2) The tenderer should take comprehensive insurance group policy against any accidents to the workers during the course of work and produce the same to engineer in charge as and when required for perusal. The Policy should be taken immediately after award of the contract. Without this insurance policy tenderers will not be permitted to commence the work.
- 3) Recoveries will be made from Contractor's bill for any liability for the accidents and refund of the same considered later after the claim is fully settled by the Insurance authorities.
- 4) Insurance coverage for working above 9.0 mtrs. level should be ensured.

#### **5.0 SECURITY DEPOSIT:**

The successful tenderer will have to furnish a security deposit of 5% (five percent) for the total value of the contract which includes EMD already remitted and should be paid as Bankers **Cheque/ Demand Draft/Irrevocable** Bank Guarantee at o/o SE/ Kuttalam Gas Turbine Power Station Maruthur, Kuttalam (TK) .

The successful contractor will have to furnish the Security Deposit within 30 days from the date receipt of award letter. Non-payment of security deposit within the above period will entail cancellation of contract as it will be considered that successful tenderer is not interested in accepting the contract.

The Security Deposit against this contract will be repaid to the contractor only if the contract is completed to the satisfaction of the TANGEDCO. If the TANGEDCO incurs any loss or damage on account of the

breach of any of the clauses mentioned or any other amount arising out of the contract becomes payable by the contractor to the TANGEDCO, then TANGEDCO will in addition to such other rights that the TANGEDCO may 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.

The Banker's Cheque / DD towards payment of SD may be drawn in favour of Superintending Engineer/ / Kuttalam Gas Turbine Power Station Maruthur, Kuttalam (TK) , payable at Therizhandur/Kuttalam/Mayiladuthurai/Kumbakonam. No interests for the security deposit will be paid.

## **6.0 PAYMENT:**

Payment will be made on the contractors claim bill duly certified by the Engineer/TANGEDCO. 95% of the value of works so certified by the Engineer will be paid to the contractor in part bills within 90 days. The 5% retention amount will be paid together with security deposit on satisfactory completion of work in all respect and completion of guarantee period provided if any that there is no recovery or forfeiture of any amount from the contractor.(Through NEFT/RTGS)

No certificate of the Engineer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurement to which it relates, nor shall it relieve the contractor from his liability to make good defects as provided by the contract. No advance payment will be considered.

When there are complaints from the labour department about non-payment of wages to the labourers employed by the contractor for the execution of work under agreement, the Engineer in-charge shall have full power to with hold the bills claimed by the contractor.

Payment will be made within 90 days from the date of completion of work. For any delay in payment, simple interest shall be paid by the TANGEDCO for the delayed period beyond 90 days at SBI 3 months MCLR rate prevailed at the time of signing of Agreement.

## **7.0 LIQUIDATED DAMAGES:**

If the contractor fails to perform the works as specified in the contract or any extension thereof, the TANGEDCO LTD shall recover from the contractor as liquidated damages a sum of half a percent (0.5%) of the contract, price of the in completed works for each completed calendar week of delay the total liquidated damages shall not exceed 10% of the contract prices.

In respect of contracts where works executed in part could not be beneficially used by the TANGEDCO LTD due to such incomplete works, Liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion.

The defaulted contractor is liable to pay to the TANGEDCO LTD in addition to liquidated damages for delay, the actual difference in price, wherever TANGEDCO LTD orders the delayed quantity to be executed by other agencies at a higher rate. The date of actual handing over to TANGEDCO LTD after satisfactory execution shall be reckoned as date of completion.

### **Note:**

It should be noted that if a contract is placed on a higher tenderer in preference to the lowest acceptable offer in consideration of offer of earlier completion, the contractor will be liable to pay

to the TANGEDCO LTD the difference between the contract rate and that of the lowest acceptable tenderer in case of failure to complete the supplies/works in terms of such contract within the date of delivery specified in the tender and incorporated in the contract

#### **8.0 WORKING HOURS:**

The timings for work is as per the Power Station working hours & 24 hrs in case of emergency situation considering as over time beyond 8 hrs No work of any description shall be carried out on Sundays and other important National Holidays without the Knowledge and formal sanction in writing of the Engineer/TANGEDCO.

#### **9.0 SUSPENSION OF WORK:**

The Engineer/TANGEDCO may from time to time by direction in writing for any valid reasons with out in any way violating this contract direct the contractor to suspend so long as the Engineer in-charge may deem desirable and the contractor shall not after receiving such written notice proceed with the works therein ordered to be suspended until he shall have received written notice or authority to the effect from the Engineer/TANGEDCO.

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

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

Suppliers failing to execute the order placed on them to the satisfaction of the TANGEDCO under terms and conditions set forth therein, will be liable to make good the loss sustained by the TANGEDCO, consequent to the placing of fresh orders elsewhere at higher rate, 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.

#### **11.0 LIABILITY FOR ACCIDENTS:**

Prior to the taking over of works of Plant, the contractor shall indemnify and save harm to the TANGEDCO against all actions, suits, claims, demands, cost or expenses arising in connection with injuries suffered by the persons employed by the contractor or his sub-contractor on the works whether under the general law or under the work men's compensation Act. 1928, or any other statute in force on the date of the contract dealing with question of liability of employer for injuries suffered by employees and to have taken steps prosperity to insure against and claims there under.

On the occurrence of an accident which results in the death of the workmen employed by the contractor or which is due to the contract work and of so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of happening of such accident intimate in writing to the concerned Engineer and such officers as required by the provision of the Workmen's Compensation Act, the fact of such accident.

The contractor shall indemnify the TANGEDCO against all loss or damage sustained by the TANGEDCO resulting directly or indirectly for his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the TANGEDCO as a consequence of the TANGEDCO's failure to give notice under the workmen's compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

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

In the event of an accident in respect of which compensation may become payable under Workmen's Compensation Act-VII of 1923 and any subsequent amendment thereof whether by the contractor, or by the TANGEDCO, as principle, 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 this clause and will not be subject to any arbitration.

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

The contractor shall report about all accidents within 24 hours to the Engineer of the TANGEDCO in the preliminary accident form. He should furnish other particulars such as medical certificates, wage particulars, fitness, proof of having paid the compensation fixed by the TANGEDCO etc., in due course without delay.

#### **12.0 LIABILITY FOR DAMAGE TO WORKS OR PLANT:**

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, timely and useful precaution against accident or injury to the same from any cause and shall remain answerable and liable for all accidents or injuries thereto which until the same, be or be occasioned by the acts or omissions of the contractor or his workmen or his sub-contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer should such loss of damage happen to unit or works or plant or materials falling outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the contractor to the satisfaction of the Engineer.

In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required should be made good by the contractor in like manner but at the cost/ at a price to be agreed between the contractor and the TANGEDCO. The decision of SE/KGTPS in this regard will be final.

#### **13.0 FORCE MAJEURE:**

If at any time during the continuance of this contract, the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons if any war, hostilities, acts of public enemy, acts of civil commotion, strikes, lock outs, sabotages, fires, floods, explosions, epidemics, warranting 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 terminate this contract nor shall have any claims for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract shall be refunded as soon as practicable after such eventuality has come to an end or ceased to exist.

Provided that if the performance in whole or part by the Contractor or 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 notice in writing.

#### **14.0 ARBITRATION:**

Arbitration clause is not applicable to this contract.

#### **15.0 CLEARING UP THE SITE:**

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

**16.0 RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:**

In every case in which provision is made for recovery of money from the contractor. TANGEDCO shall be entitled to retain or deduct the amount there of from any money that may be due or become due to the contractor under this contract and or under other contract or contracts or any other account whatsoever.

**17.0 NEGLIGENCE:**

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

If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things which are the properties of the contractor may be seized and sold by the TANGEDCO and proceeds applied towards the payment of such differences and the cost of an incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale, shall be paid by the contractor on the certificate of the Engineer, but when all expenses, costs and charges incurred in the completion of the work are paid by the contractor all such materials, tools, tackle, construction plant or other things remaining unsold removed by the Contractor.

**18.0 INCOME TAX CLEARANCE:**

The tender to be submitted against this enquiry should be accompanied by Income Tax Clearance Certificate in the prescribed form issued by the competent authority.

**19.0 JURISDICTION FOR LEGAL PROCEEDINGS AFTER AWARD OF CONTRACT:**

No suit or any proceedings in regard to any matter arising in any respect, under this contract shall be instituted in any court save in the city civil court of Chennai or the court of small causes at Chennai. It is agreed that of no other court shall have jurisdiction to entertain any suit or proceeding even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises outside the jurisdiction of any of the courts in Tamil Nadu, then it is agreed to between parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other courts outside 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 in a non/Judicial stamp paper of Rs.80/- (Format as per schedule-E) agreeing to the above condition.

**20.0 DUES TO TANGEDCO:**

The TANGEDCO is empowered:

- (a) To recover any dues against this contract in any bills/

Security Deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with TANGEDCO.

(b) To recover any dues against any other contract of the suppliers with TANGEDCO, with the available amount due to the suppliers against this contract.

**21.0 SAFETY OF PERSONNEL:**

1. All the relevant personnel protective equipments like safety helmets, safety belts, safety shoes etc. should be worn by the contractor and his workmen while at work.
2. All the appropriate and relevant safety measures stipulated under the Factories Act
3. 1948 and the TNF Rules 1950 made there under should be scrupulously complied with by the contractor and his workmen.
4. The Contractor should not allow his workmen to wear loose garments like lungies, dhotis etc. and smoke cigarette, beedis etc. while at work inside the plant premises.
5. No workmen below the completed age of 18 years should be engaged by the Contractor for any works inside KGTPS.
6. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under the "Factory Act 1948" and TNF Rules 1950 made these under the contractor is liable for the imposition of penalty up to Rs.5,000/- (Rupees Five Thousand only) per spell as decided by the TANGEDCO depending upon the severity and gravity of the violation.

**22. Employment of qualified technical staff in Execution of works by Contractors:**

The contractors who are themselves not professionally qualified should undertake to employ qualified Technical person at their cost to supervise the work. The contractor should see that one of the technically qualified men is always at the site of work during working hours personally checking all items of works and paying extra attention to such works as may demand special attention In case of contractors who is professionally qualified and not in a position to remain always at the site of the work during works personally checking all the item of work, he should employ technically qualified person (as prescribed for the work).

**23.0. SPECIAL CONDITIONS:**

- 23.1 The Contractor/his authorized supervisor should collect details from Engineer/TANGEDCO and to carry out the works as per the requirements of TANGEDCO for maintenance work.
- 23.2 All tools (Alloy tools) required for the works viz. spanners, wrenches, pliers, screw driver, Allen keys, hammers, chain pulley block, wire ropes, welding transformers, gas cutting sets, etc., shall be arranged by the contractor. The TANGEDCO LTD will supply only special tools.
- 23.3 Minor T&Ps and all consumables such as Kerosene, Cotton waste, Insulation Tape, Yellow tape, C.T.C. etc., have to be supplied by the contractor then and there to the working persons. The workmen should be paid minimum wages as per PWD schedule of rates. It is the responsibility of the contractor to ensure payment to the labours within 07 days in the succeeding month and the same credited to the bank Accounts of the workmen as per the instructions of Government Of India in force and a certificate confirming the same to be produced to the Engineer/TANGEDCO.

- 23.4 It is the responsibility of the contractor to educate and conduct safety classes for the workers under their control every month and send report to the Engineer/TANGEDCO.
- 23.5 Special type of Tools, Electricity & drinking water for daily maintenance will be provided by TANGEDCO.
- 23.6 During handling of tools/equipments supplied by the TANGEDCO LTD, utmost care should be taken by the Contractor for the safety of the personnel/equipments and the workmen should be fully trained and adhere safety precautions
- 23.7 The Contractor has to follow the safety rules and regulations as per the Factory Act.
- 23.8 All the floors and equipments should be kept clean and neat including the surrounding area
- 23.9 It is the responsibility of contractor to provide transportation and accommodation facility to his workmen. Transportation of materials from stores to work area is in the scope of the contractor
- 23.10 The workmen compensation due to any accident has to be borne by the contractor
- 23.11 If the contractor fails to complete a part of work, then TANGEDCO is at the liberty to avail services of any other agency and the actual amount claimed by that agency will be recovered from the contractor pending bills. Any loss or damages to TANGEDCO's asset & materials should be on the account of Contractor and he should hold the full responsibility
- 23.12 If the contractor habitually fails to take up the works in time then the poor performance will be noted for future works and he may not be considered for further works and poor performance noted for further correspondence
- 23.13 The TANGEDCO LTD reserves the right to send out any of the persons engaged by the contractor, if found misbehaving/ not adhering to the rules, and the contractor shall not engage such person again
- 23.14 The Contractor shall ensure that no person involved in any criminal activities is engaged for the works, and it is the responsibility of the contractor to check the credential of the person engaged
- 23.15 The contractor shall note that, if any of the persons engaged for the works indulge in any criminal activities within the premises of KGTPS, he/she will be handed over to the police with complaints, and any loss/damage due to such activity shall be made good by contractor at his cost

#### **24.0 MAN POWER:**

- 24.1 The contractor should provide the specified number of manpower to execute the work with the required qualification and experience.
- 24.2 The contractor has to quote the rate, considering all the Statutory Obligations be complied with in respect of workmen to be engaged for the works contract/ service contract. The base price will be fixed for the Tender accordingly
- 24.3 The contractor has to quote considering the base price and has to submit the breakup details of the Statutory Components for the proposed number of

workmen to be engaged for the works contract/ service contract to be executed as in Annexure while quoting the rate for the tenders

- 24.4 If more than one tenderer quote the same rate, the tender will be finalized in accordance to the procedures prescribed in the Tender Transparency Act. The contracts without the breakup details of the Statutory Compliances will not be considered for evaluation and the same will be summarily rejected
- 24.5 In case of any increase in minimum wages (as per the PWD Schedule Rates of Wages/Minimum Wages Act), the same along with consequential statutory benefits shall be reimbursed on production of documentary evidence.
- 24.7 Necessary approval has to be accorded by the competent authority for the face value enhancement due to the increase in statutory liabilities

#### **GENERAL CONDITIONS (STATUTORY COMPLIANCES)**

- 1) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- 2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
- 3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein
- 4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time
- 5) The Engineer in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations
- 6) The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub- contractors. (if permitted)

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

#### **1.0 CONTRACT LABOUR REGULATIONS:**

(i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:

- (a) Name and situation of the work.
- (b) Contractor's name and address
- (c) Particulars of the Department for which the work is undertaken,
- (d) Name and address of sub-contractors as and when they are appointed.
- (e) Commencement and probable duration of the work.
- (f) Number of workers employed and likely to be employed.
- (g) 'fair wages' for different categories of workers
- (h) Number of hours of work which shall constitute a normal working day:

- (ii) 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
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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
- (viii) 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]

- (ix) 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
- (x) 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
- (xi) 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

- (xii) Welfare Fund: All moneys that are recovered by the Engineer in-Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors
- (xiii) 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
- (xiv) 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
- (xv) 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
- (xvi) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof

## **2.0 Compliance of EPF& MP Act, 1952:**

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

requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO 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

- (h) The workers engaged by the contractors should have EPF-UAN Number(Universal Account Number)

- (i) The Employer's contribution made to the EPF may be claimed under "PMRPY Scheme."

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

### **3.0 Compliance of ESI Act 1948:**

- (a) The contractor who take up the works contract for TANGEDCO is required to comply with all the provisions stipulated to ESI Act 1948
- (b) The contractor should have a separate ESI main code number
- (c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works
- (d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act
- (e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work
- (g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TANGEDCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO 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
- (h)
  - (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
  - (ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI
  - (iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs.700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/-above. Such employees

will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

- (iv) An undertaking should also be obtained from the contractors to ensure the remittance of EPF & ESI , Employee and Employer contribution for the respective works while claiming the bills (As per Annexure-IV).

#### **4.0 Statutory Compliance Clearance Certificate:**

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

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

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

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

- (a) The Contractor who take up works contract for TANGEDCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity
- (b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.

- (c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO 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 from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the migrant labour licence before executing the works
- (d) The contractors should maintain the following records as per section 78 of Contract Labour(Regulation & Abolition) central rules 1971
  - (i) Muster Roll in Form – XVI.
  - (ii) Register of Wages in Form – XVII
  - (iii) Register of overtime in Form – XVIII.
  - (iv) The contractor shall issue an photo identity card to his employees

#### **7.0 Wages:**

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

#### **8.0 EPF Documents to be Produced for Claiming Bills:**

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

#### **9.0 ESI Documents for While Claiming Bills:**

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

Sl.No.	IP No	IP name	No of days	wages	IP contributions
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(d) All the documents should duly signed with seal by the contractor

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

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

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

**New Forms:**

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

FORM II Application for Licence/ Renewal of Licence (under CLRA and ISMW Rules)

FORM III Form of Certificate by Principal Employer (under CLRA and ISMW Rules)

FORM IV Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)

FORM V Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)

FORM VI Licence and Renewal (under CLRA and ISMW Rules)

FORM VII Notice of commencement/ completion of work (under CLRA and BOCW Rules)

FORM VIII Service Certificate (under 3 Rules)

FORM IX Certificate of Medical Examination (under BOCW Rules)

FORM X Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)

FORM XI Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)

FORM XII Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

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

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

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

**12.0 SAFETY CONDITION:**

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

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

- (viii) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- (a) No paint containing lead or lead products shall be used except in the form of paste

or readymade paint

- (b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped
- (ix) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:
  - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects
- (x) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer in-Charge shall be entitled to do so and recover the cost thereof from the Contractor
- (xi) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor
- (a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work
- (b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor
- (c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable
- (d) The Contractor is not exempted from the operation of any other Act or Rule in force.

### **Special conditions – II**

- 1) The contractor has to disburse the wages to their workers before 7<sup>th</sup> of every month through the individual's salary bank accounts

- 2) The details of disbursement along with EPF deduction to be furnished to the TANGEDCO Engineer concerned on 10<sup>th</sup> of every month
- 3) The failure to comply the salary disbursement to the workers for the first time during the contract would be severely viewed and a 7 days notice will be issued to the erring contractor to explain the reason for non - payment of wages to their workers
- 4) The 2nd failure of payment of wages to the workers of contractor would result in breaching the contract between TANGEDCO and the contractor and TANGEDCO reserves the rights to cancel the agreement
- 5) The behavior of contractor in non-complying the agreement will be considered to be black listed for the succeeding bid if any
- 6) The contractor workers fails to satisfy the TANGEDCO Engineer in his service (or) gives false information against the Engineer will also be liable for poor performance.
- 7) The performance of the contractor will be evaluated on the basis of his service to TANGEDCO, response to TANGEDCO clarification & explanation, coordination, complying correct payment to the wages in correct time

**All the pages in the specification shall be noted and signed by the tenderer for giving acceptance for the above terms and conditions and uploaded along with the offer.**

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**TANGEDCO**  
**TECHNICAL SPECIFICATION**

Name of the work : Kuttalam GTPS - Regular and breakdown maintenance works to be carried out in Electrical Maintenance, Meter & Relay Test, Control & Instrumentation and Operation in Electrical Division for the period of One year from the date of commencement for the year 2022-2023.

SL NO	DESCRIPTION	Quantity
1	Maintenance of Modules below 45kW rating -Routine (Once in 3months)	3232
2	Maintenance of Modules above 45kW rating & LT Breaker- Routine (once in 3months)	640
3	Rectification of Light fittings below 4.5metres height (as and When necessity arises)	191
4	Rectification of Light fittings above 4.5metres height (as and When necessity arises)	148
5	Maintenance of LT motors below 25HP/18.5kW rating- Routine (once in 3 months)	1540
6	Maintenance of LT motors above 25HP/18.5kW rating –Routine (once in 3 months)	204
7	Maintenance of HT motors Routine (Once in 3months)	24
8	Maintenance of 110KV isolators, PTs, CTs, CVTs, LASs etc.- Routine (once in 3months)	250
9	Maintenance of HT circuit Breakers (110KV, 11KV & 6.6KV) – Routine (once in 3 months)	75
10	Maintenance of Transformers- Routine (Once in 3 months)	30
11	Maintenance of Batteries (125V, 220V, 384V , PLCC, DG Set & FW pumps) (Once in a week)	39520
12	Breakdown Maintenance of Intercom telephone (as and When necessity arises)	24
13	Extension of Temporary Supply (as and When necessity arises)	150
14	Painting of electrical equipments	200
15	Taking daily readings and monitoring the MCCs, Transformers, all breakers, isolators & parameters of various equipments and checking of Telephone as per walk down check list. (Daily)	270
16	Maintenance of EOT cranes & Electrical Hoist control panel (Once in 3 months)	200
17	Maintenance of PT cubicles( Once in 6 Months)	6
18	Electrical & Mechanical Isolation & Reconnection works below 18.5KW motors	50
19	Electrical & Mechanical Isolation & Reconnection works above 18.5KW motors	30

20	Assist the activity involved during startup of GTG/STG in forced outage / planned shutdown.	12
21	Maintenance of Quarters all electrical installation break down works including Fuse off call	1460
22	Calibration of Voltmeters / Ammeters	254
23	Calibration of KW/KVAR/PF/KWH/Trivector meter/ Transducer	296
24	Calibration of Bimetallic, Electromagnetic & Static relays	270
25	Testing of Generator protection relays(Beck with M3425) and Transformer protection relays (DUO-Bios)	10
26	Testing of Other Numerical Relays	76
27	Testing of 11KV,6.6KV & 415V Breakers	130
28	Testing of 110KV Breakers	8
29	Cleaning and tightness checking control circuit in LT modules and fire detectors.	2124
30	Cleaning and Tightness of GRP, GCP, RTCC, Fire panels, Switch Yard Mimic panel, SCADA panel, Tariff metering panel, Charger panel, EACP panel, VFD and UPS	176
31	Terminal tightness checking of 110KV,11KV,6.6KV & 415V CT & PT Secondary	1000
32	Testing of Current Transformers	2
33	Testing of Potential Transformers	2
34	Testing of Power Transformers for Buchloz relay, PRD, PRV, MOG, OLT, WTI	4
35	Testing of Power Transformer for DC resistance, OC/SC, Ratio test & trouble shooting	4
36	Lubricating cleaning, checking of control circuit of MOV's	520
37	Limit setting of torque, open & close limit switch of MOV's	130
38	Breakdown maintenance cost	12
39	Cleaning Checking and Calibration of field instruments as directed by the Engineer Incharge	1645
40	Cleaning Checking and Calibration of Pneumatic Control valves as directed by Engineer Incharge	55
41	Cleaning Checking and Calibration field Solenoid valves as directed by the Engineer Incharge	312
42	Cleaning and Inspection of field instruments lines and attending defects in normal days	270
43	Cleaning and Inspection of all field instruments lines and attending defects in shutdown days	12
44	Inspection cleaning of equipments in CCR and maintain control supply to DCS panels in normal days	48

45	Inspection cleaning of equipments in CCR and maintain control supply to DCS panels in shutdown days	12
46	Dismantling refixing of Instruments lines for Mechanical Maintenance works as directed by Engineer	30
47	Breakdown maintenance includes problem solving and replacing of defective equipments	12
48	Cleaning, inspection and defective replacement of all Local Area Network Accessories	48
49	Removal and Re-erection of C&I instruments and its signal cables during major works.	3
50	Assisting Operator in Central Control Room for monitoring & recording important parameters and readings Assisting Operator for monitoring and recording important parameters and readings of Energy meters in Switchyard control room, switch gear room, CW MCC (once in a day)	8760
51	Racking IN/OUT of 6.6 KV VCB, LT ACB at Switch Gear Room and removing of module fuses etc.,	1460
52	Assisting the Main Control Room operators during Startup/ Shut down of the Unit.	12
53	Assisting Operator for monitoring and recording important parameters and readings at GBC, IA/ PA compressors, STG, GTG, BOP,CW areas and parameters like lube oil level, Bearing temperature etc., as directed by the operator (Once in each shift)	1095
54	Checking for any abnormality in sound, leakage etc.,Checking in switchyard like, taking readings of SF6 Gas pressure etc., checking of breaker and isolator conditions, checking glow, Checking of Switchyard battery, station batteries and battery chargers etc., and taking Sp. gravity readings in the pilot cells. in each shift	1095
55	Assisting the switch yard operations during feeder Issuing/Normalization of L.C	90
56	Checking of oil level in the transformers of GTG, STG, UAT and Station transformers and taking oil/Winding temp. Readings locally (Once in each shift).	1095
57	Assisting Shift operators during routine changeover of equipments, Assisting during DG set trial runs , GT online water wash, GT pulse cleaning system start/stop etc.,	1460
58	Other operations like opening / closing of valves like De-aerator, CRT quick filling valve opening /closing as instructed by the operators.	2190

## **SECTION – VII – FORMATS**

**SPECIFICATION NO. SE/GTS/OT- 11/2022-23****SCHEDULE – A**  
**PRICES IN RUPEES**

SL NO	DESCRIPTION	Quantity	Unit Rate in Rs	GST in %	Per Unit Rate including GST	Total Price in Rs.
1	Maintenance of Modules below 45kW rating -Routine (Once in 3months)	3232	To be quoted on line			
2	Maintenance of Modules above 45kW rating & LT Breaker- Routine (once in 3months)	640				
3	Rectification of Light fittings below 4.5metres height (as and When necessity arises)	191				
4	Rectification of Light fittings above 4.5metres height (as and When necessity arises)	148				
5	Maintenance of LT motors below 25HP/18.5kW rating- Routine (once in 3 months)	1540				
6	Maintenance of LT motors above 25HP/18.5kW rating –Routine (once in 3 months)	204				
7	Maintenance of HT motors Routine (Once in 3months)	24				
8	Maintenance of 110KV isolators, PTs, CTs, CVTs, LASs etc.- Routine (once in 3months)	250				
9	Maintenance of HT circuit Breakers (110KV, 11KV & 6.6KV) – Routine (once in 3 months)	75				
10	Maintenance of Transformers- Routine (Once in 3 months)	30				
11	Maintenance of Batteries (125V, 220V, 384V , PLCC, DG Set & FW pumps) (Once in a week)	39520				
12	Breakdown Maintenance of Intercom telephone (as and When necessity arises)	24				
13	Extension of Temporary Supply (as and When necessity arises)	150				
14	Painting of electrical equipments	200				
15	Taking daily readings and monitoring the MCCs, Transformers, all breakers, isolators & parameters of various equipments and checking of Telephone as per walk down check list. (Daily)	270	To be quoted on line			
16	Maintenance of EOT cranes & Electrical Hoist control panel (Once in 3 months)	200				
17	Maintenance of PT cubicles( Once in 6 Months)	6				

18	Electrical & Mechanical Isolation & Reconnection works below 18.5KW motors	50		
19	Electrical & Mechanical Isolation & Reconnection works above 18.5KW motors	30		
20	Assist the activity involved during startup of GTG/STG in forced outage / planned shutdown.	12		
21	Maintenance of Quarters all electrical installation break down works including Fuse off call	1460		
22	Calibration of Voltmeters / Ammeters	254		
23	Calibration of KW/KVAR/PF/KWH/Trivector meter/ Transducer	296		
24	Calibration of Bimetallic, Electromagnetic & Static relays	270		
25	Testing of Generator protection relays(Beck with M3425) and Transformer protection relays (DUO-Bios)	10		
26	Testing of Other Numerical Relays	76		
27	Testing of 11KV,6.6KV & 415V Breakers	130		
28	Testing of 110KV Breakers	8		
29	Cleaning and tightness checking control circuit in LT modules and fire detectors.	2124		
30	Cleaning and Tightness of GRP, GCP, RTCC, Fire panels, Switch Yard Mimic panel, SCADA panel, Tariff metering panel, Charger panel, EACP panel, VFD and UPS	176		
31	Terminal tightness checking of 110KV,11KV,6.6KV & 415V CT & PT Secondary	1000		
32	Testing of Current Transformers	2	<b>To be quoted on line</b>	
33	Testing of Potential Transformers	2		
34	Testing of Power Transformers for Buchloz relay, PRD, PRV, MOG, OLT, WTI	4		
35	Testing of Power Transformer for DC resistance, OC/SC, Ratio test & trouble shooting	4		
36	Lubricating cleaning, checking of control circuit of MOV's	520		
37	Limit setting of torque, open & close limit switch of MOV's	130		
38	Breakdown maintenance cost	12		
39	Cleaning Checking and Calibration of field instruments as directed by the Engineer Incharge	1645		



	each shift)				
54	Checking for any abnormality in sound, leakage etc., Checking in switchyard like, taking readings of SF6 Gas pressure etc., checking of breaker and isolator conditions, checking glow, Checking of Switchyard battery, station batteries and battery chargers etc., and taking Sp. gravity readings in the pilot cells. in each shift	1095			
55	Assisting the switch yard operations during feeder Issuing/Normalization of L.C	90	To be quoted on line		
56	Checking of oil level in the transformers of GTG, STG, UAT and Station transformers and taking oil/Winding temp. Readings locally (Once in each shift).	1095			
57	Assisting Shift operators during routine changeover of equipments, Assisting during DG set trial runs, GT online water wash, GT pulse cleaning system start/stop etc.,	1460			
58	Other operations like opening / closing of valves like De-aerator, CRT quick filling valve opening /closing as instructed by the operators.	2190			

**NOTE:** 1) The Ex-factory price shall be kept firm.

2) The price quoted shall be given in words & figures.

3) The rate of GST shall be indicated.

4) Rate shall be quoted for Kuttalam GTPS site.

**5) The period of contract is One year from the date of commencement for the year 2022-2023.**

Accepted TANGEDCO's Terms and conditions as in the specification.

**SIGNATURE OF TENDERER WITH COMPANY SEAL**

## **SCHEDULE – B**

### **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**

### **DEVIATION FROM COMMERCIAL SPECIFICATION**

**All Commercial deviations from the specification shall be filled in by the Tenderer, clause by clause, in the Schedule.**

<b>SECTION NO</b>	<b>CLAUSE NO</b>	<b>DEVIATION</b>

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

**COMPANY SEAL**  
**DATE**

**SIGNATURE**  
**DESIGNATION**  
**COMPANY NAME**

**SCHEDULE-D**

**STATEMENT OF WORKS CONTRACT EXECUTED/ UNDER EXECUTION DURING THE PAST YEARS AS ON THE DATE OF TENDER.**

(To be filled in by the tenderer)

Sl.No.	Name & Address of the Organization	Tendered Works	Works Contract. No.& Date	Value of Order in Rs.	Scheduled date of completion of order	Actual Date of completion of order
1.	2.	3.	4.	6.	7.	8.

**COMPANY SEAL DATE**

**SIGNATURE  
DESIGNATION  
COMPANY NAME**

**SCHEDULE – E**

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**  
**SPECIFICATION NO.SE/GTS/OT- 11/2021-22**

**To**  
**The Chief Engineer/Gas Turbine Schemes,**  
**Tamil Nadu Generation and Distribution Corporation Limited,**  
**5<sup>th</sup> floor, Western Wing,**  
**NPKRR Maaligai, Electricity Avenue,**  
**144, Anna Salai,**  
**Chennai – 600 002.**

Sir,

Having examined the above specification together with the accompanying schedules etc., we hereby offer for regular & breakdown maintenance works to be carried out in Electrical Maintenance, Meter & Relay Test, Control & Instrumentation and Operation in Electrical Division covered in this specification at the rates entered in the attached schedule of work.

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

- a) In accordance with Security deposit clause, Section-V of the specification we agree to furnish security deposit to the extent of 5% of the total value of the contract.
- b) Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section-15 of the Sick Industrial Companies Act, 1985(Special Provisions)

**Yours faithfully,**

**PLACE :**  
**DATE :**  
**COMPANY SEAL :**

**SIGNATURE :**  
**DESIGNATION :**  
**COMPANY :**

## **SCHEDULE -F**

### **UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS ( To be furnished in non-judicial stamp paper value of not less than Rs. 80/-)**

This Undertaking executed at ..... on this  
..... (date ) ..... Month Two Thousand  
.....by M/s ....., a company registered under Companies  
Act , 1956 having its registered office at  
.....

hereinafter called the Contractor ( which expression shall where the context so admits mean and include its successors in office and assigns ) with the Tamil Nadu Generation and Distribution Corporation Limited, subsidiary of TNEB, is a body Corporate incorporated under Companies act 1956, having its registered office at 144, Anna Salai, NPKRR Maaligai, Chennai – 600 002, hereinafter called the Purchaser (which expression shall where the context admits mean and include its successors in office and assigns ).

WHEREAS the contract is for providing of 200 Ton Crane.....  
in terms of the Works Contract No.....dated.....

AND WHEREAS in accordance with Clause ..... of the above said WCT  
Certain terms were stipulated for the above work.

AND WHEREAS in accordance with clause ..... of the above mentioned  
Purchase Order the contractor has to furnish an Undertaking that no suit or any  
proceedings in regard to any matter arising in any respect under this contract shall be  
instituted in any court other than in the City Civil Court of Chennai or other Court of small  
causes, at Chennai.

In consideration of TANGEDCO having agreed to accept the Undertaking from the contractor,  
undertakes that no suit or proceedings in regard to any matter arising in any respect under  
this contract shall be instituted in any court other than in the City Civil Court of Chennai or  
other Court of small causes, at Chennai.

It is also agreed that no other court shall have jurisdiction to any suit or proceedings even  
though part of the cause of action might arise within their jurisdiction. In case any part of the  
action arises within the jurisdiction of any of the courts in Chennai City, then it is agreed  
to between the 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 might arise within the jurisdiction of such courts.

IN WITNESS WHEREOF THIRU..... of

the contractor hereby puts his hand and seal for due observance of the Undertaking in the presence of the following witnesses.

**SIGNATURE WITH SEAL**

**WITNESSES:**

**(Signature with Name and Address)**

**1.**

**2.**

SCHEDULE - G

**BANK GUARANTEE FOR SECURITY DEPOSIT**

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

THIS DEED OF GUARANTEE made on this ..... day of ..... only by the Bank of ..... (Bank name & address) (herein after called "the Bank") to and in favour of TANGEDCO a company registered under the provisions of the Companies Act, 1956 having its Registered Office at Anna Salai, Chennai represented by the CHIEF ENGINEER/ ..... / ..... (hereinafter called "The Purchaser").

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

AND WHEREAS in accordance with the terms of the contract in PO No. .... dt..... The contractor has to pay a sum of Rs...../- (Rupees ..... Only) towards security deposit from a Nationalised Bank.

AND WHEREAS the contractor has requested the purchaser to accept bank guarantee in lieu of security deposit for a sum equivalent to 5% (Five percent) of the value of the Contract for the satisfactory performance of the Contract.

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs...../- (Rupees ..... only).

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Purchaser.

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

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

4. The Bank further agrees with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the bank hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance of the contract by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said contractor and to forbear or to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said contractor or by reasons of any 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 than bank.

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

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

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

In the presence of witnesses:

- 1.
- 2.

Signature with seal of the Bank

(Name in Block letters)

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

#### **SCHEDULE -H**

#### **(E-Tender) TENDER ACCEPTANCE LETTER**

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

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To

The Chief Engineer,  
Gas Turbine Schemes,  
5<sup>th</sup> Floor, Western Wing,

144, NPKRR Maaligai,  
Tamil Nadu Generation and Distribution Corporation,  
Anna Salai, Chennai-2,  
Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No:-----

Name of Tender/Work:

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

BIDDER PAN NO :

**ANNEXURE - I**

**Declaration to be submitted by the bidders in Non Judicial Stamp paper of value not less than Rs.80/-**

To

The Chief Engineer /GTS,  
TANGEDCO.

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

(OR)

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

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

3) 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.

(OR)

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:** i) In the event of furnishing Nil ITC benefit, the same should be supported with certificate from Chartered accountant.  
ii) Bidder may strike out the para not applicable.

\*\*\*\*\*

**ANNEXURE – II**

**CHECK LIST FOR BID QUALIFICATION**  
**(TO BE UPLOADED ALONG WITH COMMERCIAL AND TECHNICAL BID)**

**INSTRUCTIONS:**

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

Sl. No.	PARTICULARS	Bidder's Response
1.	Name & Address of the Firm / Company Registered Office Address Factory / Works address Phone No. Fax No. E-mail Address	
2.	Name, Designation & Address of the person signing in the tender	
3.	EARNEST MONEY DEPOSIT	
	a) Mode of payment	NEFT/RTGS
	b) If exempted,	YES / NO
	i) State whether the bidder is Micro / Small /Medium Enterprises	
	Registered in District Industries Centre / NSIC	YES / NO
	ii) State the Validity Period of the Registration	YES / NO
	iii) Whether attested documentary evidences towards exemption is uploaded	YES / NO
	iv) Whether Undertaking in lieu of EMD exemption is uploaded	YES / NO

	v) Whether Attested copies of Financial Statements to ensure the Status of Micro / Small Enterprises for extending exemption is uploaded.	
4.	<b>BID QUALIFYING REQUIREMENTS</b>	
	i) Whether copy of relevant work orders for previous experience is uploaded	YES / NO
	Annual Turnover Financial year.	
	ii) Whether copy of evidences towards Annual turnover is uploaded	YES / NO
	iii) Whether copy of evidences towards valid contract labour license is uploaded	YES / NO
	iv) Whether copy of evidences towards GST, ESI, EPF is uploaded	YES/NO
5.	<b>PRICE</b>	
	i) Whether the price quoted is FIRM for a entire period of contract.	YES / NO
	ii) Whether the following break ups for the quoted Unit Price (All-inclusive price excluding GST) have been mentioned in Schedule-A of the Specification	
	Basic Price per Unit	YES / NO
	GST on Basic Price	YES / NO
6.	<b>PAN Number &amp; GST Number</b>	
	PAN Number	
	i) Whether proof of PAN number is uploaded	YES / NO
	GST Number	
	ii) Whether proof of GST number is uploaded	YES / NO
	EPF Number	
	iii) Whether proof of EPF is uploaded	YES / NO
	ESI Number	
	iv) Whether proof of ESI is uploaded	YES /NO
7.	<b>COMMERCIAL TERMS</b>	
	<b>WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED</b>	
	a) Validity period as per Clause 15.0 of Section IV	YES / NO
	b) Period of Contract as per Clause 2.0 of Section V	YES / NO
	c) Security Deposit cum Performance Guarantee as per Clause 5.0 B of Section V	YES / NO
	d) Payment as per Clause 6.0 of Section V	YES / NO
	e) Liquidated damages as per Clause 7.0 of Section V	YES / NO
	f) Jurisdiction for legal proceedings as per Clause 19.0 of Section V	YES / NO
	If, any deviation in Commercial terms and conditions, upload the details of deviations.	
8.	Whether necessary Undertaking towards Jurisdiction for Legal Proceedings is Uploaded	YES / NO
9.	Whether declaration form as per Schedule E is uploaded in the technical bid	YES/NO
10.	Whether Declaration form for Tender acceptance as per Schedule H signed with company Seal on letter head is uploaded in the technical Bid	YES/NO
11.	Whether Declaration on input tax credit (ITC) of GST is uploaded in the Technical bid	YES/NO

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:  
STATUS IN THE COMPANY  
(Affix seal of the company)

#### UNDERTAKING

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

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

**STATUS IN THE COMPANY**  
**(Affix seal of the company)**

#### **ANNEXURE III** **BANK GUARANTEE FOR EMD**

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

Beneficiary:-----

Date:-----

Bid Guarantee No:\_\_\_\_\_

We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) for the Tender No. \_\_\_\_\_ of TANGEDCO for the year 2021-22".

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

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

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

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

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

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

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

Signature

With seal of the Bank

(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)

**ANNEXURE –IV**  
**UNDERTAKING FOR EPF & ESI**

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

Name of the work:

Order No.:

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

Date:

Place:

Authorized Signatory

(Contractor with seal)