

TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LTD

**SPECIFICATION FOR PROVIDING 200 TON & 14 TON HYDRAULICALLY
OPERATED TELESCOPIC CRANE, 7 TON CAPACITY FORK LIFT
AND LOW BED TRAILER TO VALUTHUR GAS TURBINE POWER
STATION PHASE-II AT RAMNAD**

(Open Tender –Two Part system)

(E-TENDER)

(Through NIC)

SPECIFICATION: SE/M/GTS/OT-15/2022-23

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

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

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

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS:

- 1) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which bids documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g PAN card copy, annual reports, auditor certificates etc) has been provided to the bidders .Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

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

Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder).No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidder's dashboard) will be considered as a standard time for referencing the deadline for submission of the bids by the bidders, opening of bids etc.,. The bidder should follow this during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender Opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking " Freeze Bid Submission" in the portal),the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

SYSTEM REQUIREMENT:

- i) Operating System - Windows XP-SP3 & above
- ii) Firefox/Internet browser - IE7 and above
- iii) Signing type digital signature
- iv) JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be Downloaded and installed in the system

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level.

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.

Foreword

| | |
|---|---|
| 1) Tender Specification No. | SE/M/GTS/OT-15/2022-23 |
| 2) Name of the work | E-tender for under Two Part Open Tender System for providing 200 Ton & 14 Ton hydraulically operated mobile Crane, 7 Ton capacity Fork lift and Low bed trailer with required operating personnel to carry out the lifting activities during the Major inspection of Gas Turbine and inspection of Gas Turbine generator at Valuthur Gas Turbine Power Station, Ramnad as per the direction of site Engineer. |
| 3) Method of Tender | e-Tender System (Online Part I - Techno-Commercial bid and Part II - Price bid Through: https://tntenders.gov.in/nicgep/app |
| 4) Earnest Money Deposit (EMD) | Rs.40,000/- (Rupees Forty Thousand only) to TANGEDCO's Account Account No. 0911201003004 Name of Bank : CANARA BANK, 800, Electricity Avenue, Anna Salai ,Chennai -2. IFSC Code : CNRB0000911 Account No. : 0305002100153163 |
| 6) URL for online bid submission for e-tender | https://tntenders.gov.in/nicgep/app |
| 7) Last date for submission of EMD | 13.06.2022 @ 12.00 PM (The EMD amount has to be received in TNEB/TANGEDCO account <u>through e payment, by 2 hours before closing time of tender</u>) |
| 8) Date of closing of online e-tender for submission of Bid. | 13 .06.2022 @ 02:00 PM |
| 9) Date & time of opening of tender Electronically | 14.06.2022 @ 03:00 PM |
| 10) Specification at website | The tender specification will be placed at TANGEDCO web site (www.tangedco.gov.in) and TN Govt. Website (www.tenders.tn.gov.in) The prospective bidders may download the same. |
| 11) Documents to be uploaded by the Tenderers during e-submission | Schedules and Annexures and other documents whichever is applicable |
| 12) Clarification to be sought for from | Chief Engineer/Gas Turbine Schemes, 144, Anna Salai, Chennai-600002, Tamil Nadu. |
| 13) Place at which tenders will be opened | Office of the Superintending Engineer/ Mechanical/GTS, 3 rd Floor/ Eastern Wing, NPKRR Maaligai, 144 Anna Salai, Chennai –2 |
| 14) Name and Designation of Tender opening officers | 1. Thiru.S.Kalaichelvan, EM/GTS 2. Tmy.R.Gandrial jesintha, EE2/GTS 3. Thiru.S.Velappan, AAO/CASH |

SPECIFICATION NO. SE/M/GTS/OT-15/2022-23
(E-tender) INDEX

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SECTION - I

EARNEST MONEY DEPOSIT

- 1) Tenderer should pay the specified amount towards Earnest Money Deposit as follows:
Earnest Money Deposit : **Rs. 40,000/- (Rupees Forty Thousand only)**

2) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS as mentioned above in 4 of Foreword for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in TNEB/TANGEDCO account **through e-payment, 2 hours before closing time of tender. EMD amount received beyond tender closing time will be summarily rejected.**

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

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

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, obtain a certificate from the CFC/General and enclose copy of the same along with the tender offer as mentioned in Clause-2 above.

- 4) The EMD will not carry any interest.

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

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

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

- a) The Small Scale Industrial Units located within the State and registered with the Tamil Nadu Small Industries Development Corporation.
- b) The Small Scale Industrial Units registered with the National Small Industries Corporation
- c) The SSI Units holding Acknowledgement issued for entrepreneur memorandum Part-II obtained from the District Industries Centre in respect of those items for which registration certificate /Acknowledgement has been issued.
- d) Departments of the Government of Tamil Nadu.
- e) Undertakings and Corporations owned by the Government of Tamil Nadu.
- f) Labour Contract Co-operative Societies.
- g) Tiny Industries classified as S.S.I. registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu in respect of those items covered under Registration Certificate.

- h) Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation in respect of those items covered under Registration Certificate.
- i) UAM submitted by bidders may also be considered for EMD exemption.
- j) Micro and small scale industries registered in Udyam Portal are also exempted.
- k) The enterprises registered prior to 30.06.2020 as SSI units should register in Udyam registration portal for claiming EMD exemption in respect of tenders to be opened on or after 01.04.2022.
- 8) SSI units having provisional registration Certificate are not eligible for exemption, from payment of EMD.
- 9) Those tenderers who are exempted from payment of EMD will have to pay as penalty an amount equivalent to EMD along with costs if any, in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract i.e. in all cases where EMD paid will be forfeited. The GST applicable shall also be paid by the bidder to TANGEDCO.
- 10) Small Scale Industries registered within the State of Tamil Nadu shall upload duly attested Photostat copy of their Entrepreneur Memorandum Part-II and acknowledgement for the Entrepreneur Memorandum Part-II issued by DIC, subject to the material tendered has been furnished in Format-II or the photocopy of valid registration certificate issued by NSIC for small scale industrial unit for subject materials specifying capacity for which they are permitted to manufacture and the period of validity of the certificate as proof of eligibility for exemption of EMD.
- 11) Others viz. Central and other State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.
- 12) The tenderers shall upload the audited attested copy of Profit and Loss account, Balance Sheet along with the proof for exemption from payment of EMD.

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

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

- i) **The e-receipt of payment of EMD through NEFT/RTGS.**
- ii) **The proof of Permanent EMD Holder.**
- ii) **The documents in support of investment held in plant and machinery.**

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

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

SECTION – II

BID QUALIFICATION REQUIREMENTS (BOR)

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

- 1) The Bidder should have provided hydraulically operated, telescopic, mobile Crane of 80 Ton to 200 Ton lifting capacity on hire basis, to any of the Power Generating Stations of TANGEDCO/Govt. Organizations/Public sector Undertaking/Other State Electricity Boards. The bidder should furnish the copy of work order for the above, attested by the Notary public / Gazetted Officer
- 2) The Annual Turnover of the bidder should be more than Rs. 9.79 Lakhs (Rupees Nine Lakh and seventy nine Thousand only) in any one of the three financial years viz; 2018-19, 2019-20 and 2020-21. The bidder should furnish the copy of any one of the following certificates attested by the Notary public / Gazetted Officer
 - i) Annual turn over Certificate for above 3 years certified by Chartered Accountant
(or)
 - ii) Annual statement of Accounts (i.e.) Profit & Loss Accounts and Balance Sheet for the above 3 years certified by Chartered Accountant in support of Annual Turn Over
(or)
 - ii) Attested copy of filed Income Tax return
(or)
 - iii) Attested copy of enlistment certificate issued by NSIC containing turnover details.

The offers of the bidders, who do not satisfy the above BQR, will be summarily rejected.

SECTION - III

REJECTION OF TENDERS

- I.** Tender will be SUMMARILY rejected if
- (a) The EMD requirements are not complied with as specified in Section I.
 - (b) Bid Qualification Requirements as specified in Section II are not complied with.
 - (c) If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.
- II.** Tender is LIABLE to be rejected, if it is:
- (a) Not covering the entire scope of Hiring of crane, Hydra, Fork lift and lower bed trailer and their operating personnel.
 - (b) With validity period less than that stipulated in this specification.
 - (c) Not in conformity with TANGEDCO's Commercial terms (Section – V).
 - (d) Not properly signed by the tenderer.
 - (e) Received from a tenderer who is directly or indirectly connected with Government Service or TANGEDCO & TANTRANSCO Service or Service of local authority.
 - (f) From any black listed Firm or Contractor.
 - (g) Received by Telex/Telegram / E-Mail /fax.
 - (h) From a tenderer whose past performance/Vendor rating is not satisfactory.
 - (i) Not containing all required particulars as per Schedule - A to D and annexures I to III.
 - (j) Received after the expiry of the due date and time.
 - (k) Offer submitted without GSTIN is liable for rejection.

SECTION - IV

INSTRUCTION TO TENDERERS

The tender is in Single Part System, Technical Bid with Commercial terms and Price Bid in accordance with Commercial terms. All the tenders shall be prepared and uploaded strictly in accordance with the instructions set forth herein.

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

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

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

2.0. SCOPE OF WORKS:

Providing 200 Ton & 14 Ton hydraulically operated mobile Crane, 7 Ton capacity Fork lift and Low bed trailer with required operating personnel to carry out the lifting activities during the Major inspection of Gas Turbine and inspection of Gas Turbine generator at Valuthur Phase-II Gas Turbine Power Station, Ramnad, as per the direction of site Engineer. The Crane along with operators should be moved to the site within 3 days on receipt of intimation letter from TANGEDCO.

3.0 SUBMISSION OF TENDER OFFER:

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

4.0 SUBMISSION OF TENDERS:

- 4.1.1 The Tender Offer consisting of Schedules-A to F, and Annexures I to IV should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
- 4.1.2 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, certified copies of which shall be enclosed.

- 4.1.3 Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc., to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

5.0 Modifications/Clarifications to Tender Documents:

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

6.0 ALTERNATIVE TENDERS:

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

7.0 QUOTATION OF RATES:

Rates should be quoted figures i.e., integers only.

Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.

8.0 PRINTED TERMS AND CONDITIONS IN TENDERS:

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

9.0. INCOMPLETE TENDERS:

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

10.0 AMBIGUITIES IN CONDITIONS OF TENDERS:

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.

11.0 DISQUALIFICATION OF TENDERS:

The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification. Tenderers shall bear all costs associated with the preparation of e-tender and the purchaser will in no case be responsible or liable for these costs.

No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer. The Tenderers are requested to furnish the exact location of the factories with detailed postal address and pin code, telephone and Fax Nos. etc in their tenders so as to arrange inspection by the TANGEDCO, if considered necessary.

12.0 TENDER OPENING:

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

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

OPENING OF THE PRICE BIDS: (PART - II)

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

13.0 INFORMATION REQUIRED AND CLARIFICATIONS:

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

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

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

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

14.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:

- 14.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and the amendments thereof.
- 14.2 The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 14.3 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:
 - (a) The quoted price will be corrected for arithmetical errors.
 - (b) Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside Tamilnadu.

15.0 VALIDITY:

- 15.1 The tender offer shall be kept valid for acceptance for period of **90 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 15.2 Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TANGEDCO.

16.0 RIGHTS OF THE BOARD:

- Notwithstanding anything contained in this Specification, the TANGEDCO reserves the rights :
- (a) to recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall be forfeited.
 - (b) to cancel the orders for not keeping up the delivery schedule.
 - (c) to vary the delivery period based on the requirement and contingencies at the time of placing the Purchase order.
 - (d) to accept the lowest eligible tender.
 - (e) to reject any or all the tenders or cancel without assigning any reasons therefore.
 - (f) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.
- 16.1 The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

17.0 DEVIATIONS :

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

18.0. BAR OF JURISDICTION:

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

19.0 APPEAL:

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

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

b) Permanent Account Number (PAN) Registration Number:
The tenderers are requested to furnish the Permanent Account Number in their offer.

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

22.0 The tenderers are requested to co-operate and co-ordinate with other suppliers, if any, and TANGEDCO officials for the successful completion of Major inspection of Gas Turbine and Minor inspection of GTG works at Valuthur GTPS.

SECTION – V **COMMERCIAL**

1.0. SCOPE:

Name of the work – VGTPS Phase-II - providing 200 Ton & 14 Ton hydraulically operated mobile Crane, 7 Ton capacity Fork lift and Low bed trailer with required operating personnel to carry out the lifting activities during the Major inspection of Gas Turbine and inspection of Gas Turbine generator at Valuthur Gas Turbine Power Station, Ramnad as per the direction of site Engineer.

- i). The crane shall be brought to the work spot daily whenever required or parked inside the site premises (at contractors risk) as per the direction of Engineer In-charge.
- ii). The daily starting time will be decided based on the requirement. Hence operator has to be reported as per the direction of Engineer In-charge.
- iii). The materials required for the repair works of Gas Turbine shall be transported from stores to work spot as per the direction of Engineer In-charge.
- iv). The Spares kept in the repair bay shall be transported to work spot/wherever required within the site and vice versa as directed by the Engineer in-charge.

a) PERIOD OF CONTRACT:

The period of contract is **35 days** from the date of taken over of the site. The Crane along with operators should be moved to the site within 3 days on receipt of intimation letter from TANGEDCO. The number of days of Crane requirement is based on actual usage of Crane at site as per the directions of Engineer –in –charge.

b) PLACING OF ORDERS ON RATE CONTRACT BASIS:

The award of contract will be issued to the successful tenderer with all TANGEDCO's terms and conditions, duly indicating the approved rates and the approximate time of the Crane requirement. The approved rates will be FIRM and valid for one year from the date of receipt of award of contract.

2.0 PRICE:

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

3.0. Goods and Service Tax:

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

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

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

4) Provided always it is hereby agreed and declared that in case, where the board has doubt and belief that the GST is not at all payable for the transaction in question, the Board reserves the right to withhold the amount of Tax until the party produces an order of court of competent jurisdiction, declaring the liability of the transaction to the GST. Concessional rate GST if any, shall be taken into account and included in the price quoted giving proof thereof.

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

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

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

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

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

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

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

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

3.0a. TDS under GST:

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

4.0 INSURANCE:

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

5.0 SECURITY DEPOSIT:

The successful tenderer will have to furnish a security deposit of 5% (five percent) for the total value of the contract which includes EMD already remitted and should be paid as Bankers Cheque or Demand Draft/cash at o/o SE/VGTPS /Ramnad.

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

The Security Deposit against this contract will be repaid to the contractor only if the contract is completed to the satisfaction of the TANGEDCO. If the TANGEDCO incurs any loss or damage on account of the breach of any of the clauses mentioned or any other amount arising out of the contract becomes payable by the contractor to the TANGEDCO, then TANGEDCO will in addition to such other rights that the TANGEDCO may have under the law appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the Contractor.

The Banker's Cheque / DD towards payment of SD may be drawn in favour of Superintending Engineer/Valuthur Gas Turbine Power Station/Ramnad payable at Ramnad. No interests for the security deposit will be paid.

6.0 PAYMENT:

100% payment shall be made within 90 days after satisfactory completion of work certified by the Engineer-in-charge. In the event of TANGEDCO failing to keep the stipulated time frame for releasing payment, simple interest for the delayed payment shall be paid by TANGEDCO to the vendors/contractor at the rate of Three Months Marginal Cost Lending Rates (MCLR) of State Bank of India for the delayed period beyond 90 days”.

b) In case of delay in providing the crane facility within 3 days from the date of intimation from site, the payment shall be made after deducting the applicable LD.

- 6.1 No certificate of the engineer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurement to which it relates, nor shall it relieve the contractor from his liability to make good defects as provided by the contract.
- 6.2 When there are complaints from the labour department about non payment of wages to the labourers employed by the contractor for the execution of work under agreement, the engineer shall have full power to withhold the bills claimed by the contractor.
- 6.3 No advance payment will be considered.

7.0 LIQUIDATED DAMAGES:

If the contractor fails to mobilize and ensure the availability of the crane at the time of requirement or if the site works are affected due to any deficiency on the part of the contractor, TANGEDCO shall recover from the contractor as liquidated damages, a sum of half percent (0.5%) of the value of the contract for each completed week of delay. The total liquidated damages shall not exceed ten percent **(10%)** of the total contract value.

TANGEDCO will also be at liberty to cancel the contract, if the crane is not provided as above, without any prejudice to the rights to levy the liquidated damages applicable for the delay/deficiency.

NOTE:

It should be noted that if a contract is placed on a higher tenderer in preference to the lowest acceptable offer in consideration of offer of earlier mobilization completion, the contractor will be liable to pay to the TANGEDCO the difference between the contract rate and that of the lowest acceptable tenderer in case of failure to complete the supplies/works in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

8.0 WORKING HOURS:

The working hours for Crane is Power Station working hours & 24 hrs in case of emergency situation. The working hours beyond 10 hrs will be considered as over time. No work of any description shall be carried out on Sundays and other important National Holidays without the Knowledge and formal sanction in writing of the Engineer/TANGEDCO.

9.0 SUSPENSION OF WORK:

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

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

10.0 FAILURE TO EXECUTE THE CONTRACT:

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

11.0 LIABILITY FOR ACCIDENTS:

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

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

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

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

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

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

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

12.0 LIABILITY FOR DAMAGE TO WORKS OR PLANT:

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

and due to the contract, those shall be replaced or compensated for by the contractor to the satisfaction of the Engineer.

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

13.0 FORCE MAJEURE:

If at any time during the continuance of this contract, the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons if any war, hostilities, acts of public enemy, acts of civil commotion, strikes, lock outs, sabotages, fires, floods, explosions, epidemics, warranting restrictions or other acts of God (herein after referred to as eventualities), then provided notice of the happening of any such eventuality is given by the Tenderer to the Corporation within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract nor shall have any claims for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract shall be refunded as soon as practicable after such eventuality has come to an end or ceased to exist.

Provided that if the performance in whole or part by the Contractor or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the Corporation may at its option, terminate this contract by notice in writing.

14.0 ARBITRATION:

Arbitration clause is not applicable to this contract.

15.0 CLEARING UP THE SITE:

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

16.0 RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:

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

17.0 NEGLIGENCE:

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

work in the execution of any right of the contractor over the same and the TANGEDCO shall be entitled to retain and apply any balance which may be otherwise due on the contract by him of the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

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

18.0 INCOME TAX CLEARANCE:

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

19.0 JURISDICTION FOR LEGAL PROCEEDINGS AFTER AWARD OF CONTRACT:

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

20.0 DUES TO TANGEDCO:

The TANGEDCO is empowered:

(a) To recover any dues against this contract in any bills/ Security Deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with TANGEDCO.

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

21.0 SAFETY OF PERSONNEL:

1. All the relevant personnel protective equipments like safety helmets, safety belts, safety shoes etc. should be worn by the contractor and his workmen while at work.
2. All the appropriate and relevant safety measures stipulated under the Factories Act 1948 and the TNF Rules 1950 made there under should be scrupulously complied with by the contractor and his workmen.

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

22.0 SPECIAL CONDITIONS:

- 1 The Contractor shall sign the K2 Agreement between the Superintending Engineer/VGTPS & the Contractor within 2 days from the date of issuing of Works Contract Acceptance order or before commencement of work. Otherwise the service of the crane will not be availed.
- 2 The contractor shall produce valid Load Test Certificate for capacity of the Hydraulic crane, issued by the competent authority, to the site engineer before commencing the work. The contractor shall also produce valid registration certificate and insurance policy details for the said items to the site engineer. It shall be noted that only on production of those documents, the services of the crane will be availed. If the crane brought to site do not have these mandatory documents, the service of the crane will not be availed and in such event mobilization and demobilization charges shall not be claimed.
- 3
 - a). The period as indicated in the schedule for the above crane are only indicative & of intermittent type (i.e.) it doesn't mean the crane will be utilised for continuous days and No additional mobilization & demobilization charges will be paid by TANGEDCO and No mode of compensation will be paid to the contractor by TANGEDCO. In case if the works are completed in advance, the charges will be paid only for the actual days of work. In case, if the actual period of service exceeds the above period, due to the reasons not attributable to the contractor, the charges will be paid as per the rates in the work award for the respective items for the excess period of service. In case, if the crane is kept idle due to the reasons which are attributable to the contractor, no hiring charges will be paid, for such idling period.
 - b). The date of requirement of the crane will be intimated by the Superintending Engineer/Valuthur GTPS by two/three days in advance. The crane shall be provided on the date and time intimated without fail. In case of failure to provide the crane on time, TANGEDCO reserves the rights to hire crane from open market (irrespective of Tonnage) at market price & not contract value. The payment to the crane hired by TANGEDCO has to be paid by contractor within two days of hiring, including Mobilization & Demobilization charges, daily rental charges and Overtime charges for the crane hired by TANGEDCO, until the contractor's crane arrives at site. In case if the crane arrives at the site, and work execution delays due to any other reasons, the daily rental charges for idle period will not be paid.
 - c). In case of Non usage of crane or if the crane is kept idle for the whole day, No payment will be made for such days.
- 4 The following should be arranged by the contractor at their cost:-

- a). Minimum required Slings, ropes and shackles for the work.
 - b). Food, accommodation and other amenities for all their personnel.
 - c). Fuel to operate the crane, however the fuel shall be filled before starting the work.
- 5 TANGEDCO is not liable to compensate for the damages to the crane and the operating personnel at the plant site during the works or while mobilizing the crane.
 - 6 Any damage to TANGEDCO's equipment / personnel caused by the crane/ its operating personnel shall be made good by the contractor at their cost.
 - 7 The contractor's operating personnel shall strictly adhere to the instructions of the site engineer, failing which the necessary actions deemed fit will be taken and hire charges will not be paid for the day by TANGEDCO.
 - 8 The contractor's operating personnel shall strictly adhere safety rules and use safety equipments, failing which, action deemed fit will be taken against the contractor.
 - 9 TANGEDCO reserves the right to send the operating personnel out of the plant if their behaviour/ actions are found to be inappropriate. In such cases, the contractor shall immediately arrange for alternative operating personnel. In case contractor failed to do so, VGTPS will make alternative arrangement at the risk and cost of the contractor.
 - 10 The contractor shall follow and comply with all safety Rules and their Relevant provisions applicable laws pertaining to the safety of workmen, employees, plant and equipments as may be prescribed from time to time with any demur, protest or contest or reservation. In case of any conflict between statutory requirements and the safety rules of the government the later shall be binding on the contractor, unless the statutory provisions are more stringent.
 - 11 Contractor has to make their own arrangements for accommodation and transport and amenities like medical etc. for their crew/ staff at the site at their own cost.
 - 12 In case there is a total failure/operation failure of the crane due to any reason what so ever, the contractor should rectify the defect immediately and contractor shall arrange suitable substitute crane during such time. However the hire charges for the substitute crane will be paid subject to the condition. In case contractor failed to do so, VGTPS will make alternative arrangement at the risk and cost of the contractor.
 - 13 A log book giving full operation /maintenance/ downtime, if any details shall be maintained by the contractor at site and regularly endorsed by the site engineer through his signature on daily basis or as per the site procedure.
 - 14 In case of operator's absence the contractor shall arrange alternative operator immediately for continuation of the site work so as not to hamper the time schedule as per overhauling programme. In case contractor failed to do so, VGTPS will make alternative arrangement at the risk and cost of the contractor.

- 15 If the crane became idle due to failure attributable to its own mechanism what so ever reason the idle hour for making the crane ready will be deducted from the hire charge on pro rata basis of the accepted hire rate or shall be compensated by working the lost hour during extended time on the same day or on Sunday / holidays at the discretion of VGTPS site Engineer.
- 16 The crane shall be provided with operator and maintenance staff and should be in good working condition.
- 17 The crane with all accessories, operator, helper, maintenance staff etc. should be transported and physically mobilized to VGTPS site within two days from the notice/ direction of the site in charge.
- 18 The contractor and his personnel shall cooperate with VGTPS site Engineers and all consumable requirements for regular daily running of the crane shall be provided by the contractor.
- 19 The contractor should provide adequate number of operators, helpers, and maintenance personnel to ensure to trouble free uninterrupted operation and services of the crane at site.
- 20 Normally the maintenance / greasing activities in the crane shall be done by the contractor during Recess period so that no working hours is lost for outage of the crane. However any break down / repair of the crane shall be immediately attended by the contractor at his own cost and risk. The contractor should have adequate spares and consumable with the required tools and tackles at site for attending repair works in time.

Note: The daily starting time will be decided based on the requirement. Hence operator has to report as per the direction of site in charge.

23.0 Compliance of EPF & ESI Act:

- a) The Contractor is required to comply with all the relevant provisions stipulated in the EPF & MP Act 1952 and scheme provisions and extend PF benefits in respect of contract workers engaged for specific work. The contractor has to comply with ESI Act 1948 and the scheme provisions and extend the ESI benefits to the contract workers of TANGEDCO which comes under the purview of ESI Act 1948 through the respective contractors and if the revenue village ,where the office located comes under the ESI implemented area.
- b) The contractor should have taken separate EPF main code number.
- c) The Contractor should have taken separate ESI main code number & to comply to ESI Act 1948 in respect of the contract workers engaged for works contracts for and inside TANGEDCO premises which comes under the purview of ESI Act 1948. The EPF main code number can be obtained from the Assistant Provident Fund Commissioner and the ESI main code number can be obtained from the ESI Authorities concerned.
- d) The Contractor shall be responsible for the payment of necessary EPF & ESI contributions - both Employer's and Employee's contributions- as per the provisions of the EPF & ESI Act in respect of the actual number of workers engaged for the specified works and the actual wages paid to them.
- e) The Contractor shall submit necessary returns to the EPF & ESI Organisations within the stipulated time as required under the said EPF & MP Act & ESI Act.
- f) The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF & ESI Act in respect of the execution of the Tendered work.
- g) In case the contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and ESI Act and consequently it happens that TANGEDCO., has to meet such requirements of the said

Act or Statutory Provisions in the capacity of Principle Employer, TANGEDCO., shall make good such requirements out of money due & payable to the said contractor and further the performance of the said contractor in this regard will be noted for all future contracts of TANGEDCO.

- i) The contractor who claims exemption under the ESI Act shall produce the exemption order obtained from the Government/ ESI organization and for those areas that are not covered under the purview of the ESI Act, necessary evidences 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 Act.
- j) In such cases, where the revenue village in which work is being carried out has not been covered under the implemented area of ESI Act, the Contractors should ensure the medical benefits for the Contract Workers engaged by them for the works and to take relevant group insurance policies with the applicability for giving compensation to the workers”.

24.0 Compliance of Contract labour (Regulation & Abolition) Act, 1975

The Contract should have labour license number at the working place area and should be submitted in working place before taking up the works. The details should be furnished in TANGEDCO portal.

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

”

SCHEDULE – A

PRICE SCHEDULE OF WORK

Name of the work : VGTPS-Phase-II- Providing 200 Ton & 14 Ton hydraulically operated mobile Crane, 7 Ton capacity Fork lift and Low bed trailer with required operating personnel to carry out the lifting activities during the Major inspection of Gas Turbine and inspection of Gas Turbine generator at Valuthur Gas Turbine Power Station ,Ramnad as per the direction of site Engineer.

Specification No : SE/M/GTS/OT -15/2022-23

Period of work : 35 days from the date of commencement of work.

| Sl.No. | Description | Qty | Rate/Unit Rs. | Amount in Rs. |
|---------------|---|------------|--------------------------|--------------------------|
| 1. | Hire charges for 200 Ton capacity Telescopic crane for dismantling of GT and assembling of GT for 35 days including overtime. | 35 days | To be quoted in online | To be quoted in online |
| 2. | Hire charges for 14 Ton capacity Hydra 1 No. for 35 days including overtime | 35 days | -do- | -do- |
| 3 | Hire charges for Low bed Trailer 1 No for 2 days including overtime | 2 days | | |
| 4. | Hire charges for 7 Ton capacity Fork Lift 1 No for 35 days including overtime | 35 days | -do- | -do- |
| | Percentage of GST (if applicable) | | To be quoted in online | |

**COMPANY SEAL
DATE**

**SIGNATURE
DESIGNATION
COMPANY
NAME**

SCHEDULE – B

DEVIATION FROM COMMERCIAL SPECIFICATION

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

| SECTION NO | CLAUSE NO | DEVIATION |
|-------------------|------------------|------------------|
| | | |

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

**COMPANY SEAL
DATE**

**SIGNATURE
DESIGNATION
COMPANY
NAME**

SCHEDULE-C

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

(To be filled in by the tenderer)

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

**COMPANY SEAL
DATE**

**SIGNATURE
DESIGNATION
COMPANY NAME**

SCHEDULE – D

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED SPECIFICATION NO.SE/M/GTS/OT- 15 /2022-23

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

Sir,

Having examined the above specification together with the accompanying schedules etc., we hereby offer to provide 200 Ton Crane, 14 Ton capacity Hydra, 7 Ton capacity Fork lift and low bed trailer facility covered in this specification at the rates entered in the attached schedule of work.

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

b) In accordance with Security deposit clause, Section-V of the specification we agree to furnish security deposit to the extent of 5% of the total value of the contract.

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

Yours faithfully,

**PLACE :
DATE :
COMPANY SEAL :**

**SIGNATURE :
DESIGNATION :
COMPANY :**

SCHEDULE -E

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

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

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

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

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

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

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

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

or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of the cause might arise within the jurisdiction of such courts.

IN WITNESS WHEREOF THIRUof

the contractor hereby puts his hand and seal for due observance of the

Undertaking in the presence of the following witnesses.

SIGNATURE WITH SEAL

WITNESSES:

**(Signature with Name and
Address) 1.**

2.

SCHEDULE - F

BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

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

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

In the presence of witnesses:

- 1.
- 2.

Signature with seal of the Bank

(Name in Block letters)

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

SCHEDULE -G

(E-Tender) TENDER ACCEPTANCE LETTER

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

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

Date:

To

The Chief Engineer,
Gas Turbine Schemes,
5th Floor, Western Wing,
144, NPKRR Maaligai,
Tamil Nadu Generation and Distribution Corporation,
Anna Salai, Chennai-2,
Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No:-----

Name of Tender/Work:

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

BIDDER PAN NO :

ANNEXURE - I

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

To
The Chief Engineer /GTS,
TANGEDCO.

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

(OR)

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

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

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

(OR)

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

Signature of bidder with Company Seal.

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

ANNEXURE – II

CHECK LIST FOR BID QUALIFICATION

(TO BE UPLOADED IN Part –I “COMMERCIAL AND TECHNICAL BID)

| Sl. No. | Particulars | Bidder's response |
|---------|--|-------------------|
| 1. | Name and Address of the Firm/Company | |
| 2. | Address of the Registered office, Phone Nos. etc | |
| 3. | Address of the Factory/Works, Phone Nos. etc. | |
| 4. | Fax No. for correspondence and E-Mail address | |
| 5. | (a) Confirm whether the tenderer has already extended the Crane service to any of the Power Generating Stations of TANGEDCO/Govt. Organisations/Public sector Undertaking/Other State Electricity Boards within a period of last ten years (b) If yes, whether documentary evidence is enclosed (c) If so, list the documentary evidence | Yes/No |
| 6. | Whether the bidder is old supplier to the TNEB | Yes/No |
| 7. | Annual Turn over of the Bidder for the last three years 2018-2019 2019-2020 2020-2021 | |
| 8. | a) Whether documentary evidence produced for the annual turn over. b) If so, whether certificate from auditor furnished or copies of audited annual statement of accounts furnished | Yes/No |

DATE :

SIGNATURE OF THE TENDERER

PLACE

NAME :

STATUS IN THE COMPANY (AFFIX SEAL OF THE COMPANY)

ANNEXURE-III.

CHECKLIST FOR COMMERCIAL TERMS.

(TO BE UPLOADED IN Part –I “COMMERCIAL AND TECHNICAL BIDS)

| Sl. No. | Particulars | Bidder's response |
|---------|---|--|
| 1. | EARNEST MONEY DEPOSIT: (i) Amount (ii) Mode of payment (iii) If exempted state whether the bidder is (iv) If SSI unit state whether copy of duly attested Permanent Registration Certificate enclosed (v) Whether the material tendered is included in the certificate (vi) Validity of the permanent registration certificate (vii) Whether undertaking on a non-judicial stamp paper of value more than Rs.80/- (Rupees Eighty) enclosed in lieu of EMD | Rs. E - Receipt Permanent EMD/Undertaking SSI unit of Tamil Nadu/SSI unit registered with NSIC/Unit of Government of Tamil Nadu Yes/No Yes/No Yes/No Yes/No |
| 2. | Whether the offer is valid for a period of 90 (Ninety) days from the date of opening of commercial/Technical bids | Yes/No |
| 3. | PRICE: i) Whether quoted firm price valid for the entire contract period ii) Whether the quoted price contain the following breakup price a) Hire charges for 200 Ton capacity Telescopic crane for 35 days including overtime. b) Hire charges for 14 Ton capacity Hydra for 35 days including overtime. c) Hire charges for 1 No Low bed trailer for 2 days. d) Hire charges for 7 Ton capacity Fork lift for 35 days e) GST Applicable | Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No |

| | | |
|----|---|---|
| | <p>iii) Confirm that any additional amount of GST due to upward revision on account of increase in turnover during the contractual period shall be borne by the tenderer.</p> <p>vi) Confirm that the price quoted is after taking into account of the Input tax credit benefit</p> <p>vii) Whether the tenderer is agreeable in case of delayed delivery, the GST prevailing on the date of actual delivery or the GST applicable on the date of contractual delivery date whichever less shall only be payable.</p> | <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> |
| 4. | <p>Whether the tenderer is agreeable for the following clauses specified under Section V of the specification.</p> <p>i) Payment terms</p> <p>ii) Security Deposit</p> <p>iii) Contract period</p> <p>iv) Liquidated damages</p> <p>v) Jurisdiction for legal proceedings</p> | <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> |
| 5. | <p>i) Whether tenderers furnished their Permanent Account Number (PAN) in their offer.</p> | <p>Yes/No</p> <p>PAN No.</p> |

DATE :
PLACE:

SIGNATURE OF THE TENDERER
NAME :
STATUS IN THE COMPANY
(AFFIX SEAL OF THE COMPANY)