



POWERING TAMILNADU'S PROGRESS

**TAMIL NADU GENERATION & DISTRIBUTION
CORPORATION LIMITED**

Tuticorin Thermal Power Station

**Name of Work:- TANGEDCO - TTPS – CMD - II – ASH DYKE -
Strengthening and Raising the existing bund
in the Eastern side of primary pond (inner
bund) from CH 410 M to 1310 M and in cross
bund area in ash dyke area.**

THROUGH E-TENDERING.

(Through NIC Platform: <https://tntenders.gov.in/nicgep/app>)

SPECIFICATION NO.CE/TTPS/SE/Civil/64/2022 – 2023.

DUE DATE AND TIME FOR} UPTO 2.00 PM

SUBMISSION OF TENDER}: ON 30.05.2022.

**OFFICE OF THE CHIEF ENGINEER/TTPS
TUTICORIN – 628 004.**

PART I

(Not Transferable)

Service Provider: NIC PLATFOAM

Website for online bid submission:

<https://tntenders.gov.in/nicgep/app>

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD
TUTICORIN THERMAL POWER STATION
NOTICE INVITING TENDER THROUGH E-TENDER.

1	Tender Specification No.	CE/TTPS/SE /C /TTPS/64/2022 – 2023.
2	Name of the work	TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.
3	Description of Work & Quantity	As per Schedule
4	Method of Tender	Open E - Tender System - (Online :-Part I - Techno-Commercial Bid and Part II - Price Bid) Submission of Offer through web-site: https://tntenders.gov.in/nicgep/app NIC of NIC Ltd.
5 a	Earnest money Deposit (EMD) to be paid	Rs.93,500/- (Rupees Ninety three thousand and five hundred only) To TANGEDCO's Account Account No:8501201000256 Name of Bank : Canara Bank., TTPS Branch,TUTICORIN-04 IFSC Code:CNRB0008501
5b	Permanent EMD (I) Rs.20,00,000/- (II) Rs.40,00,000/- (III) Rs.1,00,00,000/-	Tender Value Up to Rs.10,00,00,000/- Up to Rs.50,00,00,000/- All tenders exceeding Rs.50,00,00,000/-
6	URL for online bid submission for e-tender	https://tntenders.gov.in/nicgep/app
7	Date of commencement for view of Tender.	16.05.2022.
8	Last date and time for submission of EMD	Before 12.00 hrs. on 30.05.2022. (The EMD amount has to be received in TNEB/TANGEDCO account through e-payment, by 2hours before closing time of tender)
9	Date and time of closing of online e-tender for submission of Techno Commercial Bid & Price Bid	30.05.2022 @ 14:00 PM
10	Date & time of opening of tender electronically	31.05.2022 @ 14:00 PM

11	Specification available at website:	The tender specification will be placed at (i) TANGEDCO website (www.tangedco.gov.in) I) TN.Govt.Website (WWW.tenders.tn.gov.in) and(ii) https://tntenders.gov.in/nicgep/app of NIC Ltd. The Prospective bidders may download the same at free of cost.
12	Documents to be uploaded by the Tenderer during e-submission through https://tntenders.gov.in/nicgep/app of NIC Ltd	<ol style="list-style-type: none"> 1. Scanned copy of e-receipt for EMD 2. SCHEDULE 3. Proof for BQR 4. SPECIAL CONDITIONS 5. GENERAL condition and other documents whichever is applicable
13	Contact Address for any Clarification.	Superintending Engineer /Civil Tuticorin Thermal Power Station, TUTICORIN – 628 004 Ph.No. 0461-2352468 Email ID : secttps@tnebnet.org
14	Place at which tenders will be opened	Office of the Superintending Engineer / Civil, Tuticorin Thermal Power Station, TUTICORIN – 628 004

Chief Engineer,
Tuticorin Thermal Power Station,
Tuticorin-628 004.

INDEX

	Sl.No. No.	Description
PART I	1.	SECTION-A : INVITATION TO BID.
	2.	SECTION-B: Description, Scope of work& Instructions to Bidders, Project information.
	3.	SECTION-C: General Condition of Contract.
	4.	SECTION-D: Technical Specification.
	5.	SECTION-E: Annexure
PART II	6.	Price bid

SECTION – A

SECTION –A**SPECIFICATION NO.CE/TTPS/SE/Civil/TTPS/64/2022 – 2023.****INVITATION TO BID (ITB)****1.1.0 TENDER SYSTEM-E-Tender.**

On line Tenders in the prescribed form as per the instructions in the Specification under "Two Part two covers" system are invited by the Chief Engineer / TTPS/Tuticorin for and on behalf of Tamil Nadu Generation & Distribution Corporation Limited, Tuticorin Thermal Power Station Tuticorin

1.2.0 NAME OF WORK

TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.

1.3.0 EARNEST MONEY DEPOSIT (EMD)

Each Tenderer must pay as Earnest Money Deposit (EMD) a sum of **Rs.93,500/- (Rupees Ninety three thousand and five hundred only)** and to be paid in the following account.

TANGEDCO's Account

Account No: 8501201000256

Name of Bank :Canara Bank., TTPS Branch,TUTICORIN-04

IFSC Code: CNRB0008501

EARNEST MONEY DEPOSIT

- a. Tenderer should pay the above specified amount towards Earnest Money Deposit.
- b. Earnest Money Deposit specified above should be in the form of **NEFT / RTGS**. 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.
- c. **NOTE:**
 - i) Tenderers who are exempted from payment of Earnest Money Deposit should furnish an undertaking on a non-judicial stamp paper of value Rs.80/- (Rupees Eighty only) to pay as penalty an amount equivalent to

EMD or an amount equal to the actual loss incurred, whichever is less, in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, consequent on such breach of contract.

- ii) Proof for exemption from payment of Earnest Money Deposit shall be furnished.
- iii) The tenders received without Earnest Money Deposit / Proof for exemption will be rejected.
- d.** The Earnest Money Deposit will be retained in the case of successful tenderer / tenderers and will not carry any interest. It will be dealt with as provided in the tender. When the tender is accepted, the tenderer whose tender is under consideration shall be viewed with their Login, User ID & Password on the date fixed by E-Mail upon intimation to him. . In respect of the successful tenderer, the EMD remitted by him will be carried over as part of the Security Deposit payable by the tenderer and he will have to remit the balance Security Deposit in full.
- e.** When the E-Tender is accepted, the tenderer will be intimated of the same. He shall forth with, upon intimation being given to him, by the Superintending Engineer, of acceptance of the tender shall execute necessary agreement in the prescribed form. The stamp duty payable to this agreement is of the value of Rs 20/-, which should be borne by the successful tenderer. The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfillment of the contract in the office of the Superintending Engineer concerned of the work. Failure to enter into the required agreement as defined in this paragraph shall entail for forfeiture of the Earnest Money Deposit paid.
- f.** Tender will be **summarily rejected** if;
 - i. Not accompanied by the EMD (or) Proof of exemption from payment of EMD (or) an Undertaking in lieu of EMD (or) Proof of PEMD.
 - ii. Not satisfying the Bid Qualification Requirements.
- g.** Tender is **liable to be rejected** if;
 - i. The tender is not in the prescribed form.
 - ii. Not accompanied by requisite EMD
 - iii. Not properly signed by the tenderer

- iv. Not in conformity with the TANGEDCO,s's commercial terms and technical specifications.
 - v. Received from the tenderer who is directly or indirectly connected with Government service or TANGEDCO,s service or service of Local Authority.
 - vi. Received from the tenderer whose past performance/Vendor rating is not satisfactory.
 - vii. Received from the Black listed firm or contractor.
 - viii. With validity period less than that specified in the specification.
 - ix. Incomplete and evasive offer.
- h.** The Earnest Money Deposit made by tenderer **will be forfeited** if,
- a. The tenderer withdraws his tender or backs out after acceptance of the tender or fails to remit the security deposit
 - b. The tenderer withdraws his tender before the expiry of validity period stipulated in the specification or fails to remit the security deposit.
 - c. The tenderer violates any of the provisions of these regulation contained herein.
 - d. The tenderer 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 black listing them for future tenders/contracts in Tamil Nadu Generation and Distribution Corporation Ltd.
- i.** The EMD will not carry any interest.
- j.** The EMD of the unsuccessful tenderers will be refunded on their application for refund after intimation is sent to them conveying the rejection of their offer.
- K.** In respect of the successful tenderer, the EMD remitted by him will be carried over as part of the Security Deposit payable by the tenderer and he will have to remit the balance Security Deposit in full.

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

As per the Notification the enterprises are classified as:

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

Consequent to the above,

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

Note:

- i) All existing enterprises registered under EM-Part II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
 - ii) All enterprises registered till 30th June 2020, shall be re-classified in accordance with the said notification.
 - iii) The existing enterprises registered prior to 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2022.
 - iv) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.
- ii) a. The following categories of industries are exempted from payment of Earnest Money Deposit.
1. The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.

2. The Small Scale Industrial Units Registered with the National Small Industries Corporation.
3. The SSI Units holding Acknowledgement issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/Acknowledgement has been issued.
4. Departments of the Government of Tamil Nadu.
5. Undertakings and Corporations owned by the Government of Tamil Nadu.
6. Labour Contract Co-operative Societies.
7. Tiny Industries classified under S.S.I. registered with the State of Tamil Nadu and registration certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu in respect of those items for which the Registration Certificate issued.
8. Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation (NSIC) in respect of those items covered under Registration Certificate.
9. UAM Submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI/MSME units while participating in TANGEDCO tenders.
10. SSI/MSME Units registered under Udhayam Registration portal.
 - b. SSI Units having provisional registration certificate are not eligible for exemption from payment of EMD.

vii). Those tenderers who are exempted from payment of EMD shall furnish in lieu of EMD an Undertaking in a non-judicial Stamp Paper of value not less than Rs. 80/- (Rupees Eighty only) in the prescribed format as per Annexure-X to the effect to pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract.

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

viii).(a) Tenders received without undertaking will be disqualified

The undertaking in Rs.80/- (or) above value Stamp paper in lieu of payment of EMD (as Per ANNEXURE-X) should properly be executed by incorporating the following details.

- i) Specification No.
- ii) EMD Amount
- iii) Description of work
- iv) Due date of Tender Opening.
- v) The name of the executor of the Bond should be included in the last para of the bond.
- vi) The executor should sign the undertaking with company seal
- vii) Signature of witnesses should be affixed at the end of undertaking along with details of name and address.

viii) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.

(b) If the undertaking is not executed properly as above, the offer is LIABLE FOR REJECTION

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

Further,

a. An attested copy of certificate from Chartered Accountant, along with the bid from the Bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover.

and

b. An attested copy of certificate from Chartered Accountant towards investment value in Plant and Machinery should be uploaded.

Note:

All documents uploaded as proof for exemption of payment of EMD should be attested by Notary Public or Gazetted Officer. If not, the offer will be liable for rejection.

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

NOTE:

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

- e. Tenders accompanied by Part Earnest Money Deposit will not be considered
- f. The successful tenderer in whose favour the order is issued, should on Demand to pay, in addition to EMD paid, the Security Deposit, if any called for by the TANGEDCO. If the successful tenderer either fails to remit this SD amount or backs out of his tender bid, the EMD remitted by him will be forfeited.
- xi). The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.
 - a. The e-receipt of payment of EMD through NEFT/RTGS (or) by way of account transfer
 - or
 - b. The proof for exemption of payment of EMD with an undertaking (in Rs.80/- Stamp Paper) in lieu of payment of EMD along with attested copy of Chartered Accountant's Certificate for turnover and investment in plant and machinery.
- xii). The Earnest Money Deposit / Permanent EMD made by Tenderer will be forfeited after e-tender opening if:
 - (a) He withdraws his tender or backs out after acceptance.
 - (b) he withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
 - (c) he violates any of the provisions of these regulations contained herein.
 - (d) he revises any of the terms quoted during the validity period.
 - (e) In the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.
 - (f) The Earnest Money Deposit specified shall be paid in the form of NEFT/RTGS (or) by way of Account Transfer as mentioned in 5(a) of Foreword for the above amount. Scanned copy of the e-receipt duly reflecting the UTR Number shall be uploaded. In case, the EMD remittance through same Bank, a copy of Bank account scrolls of bidders duly exhibiting the transaction of EMD amount with details of name of the bank account number of the bidder and IFSC Code shall be uploaded so as to verify the credit of same in TANGEDCO bank account scrolls for ensuring the EMD compliance of bidders.
 - (g) The tenderers who are having valid Permanent EMD with TANGEDCO at Tuticorin Thermal Power Station or with TANGEDCO HQ at Chennai for an amount as mentioned below are exempted from payment of EMD and are eligible to participate in the Tender. PEMD: Rs.20,00,000/- (In case of Tenderers not exceeding Rs.10 Crores in value) with TANGEDCO Head Quarters /TTPS Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD deposited by them even for lesser quantity and value. If the tenderer desires to become a Permanent EMD holder, they are advised to deposit the required amount with the corporation at TTPS or at Head Quarters Chennai as Permanent EMD well in advance, obtain a certificate from the **Financial Controller/ TTPS** and submit the copy of the same along with the tender. The PEMD holder should submit a copy of the PEMD certificate issued by the corporation. The original

PEMD certificate should be produced for verification on demand by the purchaser if warranted.

2.1.0 BID QUALIFICATION REQUIREMENT:

1. The tenderer should have previous experience in execution of ash dyke bund works in a single contract for a value of not less than **Rs.23.36 Lakhs** in any Thermal Stations of State / Central Govt / PSU in India.
2. The tenderer should have the annual turnover of not less than **Rs.23.36 Lakhs** in any one of the following financial years i.e. 2018 - 2019, 2019 - 2020 & 2020 - 2021. However, evidence for all the above three financial years should be obtained from a Chartered Accountant or TDS (Tax Deduction at Sources in Form – 16 A issued by TTPS) shall be scanned and uploaded as documentary proof to ensure the turnover criteria.
3. The tenderer who are having separate ESI code and EPF code only are eligible to participate in the tender.
4. Documentary evidence in support of all the above requirements attested by a Gazetted officer or Notary public shall necessarily be Scanned and Uploaded during e-submission in **<https://tntenders.gov.in/nicgep/app>** along with the offer. In the absence of attested supporting documents the offer will be rejected.

2.2.0 TENDER INVITING AUTHORITY:

CHIEF ENGINEER,

Tuticorin Thermal Power Station,

TANGEDCO Ltd,

Tuticorin – 628 004.

E-mail ID : secttps@tnebnet.org Website : www.tangedco.gov.in

SECTION – B

SECTION - B**TUTICORIN THERMAL POWER STATION**

Name of work:- TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.

SPECIFICATION NO. : CE/SE/Civil/TTPS/64/2022 – 2023.

INDEX

Clause No.	Description
1.	Scope of Work
2.	Definition of Terms and Specification Documents
3.	Instructions To Bidders
3.1	Information Furnished
3.2	Time of Completion and Work Schedule
3.3	Night Work
3.4	Inspection of site by bidders
3.5	Work Execution and Supervision
3.6	Services and Facilities by owner
3.7	Prices and Rates
3.8	Validity of Bid
3.9	Demobilization
3.10	Other Works
3.11	Security and Safety Rules of Owner
3.12	Payment
3.13	List of Works
3.14	Drawings and Details
3.15	Bid Documents
3.16	Submission of Bid
3.17	Bid-qualification Requirement
3.18	Owner Reserves Right
3.19	Materials Supplied by Contractor
3.20	Surveying and Layout
3.21	Quantities
3.22	Splitting of Work
3.23	Equipment
3.24	General
3.25	Bid Evaluation
3.26	

SECTION-B

TUTICORIN THERMAL POWER STATION

B.1.0 SCOPE OF WORK: B.1.1. Scope of work covered under this tender

TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.

B.1.2 Work covers the following item:

TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.

B.1.3. The scope also include such other related works as indicated in the “Schedule of quantities” although they may not be specifically mentioned in the above paragraphs and all such incidental items not specified but reasonably implied and necessary for the completion of the job as a whole, all as desired and as directed by Owner. All works shall be done in a manner acceptable to the Owner who shall have the power to reject any work or material which, in his judgment, is not in full accordance with the specification.

B.1.4 Owner reserves the right to split up the work included in the scope of this work / among more than one contractor at the stage of initial award or during the progress of work in case of unsatisfactory work or slow progress of the contractor.

B.1.5 Various works covered in this specification shall include furnishing of all materials (except materials supplied by Owner) at specified rates as stipulated in Section-C (General Conditions of Contract), labour, tools, plants and equipments, transportation, design, fabrication, supervision, erection, testing and commissioning as per drawings as shown therein and all incidental items not shown and specified but reasonably implied and necessary for satisfactorily completing the work as a whole.

B.2.0 DEFINITION OF TERMS AND SPECIFICATION DOCUMENTS

B.2.1 DEFINITION OF TERMS:

- a) 'OWNER'/ 'PURCHASER' shall mean the TANGEDCO on whose behalf the work is issued and shall include TANGEDCO's authorized officers.

- b) 'ENGINEER' shall mean duly authorized representatives appointed by the OWNER/PURCHASER for this 'work'
- c) 'BIDDER' shall mean the firm/party who quotes against the work.
- d) 'VENDOR/CONTRACTOR/FABRICATOR' shall mean the successful Bidder whose Bid has been accepted by the OWNER/PURCHASER and on whom the 'Contract' or 'Purchase Order' is placed by the OWNER/ PURCHASER and shall include his heirs, legal representatives, successors and permitted assigns.
- e) 'SUB-VENDOR/ SUB-CONTRACTOR/ SUB-FABRICATOR' shall mean the person named in the 'contract' undertaking a part of the work or any person to whom apart of the 'contract' has been sublet with the consent in writing of the OWNER/PURCHASER and shall include his heirs, legal representatives, successors and permitted assigns.
- f) 'MANUFACTURER' refers to a person or firm who is the producer and furnisher of material or designer and fabricator of equipment to either the OWNER/PURCHASER or the VENDOR/CONTRACTOR or both under the 'contract'.
- g) 'OTHERS' shall mean other successful BIDDER whose Bids have been accepted by the OWNER/PURCHASER and to whom the orders have been placed by the OWNER/PURCHASER and shall include their heirs, legal representatives, successors and permitted assigns.
- h) 'INSPECTOR' shall mean authorized representatives appointed by the OWNER/PURCHASER or the ENGINEER for purposes of inspection of materials/equipments/works.
- i) 'PROJECT' shall mean the actual place of the proposed 'project' as detailed in the specification or other places where work has to be executed under the contract.
- j) 'SITE' shall mean the actual place of the proposed work spot as detailed in the Specification or other place where work has to be executed under the contract.
- k) 'Month' shall mean calendar month.

- l) 'Specification' shall mean collectively all the contract terms and stipulations contained in those portions of the 'contract' known as General conditions, the Specification and such Amendments, Revisions Deletions or Additions, as may be made in the Agreement and all written Agreements made or to be made pertaining to the method and manner of performing the work to the quantities and qualities of the materials to be furnished under this 'contract'.
- m) 'Bid' shall mean the proposal/document that the BIDDER upload in the requisite and specified form in the 'specification'.
- n) 'Plant' or 'Equipment' and 'work' or 'Works' shall mean respectively the goods to be supplied and service to be provided by the VENDOR/ CONTRACTOR/FABRICATOR under the 'Purchase Order' or 'Contract' 'Contract' or 'Purchase Order' shall mean the order and associated specifications executed by the OWNER/ PURCHASER and the VENDOR/CONTRACTOR/FABRICATOR including other documents agreed between the parties or implied to form a part of the 'Contract'.
- p) 'Contract Price' shall mean, if there is a formal agreement, the prices referred to in the agreement or if there is no formal agreement, the price agreed to be the value of the 'Contract'.
- q) 'Date of contract' shall mean the calendar date on which the OWNER/PURCHASER and VENDOR /CONTRACTOR/ FABRICATOR have signed the 'Contract'. Effective date of contract shall mean the calendar date on which the OWNER/PURCHASER have issued to the VENDOR the 'Letter of intent'.
- r) 'Contract Period' shall mean the period during which the 'Contract' shall be executed as agreed between VENDOR/ CONTRACTOR/ FABRICATOR and OWNER/ PURCHASER in the 'Contract'.
- s) 'Maintenance Period' shall mean the period during which the work shall give the same performance as guaranteed by the VENDOR in the Schedule of Guarantee as in the 'Specification'.
- t) 'Approved' and 'Approval', where used in the specification shall mean, respectively, approved by and approval of the OWNER/PURCHASER or the

ENGINEER. When the words, 'Approved', 'Approval', 'Subject to approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As directed', 'Where directed', 'When directed', 'Determined by', 'Accepted', 'Permitted' or words and phrases of like import are used, the approval, judgment, direction, etc., is understood to be a function of the OWNER/PURCHASER or the ENGINEER.

- u) 'ENGINEER'S INSTRUCTIONS' shall mean any drawings and/or instructions oral and/ or in writing, details, directions and explanations issued by the ENGINEER or the OWNER/PURCHASER from time to time during the 'Contract Period'.
- v) 'Writing' shall include any manuscript, typewritten or printed statement under or over signature and/or seal as the case may be.
- w). 'Notice in writing' or 'Written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- x) 'CONTRACTOR'S WORKS' or 'MANUFACTURER'S WORKS' shall mean and include the land and other places which are used by the VENDOR/CONTRACTOR/FABRICATOR or SUB-VENDOR/ SUB-CONTRACTOR/SUB-FABRICATOR for the manufacture of 'Equipment' or performing the 'Works'.
- y) 'Virtual completion' shall mean that all work is completed as directed and the 'Site' is cleared to the satisfaction of the OWNER/ PURCHASER or the ENGINEER.
- z) 'Commercial Use' shall mean that use of the 'Equipment' or 'work' which the 'Contract' 'contemplates or that for which 'Equipment' or 'Work' is commercially capable.
- aa)** 'Minor Modification', shall mean the modification work required to be done on the 'Equipment' and 'Works' which need a maximum of 48 man hours per item of work, in case of civil contracts, it shall be 'works' which need a maximum of 8 man hours per item of work.

ab) 'Major Modification' as applied to equipment erection contracts only, shall mean the modification work required to be done on the 'Equipment' and 'Works', needing more than 48 man hours per item of work, where such work is required to be done for no fault of the VENDOR/CONTRACTOR. In the case of Civil contracts, it shall be 'works' needing more than 8 man hours per item of work.

ac) Words implying the singular only shall also include the plural, and vice versa, where the context requires.

ad) 'Drawing' shall mean all:

- i) Drawings furnished by the OWNER/PURCHASER or the ENGINEER as a basis for proposals;
- ii) Supplementary drawings furnished by the OWNER/ PURCHASER or the ENGINEER to clarify and to define in greater detail the intent of the 'Contract'.
- iii) Drawings submitted by the VENDOR with his proposal provided such drawings are acceptable to the OWNER/PURCHASER or the ENGINEER.
- iv) Drawings furnished by the OWNER/PURCHASER or the ENGINEER to the VENDOR during the progress of the work; and
- v) Engineering data and drawings submitted by the VENDOR during the progress of the work provided such drawings are acceptable to the ENGINEER.

B.2.2. SPECIFICATION DOCUMENTS:

- a) This 'Specification' consists of six sections as listed below and all of these are to be considered together for correct understanding and interpretation of the specification.

PART I

- b) **SECTION – A-** The scope of enquiry and description of the 'Specification' document and the list of contents. It also includes instructions to the BIDDERS and specific non-technical requirements.
- c) **SECTION – B-** Description, Scope of work, Instruction to bidders and Project Information.
- d) **SECTION – C-** General conditions of contract.

- e) **SECTION – D-** Technical specification for works.
- f) **SECTION – E-** Information to be furnished by the Bidders such as Particulars of Employment of Ex-service personnel, Undertaking in lieu of payment of EMD, Schedule of Equipment, Schedule of Rates for Labour, Bidder's Experience, Schedule of deviation from Technical specification and Schedule of deviation from General Conditions.
- g) **PART II- Bill Of Quantities** (BOQ) (Separately uploaded)
- h) The BIDDER shall be deemed to have carefully examined the "Specification" in its complete form and to have fully informed and satisfied himself as to the details, nature, character and quantities of the work to be carried out, site conditions and other pertinent matters and details.
- i) In case of conflict between different sections of the "Specification", requirements of Section-C shall govern.
- j) It is the intent of the OWNER/PURCHASER to incorporate these specification documents in the final "contract" or "Purchase Order" for the supply of material, equipment and services. The BIDDERS are required to review these documents and clearly state in their proposals their acceptance of the same. Exceptions, if any, shall be clearly stipulated in the appropriate bidding schedule. The final "contract" between the OWNER/PURCHASER and the VENDOR/ CONTRACTOR shall be subjected to such changes, if any, mutually agreed upon between the OWNER/PURCHASER and the VENDOR/CONTRACTOR and included in the main text of the "contract" or "PURCHASE ORDER".
- k) The BIDDER shall specify all the deviations with respect to this specification in the appropriate schedule.

B.3.0 INSTRUCTIONS TO BIDDERS:

B.3.1 INFORMATION FURNISHED:

- a) This specification is intended as a general description of quality envisaged for material, workmanship and of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the

best modern practice and to the complete satisfaction of the OWNER. Special techniques approved by ENGINEER shall be used if and where found necessary.

- b) The information given in this specification is in good faith and meant to serve as a guide to the Tenderer. It is, therefore, imperative that Tenderer shall obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the work under this enquiry. The submission of a tender by the Tenderer implies that he has fully read the Specifications, Tender drawings, Contract documents and general conditions of contract and has made himself aware of the scope and the specifications for the work to be performed and local conditions and other features which have a bearing on the cost and execution of the work. The owner shall not therefore, after acceptance of the tender, pay any extra charges for any reason whatsoever.
- c) Tenderer should note that standard specifications under Section-D should be read in conjunction with AMENDMENTS thereof, if any. General notes (given in Section-C) shall also be noted before quoting rates against various items in Part II.(BOQ)
- d) In case of any conflict among the clauses of different technical specifications given under Section-D, the decision of the Owner shall be final and binding on the Contractor.
- e) The provisions of Tamil Nadu Transparency in Tender Act.1998 and Tamil Nadu Transparency in Tender Rules-2000 will be followed in this tender.
- f) If any tenderer requires clarification on Tender Documents, it should be asked for before 48 hours of the opening of the tender.
- g) Bar of Jurisdiction: Save as otherwise provide in this Act no order passed or proceeding taken by any officer of 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.

B.3.2 TIME OF COMPLETION AND WORK SCHEDULE

- a) Time is the essence of award of work of this Contract. The Contractor shall within two weeks from the date of taking over of site, submit to the Owner for his approval, detailed work schedule showing how he proposes to carry out the work, specifically mentioning time periods as well as date of commencement and completion of each activity and such approved schedules must be strictly adhered to by the Contractor. The schedules are to be reviewed periodically with the Owner to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the Owner) to adhere to the completion dates. The Owner reserves the right to revise the schedule at his discretion in order to keep up the completion date and to suit the project requirement and such alterations shall not entitle the contractor to any extra payment.
- b) The work covered under this contract as a whole shall be completed within 6 months (Six months) from the date of taking over of site.
- c) Within 10 days from date of receipt of intimation regarding readiness of site by the Engineer, the contractor should take over the site and commence the work.
- d) The whole work must be proceeded with, within such sections and at such times and in such order and manner as described in those specifications and as directed by the ENGINEER. No extra payment or relaxation in the rates will be permitted on account of this.
- e) The CONTRACTOR should furnish the ENGINEER with weekly progress reports in triplicate on the SATURDAY of every WEEK in the following FORMAT:

Item of work	Schedule for the week	Actual progress	Reasons for short fall if any	Steps taken to make the short fall
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- f) The CONTRACTOR shall make all necessary arrangements at SITE to mobilize machinery, equipment, labour and material and maintain necessary number of machinery and equipment and operators to guarantee such minimum rate of progress of the WORK as is required by the agreed SCHEDULE for the timely completion of the work as per relevant clauses in GENERAL CONDITIONS OF CONTRACT.
- g) Extension of contract period, only for completion of work shall be granted by the OWNER equal to the period of force majeure conditions if were in existence as applicable to this contract. Monsoon and inclement weather shall not be considered as reasons for extension of time.
- h) Idle time charges for any reason including men and machinery whatsoever shall not be entertained by the OWNER.
- i) If the contractor fails to maintain the stipulated time of completion specified hereinabove, he shall be liable to pay liquidated damages as set out in 'General Conditions of Contract' under Section-C. It shall be clearly understood that failure to meet the completion date and/ or slow progress of work shall also attract penalty as per General conditions of contract in Tamil Nadu Building Practice (TNBP- Volume II).

B.3.3. NIGHT WORK:

The time of completion as defined in Clause B.3.2. herein above, shall be deemed to exclude working during night hours. However, ENGINEER may consider granting permission for working during night hours, if he considers it essential in order to complete the work in the stipulated time, on a specific request by the Contractor. Night work shall not entitle the contractor to any extra payment. Where night work is in progress sufficient lights shall be provided by the Contractor at his cost, to safeguard the workmen and the public and he shall take suitable precautions to prevent accidents. Excavated areas shall be barricaded and provided with red lights as a caution to prevent accidental falls.

B.3.4 INSPECTION OF SITE BY BIDDERS:

- a) Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the Owner as basis for and claim for compensation. The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in regard to rates quoted shall not be entertained or considered by the Owner.
- b) The access road to the work site is available. If any temporary feeder road is considered essential for the proper execution of the work, this shall have to be formed by the contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.
- C) The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the ENGINEER.

B.3.5 WORK EXECUTION AND SUPERVISION

- a) Contractor shall have at the site accredited and qualified engineers and foreman/supervisors with adequate number of years of experience in execution of similar works and also operators of machinery and equipment, for satisfactory progress and timely completion of the works.
- b) Contractor's Engineer-in-charge of the work at site shall be capable of interpreting the specification and drawings and make adequate site decisions as and when required. He shall also take instructions from the Engineer and be responsible for carrying out the instructions.

- c) In the event of occurrence of any accidents at/near the site of work or in connection with execution of the work a report shall be made immediately to the Engineer, giving full details of the accident. He shall also report such accidents to all the competent authorities wherever such reports are required by them.

B.3.6. SERVICES AND FACILITIES PROVIDED BY THE OWNER:

- a) The following facilities and services will be provided by the Owner to the Contractor.
- i) One permanent bench mark and a reference base line for lying out.
- ii) Some area of land as available at site to enable the contractor to make arrangement for site office/stores at his own cost.

B.3.7. PRICES AND RATES:

- a) Prices and rates quoted shall include cost of all materials, labour, supervisions, setting out, machinery and equipment, transport charges, all consumables such as but not limited to petrol, oil, diesel, lubricants, pipes, ropes, etc. tarpaulins, etc., taxes, duties, royalties, control and any other levies payable on all transactions, overheads/profits of contractor, for due performance of the work under this contract.
- b) Prices and rates quoted shall be firm for the entire duration of the contract and any agreed extension thereto. This contract does not attract any escalation / whatsoever it may be.

B.3.8. VALIDITY OF BID:

All the bids shall be valid for acceptance without any change in prices and rates for a period of 180 days from the date of opening of bids. In case of enterers who quote a lower validity than that called for in the specification, their offer is liable for rejection.

B.3.9. DEMOBILISATION:

On completion of work, the contractor shall promptly demobilize from the site and leave the place in a manner as directed by the Owner/Engineer within 15 days.

B.3.10. OTHER WORKS:

During the course of contractor's works, other works either by the owner or by other contractors or by both simultaneously will be in progress within or near the project area. Contractor shall make his best effort to work in harmony with others in the best overall interest of the project and towards its speedy completion.

B.3.11.SECURITY AND SAFETY RULES OF OWNER:

- a) Contractor shall strictly abide by the rules and regulations of security and safety enforced by the Owner. Contractor shall provide proper identity cards, badges, etc. to his employees whenever directed by the Owner.
- b) Contractor shall be solely responsible for the security of his personnel and equipments.
- c) Contractor, his employees and agents shall not disclose any information or drawing furnished to them by the Owner/Engineer. All drawings, reports, any other information prepared by the Owner/ Engineer/Contractor, either individually or jointly for the execution of the contract shall not be disclosed without prior written approval of the Owner. No photographs of the work or plant within the project site shall be taken without prior written approval of the Owner.

B.3.12. PAYMENT:

The mode of submission of bills and payment shall be as indicated in the General conditions of contract under section-C.

B.3.13. LIST OF WORKS:

Bidders shall upload along with their bids complete particulars of similar jobs executed by them as called for in the "Bidder's Experience" under Section-F.

B.3.14.1.DRAWINGS AND DETAILS:

One set of bid drawings and complete specification document will be furnished by the Owner to the contractor and Owner shall also supply construction drawings and details progressively during the contract period, to cover all the works envisaged in the scope of the contract. Construction drawings would be issued at the commencement of the work and

subsequently to ensure that progress is maintained at the required pace, to meet the agreed work schedule for completion, as and when design data are available. In that event contractor apprehends any delay in construction for want of drawings and details, he shall immediately advise the Engineer/Owner accordingly. Contractor shall only have a claim for extension of time, due to delay in issue of construction drawings, if the work at site is seriously retarded or stopped for lack of construction drawings to proceed with. Contractor shall be given extension of time only to the extent his work has been held up for want of construction drawings as considered fit in the opinion of the Owner. Owner's decision in regard to extension of time allowed on this account shall be final and binding on the contractor.

B.3.14.2. DISCREPANCIES BETWEEN DRAWING AND SPECIFICATION:

Should there be any discrepancy between the specification and or schedule of prices and / or drawings or any inconsistency error or omission in either of them reference must be made to the Engineer for an explanation and the contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.

The contractor shall be responsible for and shall pay for any alterations of the work done due to any discrepancies, errors or omissions, in the drawings or particulars supplied to him, whether such drawings or particulars have been approved by the Engineer or not, provided that such discrepancies, errors or omission be not due to inaccurate information or particulars furnished to the contractor by the Engineer, but the purchaser shall be responsible for drawings and information supplied by the Engineer and the Purchaser shall pay for any alterations of the work necessitated by reason of inaccurate information supplied by the Engineer to the contractor.

B.3.15. BID DOCUMENTS:

- b) Under Section B.3.14.1 particulars of the bid drawings are indicated. The drawings are intended to give the Bidder general idea of the type and extent of work involved and as such, they are indicative and for bid purposes only. Work shall proceed only on issue of construction

drawings, which shall be issued to the contractor progressively on award of contract. No claim from the contractor will be entertained by the Owner, for the 'Released for construction' drawings being at variance to any extent from those issued for bid purposes.

- c) No alteration or mutilation, other than filling in particulars wherever called for, shall be made in the bid documents. Any changes/modifications made by the Bidder on the bid documents itself shall not be taken into consideration.

B.3.16.0 SUBMISSION OF BID:

- 1.0 The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in/nicgep/app> only. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited.
- 2.0 **Registration**
 - 2.1 The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
 - 2.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
 - 2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
 - 2.4 Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)**(Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
 - 2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - 2.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.
 - 2.7 The URL for online bid submission in e-tender is <https://tntenders.gov.in/nicgep/app>

3.0 Contact persons:

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

e-mail : support.etender@nic.in

Contact No. : 044 – 24466495

24902580 Extn:332

24917850

4.0 System Requirement:

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

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

5.0 Searching for Tender Document:

- 5.0 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include

Tender ID, organization name, location, date, value, etc.

Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

6.0 Preparation Of Bids

- 6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 6.2 Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

- 6.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 6.4 The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

7.0 Electronic Submission Of Bids:

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

PROCEDURE FOR SUBMISSION OF BIDS:

- 7.1 Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.3 Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT by way of account transfer as applicable and enter details of the instrument.
- 7.4 The scanned copy of payment made through RTGS/NEFT towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 7.5 A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 7.6 **The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
- 7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

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

8.0 Late Bid:

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

9.0 Modification and withdrawal of bids:

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

10.0 ASSISTANCE TO BIDDERS:

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

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

11. Bidding Process:

The entire bidding process is divided into two stages (Stage-I and Stage-II) and will be through e-tender.

12. Process of e-tender:

The e-tender shall have two parts –

Techno-Commercial Bid **(Part 1)** and Price Bid **(Part 2)**.

The bidder must fill up both the Part 1 and Part 2 of e-tender and upload all necessary documents before making final submission. During tender opening, the Techno-Commercial bids (Part-1) will be opened electronically on specified date and time as given in the tender document. The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders.

13. Opening of price bids of e-tender:

- i) Part-II of bid of only those bidders whose bids is determined to be **technically and commercially acceptable** by TANGEDCO shall be opened. Subsequently bidders selected for opening of their price bids shall be informed about the date, time and place of price bid opening, through the e-tendering portal.
- ii) TANGEDCO shall verify the availability of requisite EMD, **prior to opening of Part-2 of e-Bid**. Techno-commercial e-Bid of those bidders shall be considered for opening who have already submitted the requisite EMD/PEMD with undertaking/undertaking in lieu of exemption of EMD.

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)

Bidders are advised to see the web site regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said tender after downloading the tender document. **There possibility of downloading the related corrigendum, if any, will be that of the bidders.**

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

14. Bidding in e-tender:

- a) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- b) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- c) TANGEDCO reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
- d) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- e) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- f) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIT.
- g) No deviation to the technical and commercial terms & conditions are allowed.

B.3.17. BID QUALIFICATION REQUIREMENT:

1. The tenderer should have previous experience in execution of ash dyke bund works in a single contract for a value of not less than **Rs.23.36 Lakhs** in any Thermal Stations of State / Central Govt / PSU in India.
2. The tenderer should have the annual turnover of not less than **Rs.23.36 Lakhs** in any one of the following financial years i.e. 2018 - 2019, 2019 - 2020 & 2020 - 2021. However, evidence for all the above three financial years should be obtained from a Chartered Accountant or TDS (Tax Deduction at Sources in Form – 16 A issued by TTPS) shall be scanned and uploaded as documentary proof to ensure the turnover criteria.
3. The tenderer who are having separate ESI code and EPF code only are eligible to participate in the tender.

4. Documentary evidence in support of all the above requirements attested by a Gazetted officer or Notary public shall necessarily be Scanned and Uploaded during e-submission in **<https://tntenders.gov.in/nicgep/app>** along with the offer. In the absence of attested supporting documents the offer will be rejected.

B.3.18 OWNERS RESERVES RIGHT

The owner reserves the right to accept any bid irrespective of whether it is the lowest or otherwise or reject any or all bids without assigning any reasons whatsoever.

B.3.19.MATERIALS SUPPLIED BY CONTRACTOR:

All materials supplied by the Contractor shall be of the best quality and shall conform to the given specifications. Approval in writing shall be obtained from the Engineer, before any alternative or equivalent materials is used, other than what is specifically mentioned in the drawings and specification.

B.3.20.SURVEYING AND LAYOUT:

Only a base line and one permanent Benchmark would be furnished to the contractor on the site and surveying and laying out of all works shall be done by the contractor at his own cost. The contractor shall maintain without disturbance during the course of execution of the work, the reference line and the Benchmark.

B.3.21. QUANTITIES:

The quantities against various items of work furnished in the Bill of Quantities under (part II) are only approximate. They are meant only for the purpose of having a common base of comparison of various tenders. The individual item may vary to some extent i.e. Up to 10%. The contractor cannot claim any extra payment on the above. For any variation beyond 10%, the lowest price quoted by the bidders alone will be taken. The rates shall be firm for the entire duration of the contract.

B.3.22. SPLITTING OF WORK:

Owner reserves the right to split up the work covered in the scope of this contract among more than one contractor at the stage of initial contract award or during the operation of the contract due to the

unsatisfactory progress or quality of work or both of the contractors as considered by the owner. Owner will not entertain any claim from the contractor on account of such splitting up.

B.3.23. EQUIPMENT:

- a) The BIDDER along with his bid shall upload a list of the equipment's he proposes to deploy at the site to achieve the time of completion specified.
- b) The Contractor shall provide and maintain at the site necessary number and type of machinery and equipment. All arrangements for transporting the equipment to and from the site shall be done by the contractor at his own expense. No claim shall be entertained for mobilizing additional equipment and/or personnel to complete the work within the stipulated time.
- c) Contractor shall provide all fuels and lubricants required for the operation and maintenance of the construction, machinery and equipment as well as his transport vehicles.
- d) It shall be ensured by the contractor that work shall proceed uninterrupted. As such adequate number of diesel operated equipment (such as concrete mixer, vibrators etc.,) shall be provided by the contractor as an alternative arrangement, in case electrically operated equipments are proposed to be brought to site.

B.3.24. GENERAL:

a) CONTRACT DOCUMENT:

A draft copy of the contract document has to be prepared by the successful tenderer within 30 days from the date of receipt of detailed acceptance letter and sent to the Chief Engineer/Tuticorin Thermal Power Station, Tuticorin-4 for acceptance. A copy of the specification for the preparation of draft contract document can be had from the Chief Engineer/T.T.P.S. free of cost if required. After approval, the draft copy will be returned to the contractor. Based on the approved copy, the contractor will have to prepare one "Original Copy" along with the 'Articles of Agreement' on Non Judicial stamp paper of value Rs.80/- and another 'Duplicate Copy' of the contract document duly signing all the pages of

both the copies and submit them within 15 days from the date of receipt of draft copy to the Chief Engineer/Tuticorin Thermal Power Stations for executing the contract document. After the execution of agreement, the original copy will be retained in this office and the duplicate copy will be returned to the contractor. Eight (8) True copies of this contract document shall be prepared by the contractor and submitted to this office within 15 days of receipt of the approved duplicate copy of the contract document.

B.3.25. BID EVALUATION:

The over-all lowest quoted by the Bidder inclusive of all charges will be considered.

B3.25.1 Out of the tenders found to be substantially responsive after the initial examination the tenderer who has bid the lowest evaluated price in accordance with the evaluation criteria or the tenderer scoring the highest on the evaluation criteria specified as the case may be, shall be determined.

B3.25.2 In determining the lowest evaluated price, the following factors shall be considered, namely,

- a) The quoted price shall be corrected for arithmetical errors:
- b) In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- c) The evaluation criteria enumerated in Rule 29 of Tamil Nadu Transparency in tenders Rule 2000 shall be followed for evaluation purposes.

B3.25.3 In order to secure the best possible procurement price, negotiations with tenderer determined as per clauses above are permissible subject to provisions in Section-10 of the Tamil Nadu Transparency in Tender Act 1998.

GENERAL DESCRIPTION AND PROJECT INFORMATION

Name of Work: TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.

SPECIFICATION NO.: CE/SE/Civil/TTPS/64/2022 - 2023.

INDEX

Clause No.	Contents
1.	General Description of Tuticorin Thermal Power Station.
2.	Project Information.

1. GENERAL DESCRIPTION OF TUTICORIN THERMAL POWER STATION:

The Tuticorin Thermal Power Station is located at about 10 km South East of Tuticorin Town inside the Harbour area. The Power Station is functioning with 5 units of 210 MW generators by using coal as energy source.

2. PROJECT INFORMATION:

- i) Owner/Purchaser : TANGEDCO LTD
- ii) Work Title : TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.
- iii) Location : 10 km South East of Tuticorin Town, Tami Nadu.
- iv) Nearest Railway Station/ : Tuticorin
- v) Nearest Airport : Tuticorin.
- vi) Access Road : Available
- vii) Altitude : Sea level
- viii) Ambient air temperature :
 - a) Maximum : 41 ° C
 - b) Minimum : 15.2 ° C
- ix) Relative Humidity :
 - a) Monsoon : 100%
 - b) Minimum : 21%
 - c) Maximum : 75%
- x) Tide Level :
 - a) High Tide : + 1.5 m
 - b) Low Tide : + 0.0 m
- xi) Rainfall
 - a) Annual Average : 64 cm
 - b) Peak intensity : 25mm/hr.
 - c) Monsoon Period : North East (October – January)

SECTION – C

SECTION - C
GENERAL CONDITIONS OF CONTRACT
CONTENTS

CLAUSE No.	DESCRIPTION
1.0	Submission of Tender
2.0	Income Tax
3.0	Validity of Tender
4.0	Security Deposit
5.0	Instructions to Tenderers
6.0	Employment of Ex-Servicemen
7.0	Guarantee
8.0	Insurance
9.0	Schedule of Quantities
10.0	Completion of works
11.0	Sub-letting
12.0	Further Information
13.0	Evidence of Previous experience
14.0	Board Assistance for procuring controlled articles
15.0	Supply of materials
16.0	Issue of materials not specially mentioned in the Tender
17.0	Recovery for Excess or Short use of materials
18.0	Power Supply for works
19.0	Alternate supply
20.0	Water Supply for work
21.0	Erection of Sheds
22.0	Completeness of scope
23.0	Delays in commencement of progress / L.D.
24.0	Force Majeure

25.0	Payments on certificate
26.0	Contractor not to dispose off soil etc.
27.0	Liability for Accidents to persons
28.0	Liability for damage to works or plants
29.0	Power for Engineer to decide order of works
30.0	Contractor to inform Engineer for arrangements for execution of work
31.0	Sunday Work
32.0	Suspension of work
33.0	Inspection of work.
34.0	Patent Rights
35.0	Access to site and work on site
36.0	Materials brought on the site of works
37.0	Contractor to keep inventory of plant etc
38.0	Tools and Plants for the execution of the contract
39.0	Maintenance
40.0	Completion Certificate
41.0	Final Certificate
42.0	Certificate to be Provisional and Subject to correction
43.0	Negligence
44.0	Death, Bankruptcy etc.
45.0	Measuring, valuing and certifying by Engineer
46.0	Arbitration
47.0	Cleaning up
48.0	Jurisdiction
49.0	Submission of PERT Chart
50.0	Quality of Materials
51.0	Waste Materials
52.00	Recovery of money from Contractor in certain cases
53.00	Weekly Progress Reports
54.0	Gold, Silver, Minerals, Oil, Relics etc., found on the site.
55.0	Interest on money due to the contractor

56.0	Deviation, alterations etc. in the materials
57.0	Deviations, alterations and additions to the works
58.0	Claims for extra work or for deductions
59.0	Measurement of Extra works
60.0	Work executed by day labour
61.0	Application for retention sum
62.0	Breach on part of Purchaser not to annul contract
63.0	Regulations of local authorities
64.0	Notices : How to be given
65.0	Construction of contract
66.0	Contractor's Representatives and workmen
67.0	Right of Engineer to order withdrawal of labour
68.0	Works to be executed to the satisfaction of the Engineer
69.0	Execution of works in conformity with the contract documents
70.0	Contract includes all necessary operation
71.0	The contractor to supply and be responsible for the sufficiency of the means employed
72.0	Fencing and Lighting
73.0	Discrepancies between drawing and specification
74.0	Quantities, Prices and Payment
75.0	Documents Confidential
76.0	Filling of Tender Preformat
77.0	Health and Sanitary Rules for workers
78.0	Price loading
79.0	Taxes and Duties
80.0	Additional claims by the contractor
81.0	Seignorage Charges
82.0	Forest Rule
83.0	Access Roads
84.0	Precaution during working
85.0	Deduction for Labour Welfare Fund

86.0	Employment of Contract Labour
87.0	Location of Contractor's Plant
88.0	Illumination
89.0	Communication Facilities
90.0	Special Conditions to be followed Regarding Environmental Angle
91.0	Provisional Laws
92.0	Mobilisation Advance
93.0	Rates of Contract
94.0	Accounting of Materials Issued By Board

SECTION-C

GENERAL CONDITION OF CONTRACT

C.10 SUBMISSION OF TENDER

C.1.1 For and on behalf of TANGEDCO, Tender offers will be opened electronically at **14.00 Hrs.** on the date notified i.e. on **31.05.2022** at the office of the Superintending Engineer / Civil / Tuticorin Thermal Power Station/ Tuticorin - 628004, through <https://tntenders.gov.in/nicgep/app> in the presence of tenderer's authorized representative, who are present on the date of opening.

C.1.2 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with a company partnership name by a member of the firm, who shall also sign his own name and company name and the address of each member of the firm shall be given. If the tender is made by a Corporation it shall be signed by a duly authorized officer, who shall produce satisfactory evidence for his authorization. Such tendering corporation may be required to furnish the proof of corporate existence, before the execution of agreement.

C.1.3 No late tender and those not in confirming with the prescribed forms, conditions, specification or without Earnest Money Deposit are entertain able.

C.1.4 TENDER AND AGREEMENT:

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

C.2.0 INCOME TAX CLEARANCE:

Income Tax payable on the contract amount at the appropriate rates levied from time to time will be deducted from and out of the payments to be made to the contractor in accordance with the provisions of Income Tax act 1961 as amended from time to time.

C.2.1 PAN Number:

The tenderer shall furnish his PAN number.

C. 2.2 GOOD AND SERVICE TAX (GST)

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

Goods and Services Tax: (GST)

The GST Details in respect of TTPS / TANGEDCO are as under:

Billing Address	The Superintending Engineer / Purchase and Administration TTPS / Tuticorin
Provisional GSTIN Registration No.	33AADCT4784E1ZC
ARN	AA330617106413K
Type of Customer	Company
Name & Address as Registered in GSTIN –Place of Business	Tamil Nadu Generation and Distribution Corporation Ltd, 144 Anna Salai, NPKRR Maaligai, Chennai-600002
State of Registration of GSTIN	Tamil Nadu

- 2.7. The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC)
- 2.8 In case of delayed delivery, the GST prevailing on the date of despatch or on the last day 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 payment.
- 2.9 It is the responsibility of the tenderer to make sure about the correct rates of duty **leviable** on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

- 2.10 Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.
- 2.11. In case of delayed delivery/delayed completion of Works, the GST prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is less will be admitted.

C.3.0 VALIDITY OF TENDER:

Tender shall be kept valid for a period of **180 days** from the date of opening of tender.

C.4.0 SECURITY DEPOSIT:

The tenderer must furnish a Security Deposit for an amount of 5% of contract value in the form of D.D/ Banker Cheque / irrevocable Bank Guarantee from any Nationalized / Scheduled Bank. The Security Deposit includes the EMD already paid by the tenderer. The payment of Security Deposit is a pre-requisite for signing the agreement. This Security Deposit together with the EMD and the amount withheld according to General conditions of contract of Tamil Nadu Building Practice shall be retained as Security for the due fulfillment of the contract. The Security deposit will be released as per Clause C.25.(Failure to enter into the required agreement or to make the security deposits as defined in this clause shall entail forfeiture of the E.M.D.). If the tenderer withdraws his, tender after its acceptance the EMD deposited by him will be forfeited. The written agreement to be entered into between the CONTRACTOR and the TANGEDCO on non-judicial stamp paper of Rs.80.00 in the standard form, the cost of the stamp paper being borne by the successful TENDERER, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the

agreement has first been signed by the CONTRACTOR and then by the proper Officer authorized to enter into contract on behalf of the TANGEDCO.

- a) Besides the Security Deposit mentioned in clause C.4 above a further deduction of 5% of the value of the work done shall be made for purpose of additional security deposit from each intermediate bill to be paid until the completion of work.
- b) The 5% retention amount collected as per para `a') above will be released as per clause C.25.

C.4.1 If the Security Deposit in D.D/Bankers Cheque / irrevocable Bank Guarantee from any Nationalized/Scheduled Bank is not paid within the time stipulated in the contract.

C.4.2 The payment of E.M.D., Security Deposit, including Additional Security Deposit / Retention amount will not bear any interest.

C.4.3 When a tender is accepted and intimation being given to the tenderer of acceptance of the tender by TANGEDCO, the tenderer must furnish a Security Deposit for an amount equal to 5% value of contract including the amount remitted as EMD within 30 days from the date of receipt of order and in the event of failure to remit the security deposit within the prescribed period, EMD shall be forfeited and order be cancelled. The award may be made to L2 tender. The belated payment of security deposit shall be accepted here after. The security deposit will be collected in the form of electronic mode of payment or DD or Bank Cheque. The security deposit will not carry any interest. Demand Draft in favour of SE/P&A/TTPS payable at Tuticorin only is acceptable. Security Deposit will be refunded only if the work is completed satisfactorily and after the final bill is audited by Audit. For reconditioning / repairing of equipments the Security Deposit will be refunded after the guarantee period

C.5.0 INSTRUCTIONS TO TENDERERS:

C.5.1 The TENDERER shall examine closely the following: -

Tamil Nadu Building Practice and also the General conditions of contract contained therein and Indian Standard Specification. The TENDERER shall also sign the office copy of the Tamil Nadu Building Practice that will be available in the office of the Superintending Engineer/Civil/T.T.P.S. in token of

such study before submitting his tender. Unit rates shall be for finished work at site. He shall also carefully study the drawings, additional specifications, and all the documents, which form part of the agreement to be entered into by the accepted TENDERER. The Tamil Nadu Building Practice and other documents connected with the contract such as specification, plants etc. can be seen on any working day.

C.5.2 The TENDERER's attention is directed to the requirements, for materials under the clause 'Materials and workmanship' in the 'General Conditions of Contract'. Materials conforming to the Indian Standard Specification shall be used on the work and the TENDERER shall quote his rates accordingly.

C.5.3 Every TENDERER is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quantity and availability of the material and check the distance from various quarries to work site. The best class of materials to be obtained from the quarries or other sources defined shall be used on the work. In every case, the materials must comply with the relevant standard specification. Samples of materials as called for in the specification as required by the Engineer in any case shall be submitted for the Engineer's approval before the supply to site of work is commenced.

C.5.4 TANGEDCO will not, however, after acceptance of the contract rate, pay any extra charge for the lead or for any other reason in the case the CONTRACTOR has found later on to have misjudged the materials available. Attention of the CONTRACTOR is directed to 'General conditions of Contract' regarding payment of tolls, etc.

C.5.5 The Tamil Nadu Building Practice of the Tamil Nadu Public works Department and I.S. codes will be followed for the performance of the contract, wherever applicable and for all particulars not specifically covered by this specification. Wherever there is difference between TANGEDCO and I.S. codes the relevant I.S. Codes will apply. The TENDERER's particular attention is invited to the Sections and clauses in the Standard 'Preliminary specification of Tamil Nadu Building Practice dealing with the following items.

- a) Test, inspection and rejection of defective materials at work site
 - b) Carriage
 - c) Construction plant
 - d) Water and lighting

- e) Cleaning up during progress and for delivery
- f) Accidents
- g) Delays and
- h) Particulars of payments.

C.5.6 Payment will be made by cheques on any one of the Nationalized Banks or their branches in Tamil Nadu as may be decided by the TANGEDCO from time to time. Exchange Commission, if any, in the issue of demand drafts/cheques will be to the account of the successful TENDERER.

C.5.7. No advance payments will be made for any item of work.

C.6.0) EMPLOYMENT OF EX-SERVICEMEN:

Attention of the TENDERER is invited to the Public Works Department G.O.Ms.No.2385dated 13.9.1945 according to which the CONTRACTORS must offer employment to ex-servicemen as far as possible at local rates and a report shall be sent to the Engineer forhis reference.

The number of ex-servicemen to whom he can so offer employment should be mentioned in the tender and he should also undertake in the agreement to offer such employment tosuch number. Suitable clauses in the final agreement will be inserted to this effect.

C.6.1. EMPLOYMENT OF TECHNICALLY QUALIFIED PERSONNEL BY THE CONTRACTORS IN THE EXECUTION OF WORKS

The TENDERER should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the department as specified in schedule below for the work, at their cost to look after the work.

Sl. No	Value of Contract	Minimum qualification prescribed for the Technical Staff to be employed.	Rate of penalty.
1	Above Rs.1 lakh and upto 3 lakhs	One Diploma Holder in Civil Engineering or a retired supervisor (Civil) from Govt. Service OR Autonomous Body like the Tamil Nadu Housing Board etc.	As mentioned below in the Note.
2	Above Rs.3 lakhs and upto 10 lakhs	One B.E./Civil or on equivalent degree holder in Civil Engineering with one year experience OR a retired Civil Engineer from Government Service OR at Autonomous Body not below the rank of Assistant Executive Engineer.	- do -
3	Above Rs.10 Lakhs and upto 50 lakhs.	One B.E./Civil or equivalent degree holder in Civil Engineering with 3 years experience. OR retired Civil Engineer from Govt. Service OR an Autonomous body like the Tamil Nadu Housing Board, etc. not below the rank of an Assistant Executive Engineer Plus on diploma Holder in Civil Engineering OR Retired Supervisor/Civil from Govt. service or Autonomous Body like the Tamil Nadu Housing Board.	- do -
4	Above Rs.50 lakhs	One B.E./Civil or equivalent degree holder with 3 years experience plus 3 diploma holders in Civil Engineering	- do -

NOTE:

- i) An amount of Rs.6000/- per month per person for Graduate Engineers and Rs.4000/- per month per person for diploma holders will be recovered as penalty for non-employment of technical personnel specified above.

- ii) The Contractor should see that one of the senior technically qualified men is always at the site of work during working hours personally checking all items of work and paying extra attention to such works as may demand special attention. If the tenderer fails to employ the technical staff as indicated above for the works, penalty shall be levied as per the rate of penalty indicated above for the period of such employment of technical staff.

C.7.0. GUARANTEE:

The works carried out by the CONTRACTOR shall be guaranteed for safe and satisfactory performance for a period of One year from the date of completion and handing over to the TANGEDCO. The CONTRACTOR shall maintain the structures at his expense to the satisfaction of the Engineer during this period even though the various works may be put into performance.

C.8.0 INSURANCE:

C.8.1 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 damages for injury to person or property resulting from any such accident and shall also where the provisions of workmen's compensation Act apply take steps to properly insure against any claim there under by way of accident, risk, insurance demand for all purposes of relief, failing the same or otherwise, CONTRACTOR alone will be responsible to meet the compensation awarded under the said act.

C.8.2. The CONTRACTOR should satisfy the field Superintending Engineer that an 'Accident Risk Insurance Policy' is taken before taking over the site for taking up the work and also to satisfy the field Superintending Engineer, that the policy/policies is/are kept in force till the contract is completed and the works are taken over by the TANGEDCO, on the issue of completion certificate.

C.8.3. 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.

C.9.0 SCHEDULE OF QUANTITIES:

C.9.1 Price Schedule indicating the item of work generally involved in the scope of the specification is uploaded in BOQ Format. It shall be definitely understood that the TANGEDCO does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alteration by omissions, deductions or additions at the discretion of the Superintending Engineer (or as set forth in the conditions of contract). The TENDERER will however may base his tender on this schedule of quantities. He should quote specific rate for each item in the schedule and the rates should be written both in words and figures, and the units in words. The TENDERER should also show the total of each item and grand total of the whole contract. Where there is discrepancy between the rates quoted in figures and words, the lowest of the two shall be considered. Where there is any discrepancy between rates and amounts rates shall govern. This schedule accompanying the tender shall be written legibly and be free from erasures, over-writings or corrections of figures. Corrections where unavoidable should be crossed out with initials and re-written.

C.9.2 The TANGEDCO LTD or any officer authorized by it does not bind itself to accept the lowest and reserves the right to reject any or all the tenders without assigning any reasons therefore and also to award the entire work to one CONTRACTOR or split the work suitably and award the same to one or more CONTRACTORS, without assigning any reasons thereof.

C.9.3. RIGHT TO DECIDE THE TENDER RESERVED:

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

C.10.0. COMPLETION OF WORKS:

The time of completion shall be as per the clause on Instructions to bidders under Section - B of the specification provided always that if in the opinion of the Engineer, the completion of work shall be delayed by the order of the ENGINEER or any altered, modified, substituted or additional works or materials or by the order of the works or materials to be omitted by any strike or lockout of any workmen employed by the CONTRACTOR or by causes directly due to him or by the CONTRACTOR not being given the possession of the site or any part thereof, whether under the power herein contained or otherwise or by any non-performance or work or non-supply of materials to be performed or supplied by the PURCHASER or by the CONTRACTOR not receiving any orders, drawings, instructions or directions in time or by the suspension of the works, or by fire, flood, exceptionally bad weather, tempest storm or by or from unforeseen circumstances (and whether the same shall be due to any act or omission of the PURCHASER or his agents or those in their respective service or not), the ENGINEER shall, if in his uncontrolled discretion shall think whether forthwith or at any later time and from time to time notwithstanding that the prescribed or extended time for completion has expired or that the works have been completed, by writing under his hand extend the time for the completion of works to such date as he shall appoint. Provided always, that unless the CONTRACTOR makes a written application to the ENGINEER on or before the time when the cause of delay is occurring or about to occur and unless the time is extended by the ENGINEER, the prescribed time shall not be extended notwithstanding delays from the forgoing or any other causes of whatsoever kind.

C.11.0. SUB-LETTING:

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

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

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

C.12.0 FURTHER INFORMATION:

If further necessary information is required, the Superintending Engineer/Civil/Tuticorin Thermal Power Station / Tuticorin, will furnish such, but it must clearly be understood that tenders must be received in order and according to instructions.

C.13.0 EVIDENCE OF PREVIOUS EXPERIENCE:

All TENDERERS shall furnish evidence of their good record and capacity to do works. Previous works executed by them must clearly indicate in the tender giving full particulars of value of work done, the department/agency to whom the work was executed.

C.14.0 TANGEDCO ASSISTANCE FOR PROCURING CONTROLLED ARTICLES:

TANGEDCO will offer necessary help on application for procurement of controlled articles and for priority in transport etc. But it should be clearly understood that any delay in such procurement arising there from will not constitute sufficient reasons for extension of time for purpose of this tender and rate.

C.15.0. SUPPLY OF MATERIALS:

All construction materials including cement and steel shall be arranged by the bidder only and shall be of best quality conforming to relevant IS specifications.

The contractor shall furnish manufacturer's certificate for the materials viz. cement, reinforcement steel, structural steel etc. If such certificate is not available, the specimen of the materials shall be tested at

the contractor's cost at a recognized testing laboratory and produce the satisfactory test results.

C.16.0 ISSUE OF MATERIALS NOT SPECIFICALLY MENTIONED IN THE TENDER:

Materials not specifically mentioned in the Tender notice may also be drawn by the CONTRACTOR at the discretion of the Engineer. Recovery for such materials will be made at Book Value + 10% or Market value + 10% whichever is higher plus the actual cost of packing and despatch of materials, stores handling charges and sales tax as decided by the Engineer.

C.17.0. RECOVERY FOR EXCESS OR SHORT USE OF MATERIALS:

C.17.1 For any short usage of cement from the minimum cement content in case of design mix, the recovery shall be made from the bill at local market rate also approved by the Superintending Engineer/ Civil/ Tuticorin.

C.17.2 In the case of rejected items of work no payment will be made.

C.18.0.POWER SUPPLY FOR WORKS:

Three phase L.T. supply to the Contractor's plants, tools and for works and for lighting for works will be metered and charged as per the tariff prevailing. Tariff as in force at the time of execution of work and any change in tariff or tariff system during the currency of contract will be charged.

The power supply will be effected at only one convenient point as decided by the ENGINEER at site and the CONTRACTOR will have to put up and maintain their distribution system at their own cost from the points of takeoff from the nearest main provided by the TANGEDCO. If the contractor wants additional point of supply, the cost provision of such additional point shall be borne by the contractor.

The contractor may procure and supply to the TANGEDCO necessary energy meter for metering the supply and all charges for testing and maintenance of meters to the satisfaction of Engineer will have to be borne by the contractor.

C.18.1 All equipment materials and works in connection with the contractor's electrical installation shall conform to I.E. Rules and specification and acceptable to the Engineer. The contractor's electrical installation shall be maintained in safe and satisfactory operation condition.

C.19.0. ALTERNATE SUPPLY:

Contractor should not have any excuse if TANGEDCO's power supply fails, alternate arrangement for power supply by means of D.G.set shall be made by the contractor at his own cost.

C.20.0. WATER SUPPLY FOR WORKS:

The Contractor should make his own arrangement for water supply required for carrying out the work.

C.21.0 ERECTION OF SHEDS:

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

C.22.0. COMPLETENESS OF SCOPE:

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

C.23.0. DELAYS IN COMMENCEMENT OF PROGRESS OR NEGLECT OF WORK ORSUSPENSION OF WORKS BY THE CONTRACTOR AND FORFEITURE OFEARNEST MONEY, SECURITY DEPOSIT AND WITHHELD AMOUNTS:

If the CONTRACTOR fails in the due performance of his contract within the time fixed by the contract or any extension there of, and the PURCHASER shall have suffered any loss from the delay occasioned by such failure, the CONTRACTOR is liable, at the discretion of the ENGINEER, and the L.D. for delay in execution shall be ½ % of the contract price for each

completed week of delay and the total shall not exceed 10% of the contract price of the works so delayed. If the works executed in part could not be beneficially used by the TANGEDCO, the L.D shall be worked out on the basis of entire contract value and not on the value of Delayed portion. In addition to this, the provision regarding levy of penalty for slow progress of work and delay for not keeping up the interim and final completion period specified for various mile stone activities as stipulated in the General Conditions of Contract in Tamil Nadu Building practice for civil works would apply. In case of default in executing the work, the contractor is liable to pay to the TANGEDCO in addition to liquidated damages for delay the actual difference in price whenever TANGEDCO orders the delayed works to be executed by other agencies at higher rate. The Engineer shall be at liberty to terminate this contract incase the contractors slow down the works, abandons or does not use quality materials, a seven days notices in writing shall be served to contractor in this regards which will lead to even the termination of the contract without prejudice to recover amount due either from money available through this contract or other contracts.

C.24.0. 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 of any war, hostilities, acts of public enemy acts of Civil Commotion, strikes, lock outs, sabotages, fire, floods, explosions, epidemics, warranting restrictions or other acts of God (hereinafter referred to as eventualities), then provided notice of the happenings of any such eventuality is given by the TENDERER to the TANGEDCO 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 and deliveries under this contract shall be refunded as soon as practical after such eventuality has come to an end or exist, provided that if the performance in whole or part by the TENDERER or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANGEDCO may at its option, terminate this contract by notice in writing.

C.24.1. EXECUTION THROUGH OTHER AGENCY:

If the progress of work continues to be poor and not satisfactory the contract will be terminated and balance works will be executed through some other agency by giving ten days notice. The extra expenditure incurred if any in such case, the same will be recovered from the contractor's bill.

C.25.0. PAYMENTS ON CERTIFICATES:

Payments will be made to the CONTRACTOR under the certificate to be issued at reasonably frequent intervals by the ENGINEER within 14 days of the date of each certificate. An intermediate payment will be made by the ENGINEER of a sum equal to 95% of the value of work, as so certified and the balance 5% will be withheld and retained as security for the due fulfillment of the contract. For delay in making payment, the contractor shall have no claim. Payments will be made for two bills on the basis of certificate and every third bill will be paid on detailed measurements including previous payments. Detailed measurements will be recorded for all the items of work done.

Under the certificate to be issued by the ENGINEER on the completion of the entire works, the CONTRACTOR will receive the final payment of all the money due or payable to him under or any by virtue of the contract except security deposit and the withheld amount equal to 5% of the total value of the work done provided there is no recovery from or forfeiture by the CONTRACTOR to be made under clause 57.0 of the GENERAL conditions of Tamil Nadu Building Practice. The amount withheld from the final bill will be retained under 'Deposits' and paid to the CONTRACTOR together with the Security Deposit after twelve months reckoned from the date of completion of whole work or as soon after the expiration of such period of twelve months as all defects shall have been made good

As per T.N. Account code Vol. - III Chapter III, para 16(b), 4, not more than two consecutive bills can be paid without detailed measurements or in a method as agreed by both the parties.

C.26.0. CONTRACTOR NOT TO DISPOSE OFF SOIL ETC.

The Contractor shall not sell or otherwise dispose off or remove, except for the purposes of this contract, the sand, stone, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of this contract or produce upon site at the time of delivery of the possession of the land, but all such substances, materials and produce shall be the property of the Board, provided that the CONTRACTOR may with the permission in writing of the ENGINEER, use any of the same for the purpose of the works on the terms that may be approved by the ENGINEER.

C.27.0. LIABILITY FOR ACCIDENTS TO PERSONS:

The CONTRACTOR shall indemnify and save harm to the PURCHASER against all sections, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by person employed by the CONTRACTOR or his SUB-CONTRACTOR on the works whether under the general law or under the workmen's compensation Act, 1923, 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 properly to insure against any 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 within 24 hours of happening of such accident intimate in writing to the concerned ENGINEER and such officers 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 from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by the TANGEDCO as a consequence, of the TANGEDCO's failure to give notice under the workmen's Compensation Act or otherwise to conform 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 PURCHASER involving the CONTRACTOR and arising out of the matters referred to and in respect of which the CONTRACTOR is liable under clause, the CONTRACTOR shall be immediately notified thereof, and he shall with the assistance, if he so require, of the PURCHASER but at the sole expense of the CONTRACTOR, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the PURCHASER 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 there of whether by the CONTRACTOR, or by the TANGEDCO, as principal it shall be lawful for the ENGINEER to retain out of money due and payable to the CONTRACTOR such sum or sums of money as may be 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 damage or loss to third party including inspection officers due to act of the CONTRACTOR or his SUB-CONTRACTOR connected with the execution of the contract shall be fully borne by the CONTRACTOR. The CONTRACTOR shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the Workmen's compensation Act. All cases of accidents or injuries shall be reported to the ENGINEER with all the full details required for the settlement under the workers' compensation Act.

The CONTRACTOR should report about all accidents within 24 hours to the Engineer of the Board in the preliminary accident form. He should furnish other particulars such medical certificates, wage particulars, fitness, etc., in due course without delay.

C.28.0. LIABILITY FOR DAMAGE TO WORKS OR PLANTS:

The CONTRACTOR shall during the progress of the work properly cover up and protect the work and plant from injury by exposure to the weather, and shall take every reasonable proper, timely and useful

precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the CONTRACTOR or his workmen or his sub-contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the CONTRACTOR and to the reasonable satisfaction of the ENGINEER. Should such loss or damage happen to units of works or plant or materials failing outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the CONTRACTOR to the satisfaction of ENGINEER. In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the PURCHASER, be made good by the CONTRACTOR in like manner but at the cost of the PURCHASER at a price to be agreed between the contractor and the PURCHASER and the PURCHASER shall pay to the CONTRACTOR the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case maybe.

Until the work shall be deemed to be taken over as aforesaid, the CONTRACTOR shall also be liable for and shall indemnify the PURCHASER in respect of all damage or injury to any person or to any property of the PURCHASER or of others occasioned by Act of the CONTRACTOR or his work men or his sub-contractors or by defective design, work or material but not due to cause beyond his reasonable control. Provided that the CONTRACTOR shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the PURCHASER not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the PURCHASER or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the CONTRACTOR has not control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

C.29.0. POWER FOR ENGINEER TO DECIDE ORDER OF WORKS:

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

C.30.0. CONTRACTOR TO INFORM ENGINEER FOR ARRANGEMENTS FOR EXECUTION OF WORK:

The CONTRACTOR shall from time to time, as and when required by the ENGINEER, furnish the Engineer with a statement in writing of the arrangement she proposes to adopt for the execution of this contract, and in case the ENGINEER shall at any time or times consider any alteration in the same desirable, the CONTRACTOR shall on notice thereof adopt such alteration. A detailed programmer on the project for execution of the different items or work shall be prepared by the CONTRACTOR immediately after commencing the work. Those when accepted by the PURCHASER, shall be kept up till the completion.

C.31.0. SUNDAY WORK:

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.

C.32.0. SUSPENSION OF WORK:

The ENGINEER may from time to time by direction in writing for any valid reasons, without in any way vitiating this contract, direct the CONTRACTOR to suspend the work or any part thereof at such time or times and for so long as the ENGINEER may deem desirable, and the CONTRACTOR shall not, after receiving such written notice proceed with the works therein ordered to be suspended until he shall have received written notice or authority to the effect from the ENGINEER. The CONTRACTOR shall not be entitled to claim from the PURCHASER compensation for any loss or damage sustained by him by reason of the suspension of works as aforesaid. No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failure or any

causes beyond the control of the TANGEDCO and for pre-arranged shutdowns in electricity supply for which prior notice may be given.

C.33.0. INSPECTION OF WORKS:

C.33.1. The ENGINEER or his duly authorized agent shall have at all times full power to inspect the work wherever in progress either on site or the CONTRACTOR'S premises or at the premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers or documents relating to the works including materials used on works shall be kept open to the inspection of the PURCHASER or his authorized representative when so called for in writing.

C.33.2. All requisite scaffolding, shoring, timbering and pathways shall have perfect supports. Care must be taken to ensure the safety of work people and the CONTRACTOR shall comply with such instructions as the ENGINEER may issue to ensure such safety. THE CONTRACTOR will be responsible for any damage or injuries to persons and properties resulting from ill erected scaffolding defective pathways and ladders or during under water exploration and erection or otherwise arising out of his default in this respect.

C.33.3. OPENING OUT OF DEFECTIVE WORKS:

Should the ENGINEER consider it necessary in order to satisfy himself as to the quality of the work, the CONTRACTOR shall at any time during the continuance of the contract pull down or cut into any part of the work and made such openings into and to such an extent through the same, as the ENGINEER may direct and the CONTRACTOR shall make good the whole, to the satisfaction of the ENGINEER, should the work prove to be faulty or in any respect not in accordance with the terms of the contract documents , the ENGINEER shall be at liberty to order such further removal as he may consider necessary and the whole of the expenses incurred shall be defrayed should be the contractor. If however, the work proves to be sound and in accordance with the contract documents, the actual expenses incurred in such examination will be borne by the PURCHASER.

C.33.4. REMOVAL OF IMPERFECT WORK:

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

C.34.0. PATENT RIGHTS:

In the event of any claim or demand, being made or action being brought against the PURCHASER for infringement or alleged infringement of letters, patent, in respect of any machine, plant work, materials or thing used or supplied by the CONTRACTOR under this contract in respect of any method of using or working by the PURCHASER of such machine plant, work, materials or thing, the CONTRACTOR will indemnify the PURCHASER against all costs and expenses arising from or incurred by reason of any such claim provided that the PURCHASER shall notify the CONTRACTOR immediately any claim is made and that the CONTRACTOR shall be at liberty if he so desires with the assistance of the PURCHASER, if required but at the CONTRACTOR's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and providing that no such machine, plant, work materials or thing shall be used by the PURCHASER for any purpose or in any manner other than that for which they have been supplied by the CONTRACTOR AND SPECIFIED under this contract.

C.35.0. ACCESS TO SITE AND WORK ON SITE:

The PURCHASER may, if he shall think fit from time to time enter upon any lands which may be in the possession of the CONTRACTOR under this contract, for the purpose of executing any works not included in this contract and may execute such works respectively by himself or his agents, or by other CONTRACTOR, shall in accordance with the requirements of the ENGINEER offer all reasonable facilities for execution of the works including occupation of lands by structure or otherwise for any

other CONTRACTOR's employed by the PURCHASER and his workmen or for the workmen of the PURCHASER, who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default the CONTRACTOR shall be liable to the PURCHASER, for any delay or expense incurred by reason of such default, provided always that if the exercise of these powers shall cause any damage to the CONTRACTOR he may and when such damage arises make a statement of the same to the ENGINEER who shall from time to time certify to the PURCHASER shall from time to time pay to the CONTRACTOR the amounts(if any) so certified by the ENGINEER. The CONTRACTOR shall not, however, on account of any such modified new or extra work executed by or for the sake of the PURCHASER, be entitled to claim relief from the obligation to execute other works.

C.36.0. MATERIALS BROUGHT TO THE SITE WORKS:

All materials, tools and tackles brought to and delivered upon the site for the purpose of the work shall from the time of their being so brought vest in and be the property of PURCHASER but may be used for the purpose of the work but for the purpose only and shall not any account be removed or taken away by the CONTRACTOR or any other person without the express permission in writing of the ENGINEER but the CONTRACTOR shall nevertheless be solely liable and responsible for any loss or destruction thereof or damage thereto unless resulting from causes beyond the CONTRACTOR's control.

The PURCHASER shall have a lien on such materials tools and tackles for any sum or/sums which may at any time prior to the completion of the works be due or owing to him by the CONTRACTOR under in respect of or by reason of the contract and PURCHASER shall be at liberty to sell and dispose off any such materials, tools and tackles and in such manner as he so thinks fit and to apply the proceeds in or towards the satisfaction of such sum or sums so due or owing as aforesaid.

C.37.0.CONTRACTOR TO KEEP INVENTORY OF PLANT ETC:

The CONTRACTOR shall prepare and maintain an inventory of all materials, temporary rolling stock, plant purchased or hired for employment or for any of the purposes of this Contract and such inventory or a copy thereof shall at all times be available for inspection by the ENGINEER, on the completion of the contract, all such materials, rolling stock and plant as shall have been hired shall be removed forthwith by the CONTRACTOR and returned to the parties from whom the same have been hired.

C.38.0.TOOLS AND PLANTS FOR THE EXECUTION OF THE CONTRACT:

All tools and plants, equipment and tackle required for the complete execution of the contract shall be arranged for by the CONTRACTOR only at his own cost. The CONTRACTOR, may however, specify in his tender the terms under which or concessions, if any, that would require for procuring and using the tools and plant and equipment on the work except those that are to be supplied on hire or free of charge.

C.39.0.MAINTENANCE:

C.39.1. For a period from the date of issue of completion certificate under clause

C.39.2. Till the expiry of one year commencing from the date of issue of the completion certificate the CONTRACTOR shall be liable for the replacement of any part of the plant or works found to be defective from causes arising from faulty design, materials, or workmanship and for making good any damage arising there from.

C.39.3. Issue of the 'Final Certificate' and the payment thereby of the balance of the contract sum as provided in clause C.25 under 'Payment on Certificate' before the expiry of the maintenance period shall in no way absolve the CONTRACTOR from his obligations under the contract in respect of the un-expired portion of the period and to this extent the Bond entered into for the due performance of this contract shall remain in full force and effect until the end of the maintenance period.

C.40.0.COMPLETION CERTIFICATE:

As and when the whole of the work shall have been completed to the satisfaction of the ENGINEER and in accordance with this contract, he shall give to the CONTRACTOR the 'Completion Certificate' and thereupon

the PURCHASER shall take over the work. Provided always that the ENGINEERS shall in his discretion be at liberty from time to time certify, that a part of the work has been completed to his satisfaction and in accordance with this contract and there upon the PURCHASER shall take over that part of the works included in such certificates.

C.41.0.FINAL CERTIFICATE:

The contract shall not be considered as completed until a certificate (herein referred to as the final certificate) shall have been signed by the ENGINEER to the effect that the CONTRACTOR has carried out all his obligations under. 'MAINTENANCE' and in the manner provided by this contract notwithstanding any previous entry upon the works or taking possession, working or using any part thereof by the PURCHASER, but the issue of the final certificate as aforesaid shall be without prejudice to the rights, duties, obligations of the parties, during any part of the maintenance period which has not expired at the time of the issue of the final certificate.

C.42.0.CERTIFICATE TO BE PROVISIONAL AND SUBJECT TO CORRECTION

Every certificate for payment on account of work, materials or things shall be regarded as only provisional and approximate and all payments made on such certificates shall be regarded as being open payments and shall respectively be subject to revision and settlement by the ENGINEER and in the event of his deciding that from any circumstances the measurements of work executed, returns of materials provided and used for the estimates of value previously made, did not truly represent the portion of works executed and materials provided and used having reference to the amount of the contract sum and the work remaining to be executed by the CONTRACTOR, the ENGINEER shall have power from time to time to correct the total results by adding thereto or deducting there from such sum as, after communication with the CONTRACTOR or his duly authorised agent, the ENGINEER may deem to be just and such addition or deduction shall be credited to or (as the case may be) debited against the CONTRACTOR at such time as the ENGINEER may think fit.

C.43.0. 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 in connection with the work, or shall contravene the provision of this contract, the PURCHASER may give seven days notice in writing, to the CONTRACTOR to make good the failure, neglect or contravention complained of any should the CONTRACTOR fail to comply with the notice within the 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 PURCHASER shall be at liberty to employ other workmen and forthwith perform such work as the CONTRACTOR may have neglected to do, or if the PURCHASER shall think fit, it shall be lawful for him to take the work, wholly or in part off the CONTRACTOR's hands and re-contract at a reasonable price with any other person or 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 PURCHASER shall, without being responsible to the CONTRACTOR for the fair 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 to the exclusion of any right of the CONTRACTOR over the same and the PURCHASER shall be entitled to retain and apply and balance which may be otherwise use to the contract by him to 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, tackles, construction plant, or other things which are the property of the CONTRACTOR may be seized and sold by the PURCHASER and the proceeds applied towards the payment of such differences and the cost of and 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 of other things remaining unsold be removed by the CONTRACTOR. The actual difference in price where ever the Board gets executed through other agencies at a higher rate is payable by the contractor to TANGEDCO.

C.44.0.DEATH, BANKRUPTCY ETC:

If the CONTRACTOR, shall die or commit any act of bankruptcy or being a Corporation commence to be wound for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the Estate of the CONTRACTOR or any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the PURCHASER and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out this contract subject to his or their providing such guarantee as may be required by the PURCHASER but not exceeding the value of the work for the time being remaining un-executed. In the event of stoppage of the works, the period of the option under this clause shall be fourteen days only. Provided that, should the above option be not exercised, the contract may be determined by the PURCHASER by notice in writing to the CONTRACTOR, and the same power and provisions reserved to the PURCHASER in the proceeding clause on the taking of the work out of the CONTRACTOR's hands shall immediately become operative.

C.45.0.MEASURING, VALUING AND CERTIFYING BY ENGINEER:

In measuring, valuing, deciding or certifying the TANGEDCO's ENGINEER is intended to act by his skill and from his knowledge of the facts and incidents connected with the works and in so far as any facts are not within his own knowledge the ENGINEER shall be at liberty to inform himself by enquiry of such person or persons as he may consider necessary.

The ENGINEER shall at all times be considered seized of all the facts necessary for him to form his own opinion, make his measurements or valuations give his decision and order, make his requisition, or give or refuse his certificate and he shall be at the liberty to certify at such time and in such manner as in his discretion he may think proper and he shall not be

bound to give any reason for or any particulars of his certificate or any reasons for his not certifying.

C.46.0.ARBITRATION:

The Arbitration clause is not applicable to this contract.

C.47.0.CLEANING UP:

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

C.48.0.JURISDICTION:

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

C.49.0.SUBMISSION OF PERT CHART:

Within two weeks from the date of receipt of award of work the CONTRACTOR/SUPPLIER should furnish to the ENGINEER A PERT Chart / Bar chart which, in addition to indicating the overall completion time of the contract, should also indicate the time for completion of each individual activity of the contract, The CONTRACTOR should also mention in his schedule the required dates for any significant point of communication or transfer of responsibility between the CONTRACTOR and other participants in the project i.e., the required date for supply of design and loading date with reference to plant/materials from the manufacturers, the assistance required from the Board with reference to purchase/hire of construction

equipment, date of supply of design and drawings, approval to the contractor's drawings etc. Failure to furnish pert chart in time will attract penalty as stipulated in B.3.2 (j) of specification. The CONTRACTOR shall also furnish on the first of every month status review report on his work together with the above PERT network updated to the ENGINEER. Whenever there is any likelihood of a change in his construction schedule, the CONTRACTOR should inform the same to the ENGINEER forthwith.

C.50.0 QUALITY OF MATERIALS:

For quality of materials and general workmanship, the Tamil Nadu Building Practice or the relevant ISS will apply. If there is any discrepancy between the Tamil Nadu Building Practice and the I.S.Codes later shall govern.

C.51.0. WASTE MATERIALS:

All waste materials as decided by the site ENGINEER should be let out of the compound at CONTRACTOR's cost and the CONTRACTOR should keep the site always clean during progress of work.

C.52.0. 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 thereof from any money that may be due or become due to the CONTRACTOR under these presents and/or under other contract or contracts or any other account whatsoever.

C.53.0. WEEKLY PROGRESS REPORTS:

The CONTRACTOR shall furnish to the Board weekly progress report in triplicate on Saturday of every week indicating the following: -

Item of work	Schedule of progress for the week	Actual progress	Reasons or shortfall if any.	Steps taken to meet the shortfall.

(SIGNATURE OF THE CONTRACTOR)

C.54.0 GOLD, SILVER, MINERALS, OIL, RELICS ETC. FOUND ON THE SITE:

All gold, silver, oil or other minerals of any description and all precious stones, coins, treasures, relics antiques and other similar things which shall be found in or upon the site shall be the property of the TANGEDCO and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER and shall from time to time deliver the same to such person or persons as the ENGINEER may from time to time appoint to receive the same.

C.55.0. INTEREST ON MONEY DUE TO THE CONTRACTOR:

No omission by the ENGINEER to pay the amount due upon Certificates shall vitiate make void the contract nor shall be the CONTRACTOR entitled to interest upon any balance which may, on the final settlement of his accounts, be found due to him.

C.56.0. DEVIATION, ALTERATIONS ETC. IN THE MATERIALS:-

The Contractor shall not in any way alter any of the materials to be used on the works without the previous consent of the ENGINEER but the ENGINEER may from time to time and at any time direct in writing any deviations, alterations, additions or omissions to be made from in or to the materials or any part thereof shall not vitiate this contract and any deviation so directed to be made shall be made to the satisfaction of the Engineer in the same manner as if such materials has been originally included in or omitted from the specification and schedule of prices, except that the value of the same whether by way of addition or deduction shall be estimated by the ENGINEER according to the schedule of prices and the amount so intimated shall be added to or deducted from the contract sum, as the case may be.

C.57.0. DEVIATIONS, ALTERATIONS AND ADDITIONS TO THE WORKS:

The CONTRACTOR shall not in any way alter any of the works without the previous written consent of the ENGINEER but the ENGINEER may from time to time and at any time during the progress of the works, in writing under his hand direct any deviations, alterations or additions to be made from, in or to the works or any part thereof or may direct the

CONTRACTOR to curtail or to omit any of the works to execute any new or substituted work or to commence and execute the works of any part thereof, in such order and manner as shall any deviations, alterations, additions and admissions made in pursuance thereof shall not vitiate this contract or be made the ground for any claim for compensation for alleged loss of profit in respect of omitted works or (except as hereinafter provided) for extra payment for additional works and any works so directed to be executed shall be executed and any work so directed to be omitted shall be and any deviations so directed to be made shall be made to the satisfaction of the ENGINEER in the same manner (as nearly as circumstances shall admit) and if such works had been originally included in or omitted from the specification except that the value of the same whether by any of addition or deduction shall be estimated by the ENGINEER according to the schedule of prices and amount so estimated shall be added to or deducted from the contract sum as the case maybe. The CONTRACTOR shall not, however, on account of any such modified new or extra works executed by or for the purchaser be entitled to claim relief from the obligations to execute other works.

C.58.0. CLAIMS FOR EXTRA WORK OR FOR DEDUCTIONS:

The PURCHASER shall not be responsible for the payment of any claim for extras not included in nor shall be entitled to claim any deduction from the contract sum in respect of any charges or alterations in the materials employed unless the same shall have been ordered or sanctioned as the case may be in writing by the ENGINEER. And in the event of any dispute arising either as to the validity of the claim or as to the amount to be paid or allowed in respect thereof, the decision of ENGINEER shall be final and binding on all parties, and in the meantime, the CONTRACTOR shall either proceed with the work in question or suspend the same, as may be determined by the ENGINEER and no payments due or payable by the PURCHASER or his agent as the case may be shall be withheld on account of such dispute.

C.59.0. MEASUREMENT OF EXTRA WORKS:

All extra works of every description which shall be executed in pursuance of any of the provision of this contract shall be measured up, and shall be paid according to actual quantities ascertained by such measurements and the prices inserted in the schedule of prices so that such prices shall include all such operations and accessories as appear in the said schedule or prices or specification to be or shall in the opinion of the ENGINEER the contingencies upon the works mentioned in such schedule of prices or be required to make such works perfect and fit for use. Provided also that if any work shall be ordered by the ENGINEER and executed by the CONTRACTOR for the payment of which no provision shall in the opinion of the ENGINEER be made in the schedule of prices or the specification, the ENGINEER shall fix and determine such prices for the same as may in his judgment appear to accord generally with the prices in the schedule of prices, such allowance being made as may seem to the ENGINEER sufficient for any different in the character or conditions of the work.

C.59.1. RATES FOR SUPPLEMENTAL ITEMS:

In the case of authorized supplemental items of works if any executed by the contractor the rate will be decided generally as per the guidelines contained in G.O.Ms.No.1241, dated 13.10.1978 which are outlined below: -

- i) The Derivation of a suitable rate for supplemental item if technically feasible will be done from the relevant accepted rate in the contract.
- ii) If such derivation is not technically feasible, as rate based on the schedule of rates relevant to the tender date will be worked out and the tender premium plus or minus as the case may be if any shall be added to this rate and this rate shall be offered for acceptance by the contractor.
- iii) If during the period of execution of this supplemental item of work, the schedule of rates have changed, then a rate based on the schedule of rates prevailing at the time of execution of the supplemental item of work shall be worked out and offered for acceptance and in such a case no tender premium shall be added to this rate.

C.60.0. WORK EXECUTED BY DAY LABOUR:

Any extra work of such as complicated, miscellaneous or disjointed character that it cannot be valued by measurement, may be executed by day labour or a specific lump sum may be agreed for any special piece of work to be carried out. Before any work is put on hand under day work, rates and order in writing must be obtained by the CONTRACTOR from the ENGINEER and a schedule of day work rates agreed upon.

The CONTRACTOR shall deliver to the Engineer's office, weekly, full detailed account (in triplicate) of all labour and materials employed or used respectively. On any portion of the work for which an order has been issued that, it must be carried out at day work rates. This return shall cover the work done during the previous `CONTRACTOR'S WEEK. One of the accounts, if found correct will be certified by the ENGINEER and returned to the CONTRACTOR and must be produced by him, if required, before payment can be made. The CONTRACTOR shall afford every facility for checking by the ENGINEER on the ground, all times and materials so charged for.

C.61.0. APPLICATION FOR RETENTION SUM:

The retention sum and any other portion of the contract sum for the time being unpaid or any part or parts thereof respectively may be applied by the PURCHASER at his discretion in all or any of the following ways (and either during the construction of the work or at time before the issue of final certificates hereinafter referred to) that is to say, in or towards making good any defect or unsoundness which shall be certified by the ENGINEER, to existing works or any part thereof or in the materials used in the formation and construction thereof and provided by the CONTRACTOR or which being provided, by the PURCHASER shall while in the custody of the CONTRACTOR, be damaged or tendered imperfect of in or towards the satisfaction of any damages or other money payable by the CONTRACTOR to the PURCHASER under this contract. Provided that nothing contained on this clause shall prejudice any of the other rights or remedies of the PURCHASER or his agents in respect of any breach of this contract.

C.62.0. BREACH ON PART OF PURCHASER NOT TO ANNUL CONTRACT:

No breach of non-observance on the part of the PURCHASER of any of the agreements herein contained shall annul this contract or discharge the CONTRACTOR from the observance and performance thereof or of any part thereof but compensation of damage (if any) shall be made to the CONTRACTOR or at the option of the ENGINEER an extension of the time given to the CONTRACTOR in respect of such breach or non-observance by the PURCHASER, such compensation or extension of time to be fixed by the ENGINEER.

C.63.0. REGULATIONS OF LOCAL AUTHORITIES:

The PURCHASER shall throughout the continuance of the contract and in respective all matters arising in the performances thereof; serve all notices and obtain consents, way-leaves, approvals and permissions required in connection with the regulations and bye-laws of the local or other authority which shall be applicable to the works.

C.64.0. NOTICES: HOW TO BE GIVEN:

Where a legal or other notice or any other documents is to be given to or served upon the CONTRACTOR it shall be deemed to be duly given or served, if it shall have been either delivered to him personally or to his recognized agent (including in the case of the company the Secretary of such company) or delivered at, or, sent, through the post addressed to the contractor at the contractor's office in the site or sent through the post addressed to the last known place of business or abode of the CONTRACTOR or in the case of a Company to its Registered Office and in the case of a firm of CONTRACTOR notice or other documents, which shall be so given to or so served on any one of the partners in such firm, shall be deemed to have been given to or served on all of them.

C.65.0. CONSTRUCTION OF CONTRACT:

The Contract shall in all respect be constructed and operated as a contract as defined in the Indian Contract Act, 1872, and all payments made there under shall be made in rupee unless otherwise specified.

C.66.0. CONTRACTOR'S REPRESENTATIVES AND WORKMEN:

The, CONTRACTOR Shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the ENGINEER by the CONTRACTOR to carry out and supervise the works. The Said representative or if more than one shall be employed, then one of such representatives, shall be present on the site during working hours, and any written order or instructions which the ENGINEER or his duly authorized representative whose name have been previously communicated in writing to the CONTRACTOR may give to the said representative of the CONTRACTOR, shall be deemed to have been given to the CONTRACTOR.

The CONTRACTOR shall at all times employ as much labour of every description as required for the proper progress of the work as planned and shall on demand furnish from time to time, such returns as may be required by the ENGINEER of the number and description of skilled and unskilled labourers and supervisory staff employed upon the work.

C.66.1. The quantum of such labour force/workmen deployed by the contractor in the interest of progress of work will not attract any claim/ compensation by way of wages or any other form etc. from the TANGEDCO.

C.67.0 RIGHT OF ENGINEER TO ORDER WITHDRAWAL OF LABOUR:

The ENGINEER shall be at liberty to object to any representative or other persons or labourers employed by the CONTRACTOR in the execution or otherwise about the works, who shall miss-conduct himself or be incompetent or negligent and the CONTRACTOR shall remove the person so objected to upon the receipt from the ENGINEER of notice in writing requiring him so to do, and shall provide in place, a competent substitute at the CONTRACTOR's expenses.

C.68.0. WORKS TO BE EXECUTED TO THE SATISFACTION OF THE ENGINEER MATERIALS, WORKS AND WORKMANSHIP:

- a) The CONTRACTOR shall proceed with the works with diligence and expedition and the whole of the works therein specified, as well as the mode of execution, shall be under the supervision and direction and shall be carried on to the entire satisfaction of the ENGINEER, who shall have full power to order the CONTRACTOR to alter,

enlarge or diminish the forms, dimensions, position, or quantities of any works, or to make use of materials and workmanship of different descriptions and qualities from those herein specified and works should be properly carried out to the satisfaction of the ENGINEER.

- b) The whole of the works, together with any temporary works associated therewith, shall be carried out in the most substantial, proper and workmanlike manner with the best materials and workmanship and to the entire satisfaction of the ENGINEER AND IN such order of time as he may direct, the CONTRACTOR shall attend to and execute without delay, all orders and instructions which may from time to time be issued by the ENGINEER. When the works or their appurtenance foul with the arrangements of other units of works not covered by this specification, working methods shall be discussed with the ENGINEER and his prior concurrence obtained.
- c) The work shall be executed in a thoroughly substantial manner with materials and workmanship of the best quality and strictly in accordance with the specification, and with the drawings or with such other drawings or written instructions as may from time to time be furnished to the CONTRACTOR in accordance with the terms of this contract, and shall be completed in every respect with all materials and workmanship implied and necessary according to the fair interpretation and meaning of the same, and should there be any discrepancy between the drawings and specifications or any difference or dispute as to the dimensions to be worked to or the quality of the materials to be used or the mode of doing or periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the Engineer shall be final and binding on all parties.

C.69.0. EXECUTION OF WORKS IN CONFORMITY WITH THE CONTRACT DOCUMENTS:

The whole of the works shall be executed in perfect conformity with the contract documents, and such explanatory and detail drawings and directions as may be furnished from time to time by the ENGINEER for the guidance of the CONTRACTOR.

C.70.0 CONTRACT INCLUDES ALL NECESSARY OPERATION:

The contract is to include the whole of the works whether permanent or temporary which are described in, for implied by the contract documents or which may be inferred to be obviously necessary for the efficiency, stability and completion of the permanent works and also the performance of all other operations and the supplying of all the materials which may be deemed desirable or required for the completion in all respects of the above works to the entire satisfaction of the Engineer, and all such matters shall be deemed as included in the contract sum. Work shown upon the drawings and not mentioned in the specification or described in the specification without being shown on the drawings shall nevertheless be held to be included in this contract and their execution have been especially shown upon the drawings and described in the Specification also.

C.71.0. THE CONTRACTOR TO SUPPLY AND BE RESPONSIBLE FOR THE SUFFICIENCY OF THE MEANS EMPLOYED:

THE CONTRACTOR must supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools and implements and generally of all the means used for the fulfillment of this contract, whether such means may or may not be approved, offered or recommended by the Engineer and the CONTRACTOR must accept all risks of accident or damages from whatever cause they may arise, until the completion of this contract.

C.72.0. FENCING AND LIGHTING:

Except as hereinafter provided, the CONTRACTOR shall unless otherwise specified be responsible for the proper fencing, guarding, lighting around the works area avoid accidents. Similarly proper watching arrangement shall be made by the contractor during excavation, water diversion and during flooding to avoid loss of property and lift. Necessary temporary road ways, foot ways and guards for the above shall be provided by the contractor.

C.73.0. DISCREPANCIES BETWEEN DRAWING AND SPECIFICATION:

Should there be any discrepancy between the specification and/or schedule of prices and /or drawings or any inconsistency, error or omission in either of them, reference must be made to the ENGINEER for an explanation and the CONTRACTOR will be held responsible for any errors that may occur in the work through neglect of this precaution. The explanation of the Engineer shall be final and binding on the CONTRACTOR.

C.74.0. QUANTITIES, PRICES AND PAYMENT:

The quantities, given in the schedule of prices for various items of works are only for purposes of comparison of bids and total prices. Payments will be made in accordance with the net quantities measured as described in the relevant clauses at the rates stated in the schedule of prices.

C.74.1. Prices quoted by the contractor shall include the cost of loading, unloading, handling charges, storage and other allied costs/charges involved.

C.75.0. DOCUMENTS CONFIDENTIAL:

The TENDERER (whether his tender is considered or not) shall treat the details of the tender specification and other documents attached hereto a private and confidential.

C.76.0. FILLING OF TENDER PROFORMA:

The TENDERER should upload all the preformat given in section-E of the specification document.

C.77.0. HEALTH AND SANITARY RULES FOR WORKERS:

The CONTRACTOR's special attention is invited to the clause 37.0, 38.0, 39.0, and 51.0 of the General Conditions of Tamil Nadu Building Practice and he is required to provide at his own expenses the following amenities to the satisfaction of the ENGINEER at site.

C.77.1 FIRST AID:

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

C.77.2. DRINKING WATER:

- a) Water of good quality fit for drinking purposes shall have to be provided for the workers on a scale of not less than 100 litres per head per day.
- b) Where drinking water is obtained from an intermittent public water supply, each work site shall be provided with a storage tank where drinking water shall be stored.
- c) Every water supply storage shall be at distance of not less than 15 metres from any latrine, drain or other source of pollution, where water has to be drawn from an existing well which is within such proximity of any latrine, drain or other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.
- d) A reliable pump shall be fitted to each well and the trap door shall be kept locked and opened only for inspection or cleaning, which shall be done at least once a month.

C.77.3 WASHING AND BATHING PLACES:

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept clean and well

drained. Bathing or washing should not be allowed in or near any drinking water well.

C.77.4. LATRINES AND URINALS:

These shall be provided within the precincts of every work site in an accessible place and the accommodation, separately for each of them shall be on the following scale or on the scale so directed by the Engineer, in any particular case.

	Seats
1. Where the number of persons employed does not exceed 50.	2
2. Where the number of persons employed are 50 and above but does not exceed 100.	3
3. For every additional 100	3

If women are employed separate latrine and urinals screened from those for men, shall be provided on the same scale.

Except in work sites provided with water flushing latrines connected with waterborne sewage system, all latrines shall be cleaned at least four times, daily and at least twice during working hours and kept in a strictly sanitary conditions. The receptacles shall be tarred inside and outside at least once a year.

The excreta from the latrines shall be disposed off at the Contractor's expenses, in outway pits approved by the local public health authority. The CONTRACTOR shall also employ adequate number of scavengers and conservancy staff to keep the latrines and urinals in a clean condition.

C.77.5. SHELTERS DURING REST:

Two shelters shall be provided free of cost one for men and the other for women workers.

C.77.6. CRECHES:

At every work site at which 50 or more women are ordinarily employed, there shall be provided two huts of suitable size for the use of children under the age of 6years belonging to such women. One hut shall

be used for infants, games, and play, and the other as their bed room. The huts shall not be constructed on a standard lower than the following.

- a) Thatched roofs.
- b) Mud floors and walls.
- c) Planks spread over the mud floor and covered with matting.

The use of the huts shall be restricted to children, their attendants, and mothers of the children.

C.77.7. CANTEEN:

A cooked food canteen on a moderate scale shall be provided for the benefit of workers if it is considered necessary.

C.78.0. PRICE LOADING:

Necessary price loading will be done during tender analysis towards differences in cash flow pattern in case the bidders specify payment terms, which are different from the terms stipulated in the Tender.

C.79.0. GOOD AND SERVICE TAX(GST):

Appropriate rate of GST extra as applicable shall be admitted as per provisions of the rules.

C.80.0. ADDITIONAL CLAIMS BY THE CONTRACTOR:

The Contractor should note that any extra claims such as supplementary items, etc. shall be preferred by the contractor within three months from the date of completion of the work. Belated claim will not be entertained.

C.81.0. SEIGNORAGE CHARGES:

The Seignorage charges, if any, for quarrying materials will have to be borne by the tenderer. No claim on this account will be entertained

C.81.1. OTHER TAXES AND DUTIES:

All other taxes and duties if any as applicable for works contracts shall have to be borne by the successful tenderer.

C.82.0. FOREST RULE :

The works if any within the Government Reserve Forest and the contractor and his men should strictly observe all the rules and regulations

of the forest department in all respects without affecting the standing forest growth or other materials lying therein. Permission required for entry and running of contractor's vehicles and men inside the forest area will be obtained by the Board. The contractor should intimate the field engineer sufficiently well in advance in writing with the details for obtaining such permission from the forest department. However, forests toll charges, Royalty and Seignorage charges twig charges license fees etc. should be borne by the contractor. These charges will be recovered from the contractor's bills.

C.83.0. ACCESS ROADS:

Access roads that are now existing can be made use of and maintained by the contractor at his cost. Access roads required over and above the existing arrangement for works will have to be formed and maintained by the contractor himself at his cost. No extra payment will be made.

C.84.0. PRECAUTION DURING WORKING:

The contractor should take all precautions necessary and as specified by the Engineer for works. He should at his expenses provide helmets for all the workmen working. Any special precautions that may be required by the Acts of Rules of the Tamil Nadu Government from time to time shall also be taken by the contractor at his own cost.

a) Blasting operation:

- i) All blasting shall be performed carefully and skillfully and in accordance with the relevant rules and regulations while carrying out quarrying and during excavation of foundation and as per standard specification.
- ii) If necessary, protected positions are to be specially arranged for accommodating workers while the charts are being fixed.

- iii) It shall be the responsibility of the contractor to prevent and safeguard against any accident or danger arising for or from the explosive and drilling and blasting.
- iv) The directions issued by the manufacturer of the explosives for the care and use of the explosives are to be adhered to strictly.
- v) Transport, storage and handling of all types of explosives shall fully confirm to the Indian Explosives act and other local rulings thereon.
- vi) The contractor should obtain necessary license from the collector as required under the explosive rules 1940 and the amendments thereto issued from time to time before doing any blasting operations.
- vii) The contractor should have read the blasting rules and regulations and should abide the same.

b) Inclement weather: During inclement weather, the contractor shall protect from injury all works already in progress, just then completed.

Should the work be suspended by reason of rain, strikes lockouts or any other cause, the contractor shall take all precautions necessary for protection of works and make good, at his own expense, any damage arising from any of these causes.

C.85.0. DEDUCTION FOR LABOUR WELFARE FUND:

Towards contribution to Manual Labour Welfare Fund an amount of 1% will be deducted from each running bill and the recovery will be remitted to Tamil Nadu Construction Workers Welfare Board, Chennai- 600 018. The contractor's quoted rates should take this into account.

C.86.0. EMPLOYMENT OF CONTRACT LABOUR:

The contractor should fulfill strictly all the conditions as stipulated in the contract labour (Regulation and Abolition) Act 1970 and the rules made there under. The CONTRACTOR should take out license under Section – 12 of the above said Act, within the specified period as mentioned by the Management /Principal Employer at the time of awarding the contract. The contract shall be terminated if the CONTRACTOR fails to

obtain a license under Section – 12 of the contract labour (Regulation and Abolition) Act 1970 within 30 days of award of contract.

As per the Contract Labour Rules 1975, the CONTRACTOR should disburse the wages of the contract labours in the presence of authorized representative of the Principal Employer and it should be certified that the amount so paid as wages by such representatives as furnished below: "Certified that the amount shown in Column No. has been paid to workmen concerned in my presence." The wages of contract labour should not be less than that of minimum wages prescribed by the Minimum Wages Act for Contract labour.

1. COMPLIANCE OF ESI ACT 1948

- a) The contractor who takes up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948
- b) The contractor should have a separate ESI main code number
- c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act
- e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work
- f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work
- g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TANGEDCO & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO & TANTRANSCO.
- h) i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
- ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.

iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act

i) 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.

2. **COMPLIANCE OF EPF& MP ACT, 1952**

- a) The Contractor who take up works contract for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act
- b) The Contractor should have a separate EPF main code number
- c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- d) The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act.
- e) The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works
- f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work
- g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TANGEDCO/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO/TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO/TANTRANSCO
- h) In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above. The EPF employer contribution will be restricted upto Rs.15,000/- only
- i) EPF Documents to be Produced for Claiming Bills: -

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

3. STATUTORY COMPLIANCE CLEARANCE CERTIFICATE: -

- (a) The Contractor executing the works contract in TANGEDCO/TANTRANSCO should obtain the Statutory Compliance Clearance Certification from the Online Compliance Service Providers engaged by TANGEDCO/TANTRANSCO, the required documents should be submitted by the contractors to the respective Online Compliance Service Providers.
 - (b) The charges for Statutory Compliance Clearance Certification will be at the rate of Rs.2.00/- per man day per month with minimum charges of Rs.400/- and maximum charges of Rs. 3200/- and Rs.300/- for re-audit due to reasons attributable to the contractor. The charges should be paid by the respective contractors to the service provider through online.
4. The contractor should submit an Undertaking in a non-judicial Stamp paper to a value of Rs.80/- to the concerned Executive Engineer for the remittance of EPF & ESI, Employee and Employer contribution for this works while claiming the bill as per Annexure - B.
19. It shall be accepted as a condition of the contract that the payment of final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of the TANGEDCO from all further claims by the contractor under the contract.
20. The tenderer who is an Industrial Company, should state clearly whether the company is potentially sick Industrial Company or a sick Industrial company in terms of Section 23 or Section 15 of the sick Industrial companies (Special Provision) Act 1985. The tenderer should note that failure to furnish this information will make the tender liable for rejection.
21. The period of completion of work shall be reckoned from the date of taking over of the site/ equipment by the contractor unless specified in the special conditions / schedule of work.

C.87.0. LOCATION OF CONTRACTOR'S PLANT:

The whole work including location of construction plant, disposal of excavated materials etc. shall be carried out so as not to cause any hindrance to or interference with other works in or near the locality of the work covered by the contract.

C.88.0. ILLUMINATION:

Adequate illumination using electric or acetylene lamps is to be provided by the CONTRACTOR at his cost. Where any works is carried out at night the site of such of works to be illuminated adequately by flood lights. At the drilling faces at the heading, the voltage of lamps, if of AC current is to be reduced to 55 volts, and suitable transformers have to be installed at the CONTRACTOR's expenses.

For electric current for work sites, workshops, CONTRACTOR's offices and stores, the CONTRACTOR has to put in his own distribution system at his own cost from the points of take off from the nearest mains provided by the PURCHASER.

The electric supply to the residence of the CONTRACTOR's staff, the wiring and other electric installation within the CONTRACTOR's staff residences should be provided at the CONTRACTOR's expense. The CONTRACTOR shall construct and maintain at his own expenses the necessary circuit for distributing the power in order to provide voltages regulations.

C.89.0. COMMUNICATION FACILITIES:

The CONTRACTOR shall install, maintain and operate such other communication and signal facilities as are necessary for the safe and efficient execution of the work. All such communication and signal facilities, shall be subject to the approval of the ENGINEER, Authorized employees of the PURCHASER shall have free use of such facilities installed by the CONTRACTOR for the transmission of official messages.

C.90.0. SPECIAL CONDITIONS TO BE FOLLOWED REGARDING**ENVIRONMENTAL ANGLE:**

The site is in Port area. The labourers should be instructed to follow Port rules and Thermal Station rules. Any failure to observe and obey these rules will be a serious offence and the labour will be expelled from worksite.

C.91.0. PROVISIONAL LAWS:

In any case where the contract price includes a provisional sum to be provided by the CONTRACTOR for meeting the expenses of extra work or for work to be done or materials to be supplied by a SUB-CONTRACTOR, such a sum shall be expended or used either wholly or partly, or be not used at the discretion of the ENGINEER entirely as he may decide and direct. If no part or only part thereof, be used then the whole or the part, as the case may be not used, shall be deducted from the contract price. None of the works or articles to which sum of money refers shall be done or purchased without the written order of the ENGINEER. The CONTRACTOR shall allow such SUB-CONTRACTOR every facility for the execution of their several works simultaneously with his own and shall within fourteen days after the ENGINEER has requested him in writing to do so pay the amounts of the accounts of such persons for such articles and works. To the net amounts so paid shall be added 10 percent sum for the CONTRACTOR's profit and the sums provided shall be added to or deducted from the contract price as the case may be. Provided always that the CONTRACTOR shall have no responsibility with regard to such works or articles unless he shall have previously approved the SUB-CONTRACTOR and or the material or plant to be supplied.

C.92.0. MOBILISATION ADVANCE:

No mobilization advance will be given for this contract.

C.93.0. RATES OF CONTRACT:

The prices and rates quoted by the contractor shall be firm for the entire duration of the contract and any agreed extension there to.

C.94.0 ACCOUNTING OF MATERIALS ISSUED BY BOARD:

All materials issued by the PURCHASER should be accounted for by the CONTRACTOR. CONTRACTOR shall return to the Purchaser at the Departmental Stores all the unused materials along with an account of total receipts, actual use on works and balance actually returned.

SECTION – D

Section – D
TECHNICAL SPECIFICATION CONTENTS

Clause No.	Description
1.0	GENERAL
2.0	SCOPE OF WORK
3.0	METHODOLOGY
4.0	MATERIALS
5.0	MODE OF MEASUREMENT AND PAYMENT

TECHNICAL SPECIFICATION

NAME OF WORK :	TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.
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D(1.0) General

The ash dyke at TTPS was built and commissioned in 1979 for an area of 160 hectares.

The bottom ash in slurry form generated from the existing I to V units at TTPS is being discharged through ash slurry lines into the ash dyke area. In the ash dyke, ash slurry water collected from 11 Nos ash slurry lines are first let out into the primary pond. After settlement of ash, the decanted water is let out to the secondary pond through the spillway of cross bund. The cross bund is a main bund, where all ash slurry water is collected before letting out to the secondary pond. At present the top level of the existing bund is almost 15.00m from existing ground level.

There is no free board available in existing bund. The ponds are filled up with ash. The bund level is required to be raised to protect the bund.

D(2.0) SCOPE OF WORK

In this proposal the East side inner bund in primary pond from Ch.410m to Ch.1310m is to be raised with red gravel in layer up to 1.50m height.

D(3.0) METHODOLOGY

- a) The bottom layer of 8.75m width is laid by mixing 40% mill reject (to be transported from mill reject yard) and 60% ash (which is available in pond) and to be laid to required shape in layer of 300 mm thick with compaction to bring the level to the top level of existing bund level. The existing bund top width is 3.50m and the new bund is to be raised inwards with outer edge in line with the centre of existing top width. The bottom layer to be laid inside the pond is to be made good with mill reject and ash. The cross section of proposed raising is shown in sketch-1.

- b) The bund shall be raised using red gravel (which will be transported by the contractor from approved Government Quarries (in and around Tuticorin District) under his own scope) and laid for 300 mm thick and compacting each layer to 200 mm thick with power roller to achieve 95% proctor density. Consolidation is to be done by sprinkling water using water tankers. The 200 mm thick consolidated gravel layers should be laid in layers up to 1.50 m height with final top width as 3.50m for jeepable track. The embankment bund should have an inner slope of 1:1.5 and outer slope of 1:2 at finished level.
- c) An allowance of 300 mm on both sides of each layer is to be formed only from the roller compacted portion including trimming, sectioning, sizing to the required line to have firm and compact level embankment.
- d) Necessary ramp is to be provided from adjacent bund top for proper approach to the newly formed bund top.
- e) Turn circles or refuges at intervals as may be ordered by the Engineer along the length of the dyke as per profile and size as approved by the Field Engineer may be provided if considered necessary during execution.
- f) The compaction test may be carried out as per standard IS code and test report may be furnished from NABL accredited test lab as per the direction of site engineer during the course of work.

D(4.0) MATERIALS

- a) The contractor shall make his own arrangement, for obtaining all necessary permits, licenses, etc. that may be necessary for execution of this works contract. The contractor shall also arrange for supply and transport of red gravel to site, and all labour required for the satisfactory execution of work.
- b) For weighment of mill reject which will be collected from department mill reject yard, the weigh bridge provided by the owner shall be used. The contractor shall make his own arrangements for transportation of materials to site and for making payment for using weighbridge at his own cost.

D(5.0) MODE OF MEASUREMENT AND PAYMENT

- a) The contractor shall arrange to furnish the list of vehicles, he proposes to employ to transport the materials, with particulars of their cubic content, tare weight, registration number etc. Whenever there is any change, the same shall be notified to the site engineer.
- b) Final volume for payment in the case of gravel will be calculated on the basis of the finished profile of the raised bund.
- c) The final measurements for the bund formed will be on the basis of final profile.
- d) The level instruments and surveyor required for taking levels at initial stage and after each layer formation is entirely under contractors scope.

SECTION – E

SECTION – E

TUTICORIN THERMAL POWER STATION

TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.

SPECIFICATION No : CE/SE/Civil/TTPS/64/2022 – 2023.

INDEX

Clause No.	Description
1.	DECLARATION TO BE FURNISHED BY THE TENDERER
2.	SCHEDULE OF EQUIPMENT
3.	SCHEDULE OF RATES FOR LABOUR
4.	BIDDER'S EXPERIENCE
5.	SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS.
6.	DETAILS OF TECHNICAL PERSONNEL OF THE TENDERER'S ORGANISATION.
7.	ESI AND EPF UNDERTAKING
8.	TENDER ACCEPTANCE LETTER
9.	FORMS AND REPORTS UNDER CERTAIN LABOUR LAWS RULES 2020
10.	UNDERTAKING IN LIEU OF PAYMENT OF E.M.D

SECTION – E

ANNEXURE – I

DECLARATION

SPECIFICATION NO: CE/TTPS/SE / C / TTPS/64/ 2022 - 2023

To

The Chief Engineer,
Tuticorin Thermal Power Station,
TUTICORIN – 628 004.

Dear Sir,

1. Having examined the above specification together with the schedules etc., we hereby offer & accept to undertake the work, covered in this specification, at the rates entered in the attached schedule of prices.
2. We hereby guarantee the particulars entered in the schedules attached to the specification.
3. In accordance with Security Deposit clause of the specification, we agree to furnish security to the extent of 5% of the total value of the contract.
4. The rate quoted is exclusive of ESI and EPF.
5. I / We agree to the rules and regulation of TANGEDCO regarding the statutory tax etc., like GST.

Yours faithfully,

Signature of the Contractor
with seal

ANNEXURE – II**SCHEDULE OF EQUIPMENT**

The BIDDER shall indicate herein below the equipment he has in possession and the equipment he proposes to bring to the site, in case the work is awarded to him.

Sl.No.	Type and Description of the equipment	Numbers in possession (year of manufacture shall be indicated)	Machinery/equipment proposed to be hired for this work	Numbers proposed to bring on to site
1	2	3	4	5

BIDDER hereby confirms that the quantity and the type of equipment/tools he will employ for construction will not be less than those listed above, and agrees to bring more equipment if so warranted, in the opinion of the ENGINEER.

SIGNATURE OF THE BIDDER

ANNEXURE- III**SCHEDULE OF RATES FOR LABOUR**

BIDDER shall quote hereunder all inclusive price of labour assumed for the purposes of this contract.

Supplying Labour**Per Day of 8 hrs. Each**

- i) Mazdoor Cat I
- ii) Poclain Operator
- iii) Driver

Engineer/Owner shall have the right to ask Contractor to supply labour for any work at the rates quoted above.

SIGNATURE OF THE BIDDER

ANNEXURE- IV**BIDDER'S EXPERIENCE**

The BIDDER shall furnish here a list of similar jobs executed by him to whom a reference maybe made by the OWNER in case the Owner considers such a reference necessary.

Name and Description of work	Value of work	Period of Completion	Client	Persons to whom reference may be made

SIGNATURE OF THE BIDDER

ANNEXURE-V**SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS**

All deviations from the General conditions shall be filled in by the BIDDER, Clause by Clause, in this Schedule.

SECTION	CLAUSE NO.	DEVIATION

The BIDDER hereby certifies that the above mentioned are the only deviations from General Conditions of Contract.

SIGNATURE OF THE BIDDER

ANNEXURE - VI**DETAILS OF TECHNICAL PERSONNEL OF THE TENDERER'S ORGANISATION**

Sl. No.	Designation	Name	Length of Service in the firm	Qualification	Professional Experience & details of works carried out
1	Project Manager				
2	Works Manager or Senior Engineer				
3	Engineers(Civil)				
4	Engineers (Mech.) & Electrical				
5	Assistant Project Engineer				
6					
7					
8					
9					

SIGNATURE OF THE BIDDER

ANNEXURE - VII**ESI and EPF UNDERTAKING**

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

Name of the work:

K2 Agreement No:

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

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

Authorised Signatory
(Contractor)
With Seal

Date:

Place:

ANNEXURE - VIII**DECLARATION FORM – I
TENDER ACCEPTANCE LETTER****(To be furnished on the letter head of the firm and signed with the seal of firm)**

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
<https://tntenders.gov.in/nicgep/app>
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security deposit clause of the General Condition, we agree to furnish security deposit to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

8. 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.

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

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

FORM I	Certificate of Registration of Principal Employer/Employer (under 3 Rules)
FORM II	Application for License/ Renewal of License (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	License and Renewal (under CLRA and ISMW Rules)
FORM VII	Notice of commencement/ completion of work (under CLRA and BOCW Rules)
FORM VIII	Service Certificate (under 3 Rules)
FORM IX	Certificate of Medical Examination (under BOCW Rules)
FORM X	Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)
FORM XI	Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)
FORM XII	Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

ANNEXURE - x**UNDERTAKING IN LIEU OF PAYMENT OF E.M.D****(To be signed in all pages)**

THIS DEED OF UNDERTAKING EXECUTED AT-----ON THIS THE--
 -----DAY OF-----TWO THOUSAND TWENTY
 TWO BY M/S-----a company registered
 under Companies Act 1956 hereafter called "Tenderer" (which expression shall where
 the context so admits mean and include their Agents, Representatives, Successors-in-
 office and Assigns).

TO AND IN FAVOUR OF -----THE
 TamilNadu Generation and Distribution Corporation Limited(TANGEDCO), a Body
 Corporate constituted under the Electricity (Supply) Act, 2003 having its office at
 NPKRR Maaligai, 144, Anna Salai, Chennai – 600 002, herein called the "
 TANGEDCO" (which expression shall where the context so admits mean and include
 its successors in office and Assigns).

WHEREAS THE tenderer is required to pay Earnest Money Deposit of Rs--
 -----/(Rupees-----) for participation in the
 tender of-----in terms of specification No-----

AND WHEREAS in accordance with clause..... of the above said tender
 specification, the tenderer has to furnish E.M.D of
 Rs..... (Rupeesonly).

AND WHEREAS the tenderer has requested the TANGEDCO to accept an undertaking
 in lieu of payment in cash of the E.M.D.

AND WHEREAS the TANGEDCO has accepted the request of the tenderer subject to
 his executing an undertaking to pay to the TANGEDCO not exceeding
 Rs.....(Rupees.....only)
 representing the Earnest Money Deposit together with costs in cash of non-fulfillment
 of the conditions stipulated in the Tender specification of the conditions stipulated in
 the contract by the tenderer.

IN CONSIDERATION OF THE TANGEDCO having agreed to accept an undertaking
 from the tenderer in lieu of payment of Earnest Money Deposit in cash, the tenderer
 undertakes to pay the sum of
 Rs.....(Rupees.....only),
 immediately when a demand is raised by the TANGEDCO against the tenderer without
 any demur in the event of the following:

i) if he withdraws his tender or backs out after acceptance of the or fails to remit the security deposit.

ii) if he revises any of the terms quoted during the validity period.

iii) if he violates any of the conditions of the Tender specification

No..... dated

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING IS SUCH that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of above, then the above written undertaking shall be void, otherwise the same shall remain in full force.

The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, 'Tenderer' and the ' TANGEDCO' hereinafter before used shall include their respective successors and assign in office.

IN WITNESS WHEREOF Thiru for and on behalf of the tenderer has signed this undertaking on the day, the month and year first above written.

Signature

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY

In the presence of Witnesses:

1. Signature
 Name & Address

2. Signature
 Name & Address

PART 2
(PRICE BID)
(Separately uploaded)

SPECN.NO.64/CE/SE/Civil/TTPS/2022 – 2023.**SCHEDULE**

NAME OF WORK: TANGEDCO - TTPS – CMD - II – ASH DYKE - Strengthening and Raising the existing bund in the Eastern side of primary pond (inner bund) from CH 410 M to 1310 M and in cross bund area in ash dyke area.

Sl. No	Qty.		Description of Work	Unit	Rate in figures and in words.
1	2636.00	M ³	Forming bund by excavating the deposited ash and mixed with 40% mill reject 60% ash and laying to the required shape in layers with compaction including diversion of ash slurry, collecting the mill reject in TTPS area, weighing in department weigh bridge and transporting, mixing with ash, laying as directed by the Engineer at site, with all leads, lift etc., complete (But excluding the cost of mill reject)	1 M ³ (One cubic metre only)	
2.	9971.00	M ³	Forming and raising the existing bund with approved red gravel in layer of 200mm thick compacting each layer with power roller and consolidation to achieve 95% proctor density, forming the bund with an allowance of 300mm on both side in each layer such that section is to be formed only from the roller compacted portion including trimming, sectioning, sizing to the required line to have firm and compact level embankment including cost of all materials, labour, lead, lift etc., complete and as directed by the Engineer at site.	1 M ³ (One cubic metre only)	

02(Items Two only)

Note:

1. ESI & EPF charges will be extra as applicable.
2. GST extra as applicable against documentary evidence.
3. The offer is valid for 180 days from the date of tender opening.

I agree to abide by the terms and conditions of the above specification.

EMD : Rs.93,500 /-

Due date: 31.05.2022.

Signature of the contractor

With full address.