



TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

**SPECIFICATION FOR
Design, Development, Testing and Implementation of Web
Based Application Software for end to end Shipping process for
TANGEDCO, Chennai along with maintenance support for a
period of one year through e-tendering.**

**(Through NIC Platform)
SPECIFICATION NO.CC-06/2022-23
OFFICE OF THE CHIEF ENGINEER
INFORMATION TECHNOLOGY
144, ANNA SALAI
CHENNAI-600 002
TAMIL NADU.**

**Service Provider: National Informatics Centre
Website for online bid submission: <https://tntenders.gov.in/> or
<https://tntenders.gov.in/nicgep/app>**

INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER UNDER TWO PART SYSTEM

The bidders are required to submit soft copies of their bids electronically on the TAMILNADU E PROCUREMENT Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the TAMILNADU E PROCUREMENT Portal, prepare their bids in accordance with the requirements and submitting their bids online on the TAMILNADU E PROCUREMENT Portal. More information useful for submitting online bids on the TAMILNADU E PROCUREMENT Portal may be obtained at: <https://tntenders.gov.in/nicgep/app>

A.REGISTRATION

Bidders are required to enroll on the e-Procurement module of the Tamilnadu E procurement Portal (URL: <https://tntenders.gov.in/nicgep/app>)

- a) By clicking on the link "**Online bidder Enrollment**" on the TAMILNADU GOVERNMENT E- PROCUREMENT portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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 TAMILNADU GOVERNMENT E PROCUREMENT Portal.
- d) 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.
- e) 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.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the TAMILNADU E PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization 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 keywords etc. to search for a tender published on the TAMILNADU E PROCUREMENT Portal.
- b) 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 TAMILNADU E PROCUREMENT Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- c) 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.

C) PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) 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 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.
- c) 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.
- d) 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.

D. ELECTRONIC SUBMISSION OF BIDS :

The bidder shall submit online the requirements under EMD, 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:

- a) Bidder should log into 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document.

- e) 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 format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded 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 etc). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) 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.
- g) 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) 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.
- i) 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.

E) ASSISTANCE TO BIDDERS :

- a) 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.
- b) Any queries relating to the process of online bid submission or queries relating to TAMILNADU GOVERNMENT E PROCUREMENT Portal in general may be directed to the 24x7 TAMILNADU GOVERNMENT E PROCUREMENT Portal Helpdesk.

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD

SPECIFICATION NO. CC- 06/2022-23
INVITATION FOR BID

For and on behalf of TANGEDCO, E-tenders are invited under Open Tender –Two part system for the following work:

1)	Tender Specification No.	:	CC-06/ 2022-23
2)	Name of the work	:	Design, Development, Testing and Implementation of Web Based Application Software for end to end Shipping process for TANGEDCO, Chennai along with maintenance support for a period of one year through e-tendering.
3)	Requirement	:	As per technical specification
4)	Method of Tender	:	E-Tender System Online Part I- Techno-Commercial Bid and Part II- Price Bid through https://tntenders.gov.in/or https://tntendersgov.in/nicgep/app
5)	(a) Earnest Money Deposit (EMD)	:	Rs.96,000/- (Rupees Ninety Six thousand only) to the following TANGEDCO's Collection Account . EMD can be paid through RTGS/NEFT or by way of account transfer to TANGEDCO's account as below: Account No. : 0911201003004 Name of Bank : CANARA BANK 800, Electricity Avenue, Mount road Anna Salai, Chennai-2. IFSC Code : CNRB0000911
	(b) Permanent Earnest Money Deposit(PEMD) Holders	:	The PEMD holders of Rs.20 Lakhs and above with TANGEDCO are eligible to participate in the tender.
6)	URL for online bid submission for e-tender	:	https://tntenders.gov.in/ <i>or</i> https://tntenders.gov.in/nicgep/app
7)	Tender document download start date and time	:	30.05.2022 @17.00Hrs
8)	Bid submission start date and time	:	06.06.2022 @ 11.00Hrs
9)	Bid submission closing date and time	:	15.06.2022 @ 14.00 Hrs

10)	Last date & time for submission of EMD	:	15.06.2022 @ 12 .00Hrs (The EMD amount has to be received in TANGEDCO account through e payment by two hours before date of closing time of online submission of e-tender) . Proof for the same may be uploaded in e-portal
11)	Pre-bid meeting	:	NIL
12)	Date & time of opening of tender electronically	:	16.06.2022 @14.30Hrs
13)	Specification at website	:	The tender specification will be placed at TANGEDCO web site (www.tangedco.gov.in), TN Govt. website (www.tenders.tn.gov.in) and NIC's portal https://tntenders.gov.in/nicgep/app . The prospective bidders may download the same.
14)	Documents to be uploaded by the Tenderers during e- submission	:	The Price Bid (BOQ) and all documents scanned in support of the following shall be uploaded with the bid : 1. EMD/ Exemption of EMD 2. BQR 3. All Schedules and other documents whichever is applicable as per the tender Specification requirements.
15)	Clarification to be sought for from	:	The Chief Engineer /Information Technology 6 th Floor/Western Wing /NPKRR Maaligai, 144 Anna Salai, Chennai 600002. Email: ceit@tnebnet.org
16)	Place at which tenders will be opened	:	Office of the Superintending Engineer, Information Technology - 1, 6 th Floor/ Western Wing /NPKRR Maaligai, 144 Anna Salai, Chennai 600002. Email: se1it@tnebnet.org

NOTE:**1. EMD:**

- i. EMD can be paid through RTGS/NEFT or by way of account transfer.
- ii. In case of RTGS/NEFT/Account transfer of EMD amount, the same should be credited to TANGEDCO's Account before 2 hours of closing time of tender and the scanned copy of the e-transaction receipt/bank account scroll of bidders

- has to be uploaded.
 - iii. In case of exemption of EMD, attested copy of the proof of exemption and documents in support of investment held in plant and machinery has to be scanned and uploaded.
 - iv. The bids not uploaded with EMD proof as above will be summarily rejected.
- 2.** In the event of the specified date of opening of bids being declared holiday, the bid shall be opened on the next working day at the same time and venue.
- 3.** Bid document can be downloaded free of cost and submitted online through the website <http://tntenders.gov.in/nicgep/apponly> by those bidders, who are having valid Digital Signature Certificate and the bid document cannot be purchased by remitting the cash and no pre request for issue of bid document will be entertained .
- 4.** The Contractors who had downloaded the Bid document from the website shall submit the Bid document through NIC Website before the scheduled time of submission. The electronic bidding systems would not allow any late submission of bids.
- 5.** The Tenderers shall ensure whether any Clarification/Amendment/ Corrigendum is issued to the bid, before submission of their Tender, by visiting the respective Website regularly.
- 6.** For other details, refer "**Instruction to Bidders**" in the tender document.

SPECIFICATION NO. CC. 06 / 2022-23

INDEX

SECTION-I	:	EARNEST MONEY DEPOSIT
SECTION-II	:	BID QUALIFICATION REQUIREMENTS
SECTION-III	:	REJECTION OF TENDERS
SECTION-IV	:	INSTRUCTIONS TO THE TENDERERS
SECTION-V	:	COMMERCIAL
SECTION-VI	:	TECHNICAL
SCHEDULE-A	:	SCHEDULE OF PRICES
SCHEDULE-B	:	DECLARATION FORM
SCHEDULE-C	:	STATEMENT OF SUPPLY ORDERS EXECUTED
SCHEDULE-D	:	DEVIATION FROM TECHNICAL SPECIFICATION
SCHEDULE-E	:	DEVIATION FROM COMMERCIAL SPECIFICATION
SCHEDULE-F	:	QUESTIONNAIRE
SCHEDULE-G	:	UNERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS.
SCHEDULE-H	:	UNDERTAKING TOWARDS INPUT TAX CREDIT
ANNEXURE – I	:	GENERAL CONDITIONS (STATUTORY COMPLIANCES)

SECTION – I EARNEST MONEY DEPOSIT

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

1.1. Earnest Money Deposit: Rs.96,000/- (Rupees Ninety Six Thousand only)

2.0. Mode of Payment:

2.1. The Earnest Money Deposit amount specified above should be transferred to the following TANGEDCO's account through NEFT/RTGS/Bank transfer.

Account Name : TANGEDCO Collection Account
Account No. : 0911201003004
Name of Bank : Canara Bank
IFSC Code : CNRB0000911

2.2. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The bidders who are willing to remit EMD through Bank Account by way of account transfer of same bank are requested to place a copy of bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank, bank account number of the bidder and IFSC code. The EMD amount has to be received in TANGEDCO COLLECTION account through e-payment, 2 hours before the closing time of tender. EMD amount received beyond tender closing time will be summarily rejected.

2.3. Any other mode of payment of EMD other than NEFT/RTGS/Bank account transfer shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.

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

PEMD	For Tenders of value
------	----------------------

Rs.20,00,000/- or above	: Up to Rs. 10 crores .
-------------------------	-------------------------

Firms who have PEMD less than that specified above are not eligible to participate on the basis of the PEMD deposited by them even for lesser quantity and value. Scanned copy of proof of PEMD shall be uploaded along with the tender. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller/Purchase.

3.0. EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (EMD):

The following categories of Industries are exempted from payment of EMD:

- i) SSI Units located inside and outside the state registered under Udyam portal for the tendered item (clearly mentioning the 5 digit NIC code)
- ii) Departments of the Government of Tamil Nadu.
- iii) Undertakings and Corporations owned by the Government of Tamil Nadu.
- iv) Labour Contract Co-operative Societies of Tamil Nadu
- v) Tiny Industries classified under S.S.I. registered in UDYAM for the tendered item.
- vi) The Tenderers who are having valid Permanent EMD with TANGEDCO.

3.1. Micro/SSI units having UDYAM registration alone is eligible for exemption and shall upload Udyam Registration Certificate as proof of eligibility for exemption from payment of EMD.

3.2. The bidders who have examined the tender specification together with Schedules attached, participated in the tender by availing EMD exemption is deemed to accept to pay the amount equivalent to EMD amount as stipulated under Clause No.1 above, with costs if any, in the event of non - fulfillment of the conditions stipulated in the tender specification (i.e.) in all cases where EMD paid is to be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.

3.3. The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.

- 1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
- 2. If he revises any of the terms quoted during the validity period.
- 3. If he violates any of the conditions of the tender specification.

4.0. Government of India, Ministry of MSME Notification :

4.1. Government of India, Ministry of MSME, vide notification No.S.O.2119(E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in Udyam Registration Portal to obtain an e certificate Viz. Udyam Registration certificate calculation of turnover, calculation of investment, Registration of existing Enterprises and Updation and transition period in classification. The above notification may be adhered to by the tenderers and TANGEDCO will adopt the guidelines issued therein in evaluation of bids submitted by the tenderers.

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

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

4.3. Registration of existing enterprises:

i) All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.

ii) All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.

iii) Government of India, Ministry of MSME vide notification No.S.O.27B(E) dated 19.01.2022 has amended the validity of the existing enterprises registered prior to 30.06.2020 up to 31.3.2022 from 31.12.2021, i.e. extended the validity period of existing enterprises prior to 30.06.2020 through UAM, EM-Part II etc., from 31.12.2021 to 31.03.2022.

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

4.4. If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section III, Clause-I (a) and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TANGEDCO/TANTRANSCO tenders.

5.0. The EMD will not carry any interest.

6.0. 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 cum performance Guarantee.

7.0. The Bidders are informed that mere uploading of bid by the Bidder, who has exempted from EMD payment, shall be considered as token of acceptance of the bidder to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfillment of conditions stipulated in the Tender Specification i.e., in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the Bidder.

7.1. The MSME units with Micro and Small category who have registered under UDYAM Portal for the tendered item shall upload attested Photocopy of UDYAM Registration certificate as a proof of eligibility for exemption from payment of EMD.

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

9.0. 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 as detailed below:

In case the investment held by the tenderer (Micro and Small Enterprises with Udyam registration) in Plant and Machinery and annual turnover exceeds the prescribed limit stipulated (cl.4.2) or the criteria specified for registration prior to 1.7.2020, 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.

10. (i) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/ IT-2 with pre-stamped receipt after intimation of the rejection / non-acceptance of their tender is sent to them .

(ii) The EMD deposit will be refunded to the successful tenderers on receipt of the detailed Purchase order and also after submission of Security cum Performance Guarantee.

11.0. The following documents as applicable shall be uploaded by the bidder 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/ BANK TRANSFER.
- ii) The proof for PEMD with TANGEDCO.
- iii) The proof of exemption of EMD with documents in support of investment held in plant and machinery and Annual turnover.

12.0. The Earnest Money Deposit (EMD) made by Tenderer will be forfeited after e-tender opening if:

- (a) They withdraw his tender or backs out after acceptance.
- (b) They withdraw his tender before the expiry of validity period stipulated in the Specification or fail to remit the Security Deposit cum performance Guarantee.
- (c) They violate any of the provisions of these regulations contained herein.

- (d) They revise any of the terms quoted during the validity period.
- (e) The documents furnished with the offer is 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) If the tenderer participating with PEMD backs out, an amount equivalent to EMD of this tender will be forfeited.
- (g) If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section III, Clause-I (a) and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TANGEDCO/ TANTRANSCO tenders.
- (h) GST @ 18% shall be recovered additionally from the Supplier/Contractor/ Tenderer as per the GST provisions for forfeiture of EMD/SD cum Performance Guarantee.

SECTION – II

BID QUALIFICATION REQUIREMENTS (BQR)

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

- 1) The bidder should have executed atleast 2 Nos. of projects for Design, Development, Testing and Implementation of Web Based Application Software for end to end Shipping process over the last five (5) years to any of the Power utilities/ State Electricity Boards /DISCOMs/ Government/ Public Sector Undertakings / Corporate Sector as on the date of tender opening. Copy of Purchase Orders along with the Performance certificate for the corresponding P.O.s from end users for satisfactory performance shall be furnished in proof of the above.
- 2) The bidder should be a company registered under Companies Act and operating in India for more than 5 years. Certificate of incorporation or certificate of registration issued by the registrars of companies should be furnished as documentary evidence.
- 3) The Bidding Company should possess ISO 9001:2015 and also ISO 27001:2013 certificate valid as on the date of tender opening and copy of the certificate shall be furnished.
- 4) The Annual Turnover of the tenderer shall be more than Rs. 25 lakhs during any one of the last three financial years (i.e, 2018-19, 2019-20 & 2020-21). The tenderer shall furnish either the annual turnover certificate certified by Chartered Accountant or Annual Statement of Accounts ie P&L Account and Balance Sheet certified by Chartered Accountant in support of Annual Turn Over. Proof of documents should be furnished for all the three years.
- 5) The Bidding Company should have its own office at Chennai for which a documentary proof has to be furnished. If office is not already in Chennai at the time of bidding, successful bidder shall have to establish one within 30 days of award of contract. An undertaking should be given for opening its own office in Chennai within 30 days from the date of receipt of Purchase Order along with the bid.
- 6) The experience as the main contractor shall only be considered for satisfying the experience criteria specified above. The experience as a sub contractor shall not be considered for qualifying the experience criteria specified above and the offer of such tenderers shall be summarily rejected.
- 7) Currently Bidder shall not be blacklisted/ banned / disqualified/ declared ineligible / declared having dissatisfactory performance by any government / quasi-government authority in India for supply of materials/ carrying out operations and

maintenance work. An undertaking by an authorized signatory of the company needs to be submitted in this regard.

The offers of Bidders not satisfying the above "Bid Qualification Requirements" will be summarily rejected.

SECTION – III

REJECTION OF TENDERS:

- I. Tenders will be **SUMMARILY** rejected if :
 - (a) The EMD requirements are not complied with,
 - (b) The Bid Qualification Requirements as per Section-II of this Specification are not satisfied.

- II. Tender is **liable** to be rejected, if it is
 1. Not quoting the rate for all items in Price schedule-BOQ template
 2. not in the prescribed form.
 3. not properly signed by the tenderer.
 4. from any blacklisted Firm or Contractor
 5. received after the expiry of the due date and time.
 6. received by Telex/Telegram./ FAX / E-Mail
 7. not in conformity with TANGEDCO's Commercial terms and Technical Specifications.
 8. received from a tenderer who is directly or indirectly connected with Government service or TANGEDCO service or services of Local Authority.
 9. from a tenderer whose past performance/vendor rating is not satisfactory
 10. validity period quoted is less than that stipulated in the Specification.
 11. not containing all the required particulars as per Schedules
 12. the offers are received from consortium of SSI Units like SIDCO, NSIC and other Agents and Dealers.
 13. If Questionnaire as per schedule-F is not duly filled up and properly signed by the tenderer
 14. Proof of GSTIN number not provided.

SECTION - IV

INSTRUCTIONS TO TENDERERS

- 1.1 E- tenders in Two part System containing (a) Technical Bid with commercial terms and (b) Price Bid, will be received on-line for and on behalf of Tamil Nadu Generation and Distribution Corporation Ltd., herein after referred as TANGEDCO. All the tenders shall be prepared and submitted electronically strictly in accordance with the Instructions set forth herein.
- 1.2 The tender documents are available in TANGEDCO web site (www.tangedco.org), in Tamil Nadu Government website (www.tenders.tn.gov.in) and <https://tntenders.gov.in/nicgep/app>. The prospective bidders may get the Specification by downloading from the web site free of cost.
- 1.3 The tenderers who have downloaded the specification from the above TANGEDCO/Government/NIC websites shall ensure whether any clarification/ amendment is issued to the specification, before submission of their tender, by visiting the websites.

2.0. THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998 :

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

2.2. THE TENDERERS WHO DO NOT FULLFILL 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.**

3.0 SCOPE OF WORK :

The scope of work is to Design, Development, Testing and Implementation of Web Based Application Software for end to end Shipping process for TANGEDCO, Chennai along with maintenance support for a period of one year through e-tendering.

4.0 SUBMISSION OF TENDER OFFER:

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

TWO PART TENDER:

The e-Tenders shall be in Two Part as detailed below.

i) Part I shall contain:

- (a) Proof for payment of EMD/Exemption from payment of EMD
- (b) Documentary evidences to satisfy the Bid Qualification Requirement and all required technical and commercial documents as required in the Specification.

ii) Part II shall contain the PRICE BID only.

If the price bid/price schedule is indicated/uploaded along with the technical bid, the offer will be summarily rejected.

4.2 The Tender Offer consisting of all Schedules 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.

5.0 Modifications/ Clarifications to Tender Documents:

5.1. At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login .

5.2 In case any tenderer asks for a clarification to the tender documents before 48 hours of tender sale closing date & time, Chief Engineer / IT/ TANGEDCO/ Chennai-2 will clarify the same.

5.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer / IT/ TANGEDCO/ Chennai-2 on the clarifications will be final and binding on the Tender.

5.4 All tender offers shall be prepared by typing or printing in the formats uploaded with this specification.

5.5 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

6.0 QUOTATION OF RATES:

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

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

7.0. PRINTED TERMS AND CONDITIONS IN TENDERS:

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

8.0. INCOMPLETE TENDERS:

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

9.0 AMBIGUITIES IN CONDITIONS OF TENDERS:

9.1 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.

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

9.3 Tenderers shall bear all costs associated with the participation in the e-Tender and the purchaser will in no case be responsible or liable for these costs.

9.4 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.

Note: If the due date happens to be a holiday the tenders will be received and opened on the immediate succeeding working day without any change in the timings indicated.

9.5 If the tenderer has any doubt about the meaning of any portion of this specification, he should at once submit particulars thereof to the Chief Engineer/ IT in writing in order that the doubts maybe cleared before the submission of his tender.

9.6 If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the Chief Engineer/ IT, as per the time specified in NIT at least 48 hours before tender sale closing date & time. If this is not done and subsequent to the opening of the tenders, it is found that the doubts about the meaning or ambiguity in the interpretation of any of the terms and conditions stipulated in this specification are raised by the tenderer either in his tender or by a separate letter, the interpretation or clarification issued by the Chief Engineer/ IT, such of those terms and conditions of the specification as may be raised by the tenderer, shall be binding on the tenderer.

10.0 TENDER OPENING:

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

The Tender offers except price Bid will be **opened electronically at 14.30 Hrs. on the date notified at the Office of the Superintending Engineer /**

Information Technology-1, 6th Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600 002, through <https://tntenders.gov.in/nicgep/app> at scheduled date and time and this could be viewed by bidders online on the date and time mentioned as above.

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

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

If the last date set for submission of e-tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.

11.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:

11.1 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 GST rules governed.

11.2 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.

11.3 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) In case of discrepancy between the price quoted in words and figures, lower of the two shall be considered.
- (c) The evaluation will be made on total all inclusive price (i.e, Basic price and GST) of all the items tendered.

11.4 The amount of GST and percentage of GST shall be indicated in the offer. The total L1 will be taken into consideration.

12.0 VALIDITY:

12.1 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.

12.2 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.

13.0 RIGHTS OF THE BOARD:

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

- a) to vary the quantity finally ordered to the extent of 25% indicated in the Tender document.
- b) to split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the public interest.
- c) 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.
- d) to cancel the orders for not keeping up the delivery schedule.
- e) to vary the delivery period based on the requirement and contingencies at the time of placing the Contract.
- f) to accept the lowest eligible tender.
- g) to reject any or all the tenders or cancel without assigning any reasons therefor.
- h) 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.

13.2 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.

14.0. DEVIATIONS:

14.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

14.2 No alternate offer will be accepted.

15.0 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.

SECTION - V COMMERCIAL

1.0 SCOPE:

The scope of work is to Design, Development, Testing and Implementation of Web Based Application Software for end to end Shipping process for TANGEDCO, Chennai along with maintenance support for a period of one year through e-tendering.

2.0 PLACING OF ORDERS :

The award of contract will be issued to the successful tenderer with all TANGEDCO's terms and conditions, duly indicating the approved unit rates and the approximate quantity allotted. The approved rates will be FIRM.

3.0 PRICE:

3.1. The Tenderers are requested to quote FIRM PRICE only. The price will be FIRM and valid for entire period of contract .

3.2 The prices quoted should be as per Price Schedule. The tender offer should also contain the breakup details of all duties and taxes.

4.0 DEVELOPMENT SCHEDULE:

4.1 The Design , Development Testing & Successful Implementation of entire Web Based Application Software for end to end Shipping process including UAT shall be completed as follows;

- i. Submission of design document for proposed solution – 15 days from the date of receipt of P.O.
- ii. Alpha version of the developed software – 4 months from the date of acceptance of Design document.
- iii. Final version for UAT – 2 months from the date of acceptance of Alpha version.
- iv. Security Audit – 1 month after UAT to be done by vendor and certificate to be provided.
- v. 'Go Live' in production environment on completion of Security Audit.

4.2 Annual Maintenance Support period: One (1) year from the date of "Go Live"

4.3 During the Maintenance support period, the onsite Support Engineer shall be available in TANGEDCO's premises and has to attend the issues.

5.0 SOURCE CODE HANDOVER :

The final source code along with corresponding design document should be handed over to TANGEDCO along with documentation on the logic on approval of completion of development activity.

6.0 The bidder shall relinquish the right over the software after expiry of Annual Maintenance Support period. The source code maintained during Maintenance support period shall be handed over to TANGEDCO on expiry of Maintenance support period.

7.0 GST: Goods and Services Tax [GST] :

- i. Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.
- ii. The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.
- iii. Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria is set at Rs.10 lakhs. In simple words Every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakh / 10 Lakh as applicable will be required to register as a normal taxable person.
- i. GST Registration Number: TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TANGEDCO is 33AADCT4784E1ZC. The details are also posted in TANGEDCO webportal.
GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digit represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is represent check digit.
- ii. Transaction Value: The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec

15(1) States that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are-

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

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

Eligibility for composition scheme: Sec10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub-section (1), if-

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

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

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

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

The bidders should have registered under GST Act and furnish GSTIN. In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.

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.

Basic customs duty and IGST will attract for import items.

The L1 bidder will be insisted to furnish a declaration to effect that ITC benefit 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 has been passed on to TANGEDCO by way of commensurate reduction in prices and as such to declare that the bidder is extending Rs...../- of % as rebate in quoted price against input tax credit benefit. Otherwise, it is also to declare that bidder do not have any input tax credit benefit on account of GST applicable against this job. If it is established that bidder have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.

In the event of bidder declaring nil ITC benefit, certificate from chartered Accountant has to be submitted to support the above. Besides, it may also be specified suitably that the ITC declaration shall be submitted in non-judicial stamp paper of value not less than Rs. 100 as per Schedule - H.

GST is applicable on Liquidated Damages, Earnest Money Deposit / Security Deposit forfeited and on penal interest towards belated payment of Security Deposit.

TDS under GST is applicable for this tender and will be deducted @ 2% on each and every invoice of the contract as per section 51 of CGST Act 2017 notified by the Central Government Notification No.: 50/2018 dt.13.09.18.

GSTR-2A of TANGEDCO will be verified to ensure the remittance of GST.As and when suppliers uploaded their GSTR 1 returns, TANGEDCO's GSTR2A return will be downloaded from portal and shared with all units for verification of GST reimbursement claims of suppliers, so as to admit such claims at the time of P.O Closing.

8.0 INSURANCE:

The supplier shall arrange insurance for the items and all its accessories being supplied by them, through any of the Nationalised Insurance Companies. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses during transit, free of cost, lodge and recover claim from insurance Under-writers/Carriers.

9.0. PAYMENT:

9.1 The payment will be made by the Superintending Engineer/IT-2/ O/o CE/IT/Chennai - 02 through NEFT/RTGS on any one of the Nationalised Banks/ Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu. The Bank charges involved in making the payment will be to the account of the Tenderer. The contractor has to furnish the following details of the bank account to which the payment to be credited in the invoice.

1. Name of the account holder
2. Name of the bank
3. Branch
4. Account No.
5. IFSC code of the branch

9.2 The successful bidder shall obtain the approval from the Chief Engineer/ Mechanical/Coal/Chennai-02 for the User Acceptance Certificate for Design, Development, Testing and Successful Implementation of entire Web Based Application Software for end to end Shipping process .

9.3 Payment for Development :

90% payment will be released, on successful completion of User acceptance & Security Audit, within 90 days from the submission of bills with required documents after deducting applicable Liquidated Damage, penalty and other recoveries, if any.

Balance 10% payment will be released after completion of annual maintenance support period successfully after deducting applicable Liquidated Damage, penalty and other recoveries, if any.

9.4 **PAYMENT FOR AMC:** 25% of the AMC charges shall be made on Quarterly basis at the end of each quarter, after deducting applicable Liquidated Damage, penalty and other recoveries, if any within 90 days from the submission of bills. Payment towards the support for a part of the month shall be paid for the fractional period only.

For delayed payment, the TANGEDCO will not pay interest on any account.

9.5 The bills for payment will be passed only after the approval/ acceptance of the following:

- a) User Acceptance Certificate
- b) Security Deposit cum Performance Guarantee for 5% value of the order
- c) Undertaking towards Jurisdiction for legal proceedings in a non-judicial stamp-paper of value Rs.80/-
- d) As per sec 171 of CGST Act, declaration towards the benefit of input tax credit.
- e) GST Registration Certificate
- f) After obtaining documentary evidences for having paid EPF & ESI contributions.

g) After obtaining the Statutory compliance clearance certificate.

9.6 The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organisation in order to claim the Bills for the respective works.

9.7 The contractor should produce the proof of payment of contribution - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.

9.8 The contractor have to obtain the Statutory Compliance clearance certification for the work contracts. The bills for payment will be processed after obtaining statutory compliance clearance certificate.

9.9 In cases of delay in completion of work , the work will be accepted subject to the following conditions.

- a) There should be no declining trend in prices.
- b) Payment will be released as per the recent purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damages for belated supply of items.
- c) TANGEDCO reserves the right to accept or reject the delayed belated issue of work without assigning any reason there for and take action as per the other terms and conditions of this specification.

10.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :

10.1 The successful tenderer will have to furnish 5% of order value as the Security Deposit cum Performance Guarantee in the form of electronic mode of payment or DD/Banker's Cheque or irrevocable Bank Guarantee. The security deposit will not carry any interest and shall be valid for the entire contract period.

10.2 In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee to 5% of the order value.

10.3 The successful tenderer will have to furnish the Security Deposit cum Performance Bank Guarantee within 30 days from the date of receipt of P.O. In the event of failure to remit Security Deposit cum Performance Bank Guarantee within the prescribed period, EMD shall be forfeited and order will be cancelled. The award may be made to L2 tenderer. The belated Security Deposit shall not be accepted.

10.4 The Security Deposit Cum Performance Guarantee will be refunded 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 breach of any of the clauses or any other amount arising out of the contract becomes payable by the contractor to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the Security

Deposit cum Performance Bank Guarantee and such amount that is appropriated will not be refunded to the contractor .

10.5 Failure to comply with the terms regarding Security Deposit cum Performance Guarantee set out in the contract order within the stipulated time by the successful tenderer will entail in the cancellation of the contract without any further reference to contractors.

10.6 The Security Deposit cum Performance Guarantee will be released on completion of contract.

10.7 In the event of furnishing Bank Guarantee towards Security Deposit, the validity of the Bank Guarantee if required shall have to be extended till completion of contract.

10.8 In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TANGEDCO within the date of expiry of the existing Bank Guarantee. In case of failure to submit such extended Bank Guarantee within the due date (expiry date), TANGEDCO shall invoke the Bank Guarantee by addressing the Bank directly.

10.9 The GST is applicable for Security Deposit cum Performance Guarantee forfeited.

11.0 INCOME TAX:

Income Tax will be recovered from the contractors every running bill at the prevailing rate of tax in force with amendments issued from time to time as per the Income Tax Act.

12.0 PENALTY:

(a) Absence of onsite Support Engineer:

The TANGEDCO shall deduct a sum of Rs.500/- per day as penalty for each day of absence of onsite Support Engineer.

b) If the contractor fails to provide the support as per the schedule of works to be carried out in a month that will be communicated during the first week of every month with mutually agreed stipulated time line for each work, 2% of the P.O value shall be deducted per day or part thereof for every day beyond stipulated period for the rectification.

This penalty is applicable in addition to LD clause stipulated. The penalty will attract applicable GST.

13.0 SAFETY REGULATIONS :

The contractor shall have to ensure that the workmen follow all instructions such as making entry in the log card for all works carried out on the equipment obtaining authorised signature for all the works done and observe all precautions against accidents and injuries while at works as required by the relevant rules and it should be the obligation of the contractor to pay compensation, if any, to the workers as per the TANGEDCO in this regard. The contractor should insure all his workmen against any accident or injury in respect of this work. The TANGEDCO will not be responsible for labour charges towards EPF and ESI and for any accidents to the labourers employed by the contractor due to their negligence, carelessness, and non observance of rules.

14.0. LIQUIDATED DAMAGES:

14.1 The commencement of contract as specified should be guaranteed by the contractor under the liquidated damages clause given below:

14.2 If the supplier fails to complete the work within the time specified or any extension thereof, TANGEDCO shall recover from the supplier as liquidated damages, a sum of half percent (0.5%) of the order value for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the total order value.

14.3 If activities to be rendered against this Purchase Order are made by the supplier beyond the period specified by the TANGEDCO and if they are accepted by the TANGEDCO, such acceptance is without prejudice to the TANGEDCO's rights to levy liquidated damages for the delay in completion.

14.4 The TANGEDCO will also be at liberty to cancel the order if the activities are not completed as per the completion period notwithstanding its right to claim liquidated damages for the belated completion and incompleteness of the activities as on the date of cancellation.

14.5 If there is any downward trend in prices on account of belated completion, the contractors have to accept the same with the levy of liquidated damages for belated completion.

14.6 The defaulting contractors will be made liable to pay to the TANGEDCO in addition to liquidated damages for delay, the actual difference in price, wherever TANGEDCO orders the delayed quantity to be supplied/ executed by other agencies at a higher rate. This is without prejudice to other rights under the terms of contract.

14.7 The contractors are liable to pay the amount of loss sustained by the TANGEDCO in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the Board under the terms and

conditions of Purchase Order and in the event of placing orders for such quantities on some others at a higher price

14.8 Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.

14.9 Liquidated Damages is subject to GST and the same will also be deducted along with LD.

15.0. FORCE MAJEURE:

15.1 If at any time, during the continuance of the contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the 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 any claim for damages against the other in respect of such non performance or delay in performance and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

15.2 Provided that if the performance in whole or part by the supplier on 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 a notice in writing.

15.3. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay. It is hereby specifically agreed that time is the essence of the contract.

16.0. FAILURE TO EXECUTE THE CONTRACT:

16.1. Contractors failing to execute the order placed on them to the satisfaction of TANGEDCO under the terms and conditions set-forth therein, will be liable to make good the loss sustained by 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. Failure to execute the contract within stipulated time the tenderer will be recommended for black listed by giving due notice.

17.0. EFFECTING OF RECOVERIES:

TANGEDCO is empowered:

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

- b) To recover any dues against any other contracts of the contractor with TANGEDCO, with the available amount due to the contractor/security deposit against this contract.

18.0. GST REGISTRATION CERTIFICATE:

18.1. The tenderer should enclose with the tender, a copy of certificate of GST Registration with TIN Number.

18.2 The tenderer should quote PAN No. or other relevant details.

19.0. ARBITRATION ACT NOT TO APPLY:

19.1. TANGEDCO will not accept any arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provisions of Arbitration and Conciliation Act 1996 in the event of any dispute between the parties.

20.0. PAST PERFORMANCE:

The intending tenderers shall furnish the details of various work contracts for the similar scope of works executed by them during the last ten years as on the date of Tendering in the proforma enclosed in the Tender Specification and also the proof for having attended similar works along with their satisfactory performance. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the Tenderers in future.

21.0 DUES TO TANGEDCO

Amount due from the contractor to the TANGEDCO for default in any other contract will be adjusted from the pending payment of the contract awarded against this specification.

22.0 JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT)

No suit or any proceedings in respect of any matter arising in respect of this contract shall be instituted in any Court except in the High Court, City Civil Court at Chennai or at the Court of Small Causes at Chennai. It is agreed that no other Court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case any part of cause of action might arise within the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the Tamil Nadu then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Court. The successful Tenderer shall furnish an undertaking as

per Schedule - G in a non judicial stamp paper of Rs.80/- agreeing to the above condition.

23.0 STATUTORY COMPLIANCE CERTIFICATES

- 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.

24.0 TERMINATION OF CONTRACT:

TANGEDCO may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of One Month, sent to the Successful Bidder, terminate the contract in whole or in part, (i) if the Successful Bidder fails to execute the work within the time period specified in the Contract, or within any extension thereof granted by TANGEDCO ; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

25.0 CONFIDENTIALITY:

The successful bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of TANGEDCO.

The successful bidder shall keep confidential all the details and information with regard to the assignment, operations, management and maintenance of the systems.

TANGEDCO shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected bidder regarding any forbidden disclosure. The bidder shall be levied damages heavily in case of any data leak, unethical practices in office environment, security breach and disclosure of confidential information.

26.0 EPF & ESI:- The Contractor who desires to take up works contracts for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated under EPF & ESI Act. **(Annexure – I)**

SECTION – VI

TECHNICAL SPECIFICATION

BROAD SCOPE OF WORK

1. Defining and documenting the architecture and the detail design/development for the new web based application for capturing details of Coal transported through Rental Ships / Chartered Vessels. Design should be structured such that most of changes like enabling /disabling of any service should be through User Interface.
2. Defining the hardware specification for the new web platform. Creating detailed project deliverable documents (User Scenarios and workflows, User Requirements Specification, Detail Design Document, Test Case documents etc.).
3. The Software application / Online Portal should be based on Open Source Architecture with Postgre Sql / MySql as backend with no additional license cost and unlimited logins.
4. The New Web Application should follow the SOA architecture, so that functionalities of every module should be Service dependent. The application should have layer based architecture that is flexible enough to have limited impact changes throughout the layers of the application. The architecture must demonstrate loose coupling across layers, and must list flexibility constraints, if any.
5. Modules for stakeholders like TANGEDCO officials, PMC Agencies, Performance Factor Agencies, Fuel billers etc., should be integrated in a single web application. Creation of additional users and Privileges will be through Administrator.
6. All the history / existing data of the Utility, as received from TANGEDCO should migrate in the new system. There should not be any history / existing data loss.
7. Provision for all entitlements / privileges for all types of Profiles like as End Users, Super Users, IT Users, IT Administrators, DB Administrator and Super Administrator with password assistance through SMS and email. Role based access and authorization of various modules.

8. Report Requirement

- a. The Application should contain a Dashboard of tailor made MIS pages which shows output in the form of maps, charts with threshold limits.
- b. There should be dynamic report generation/analysis feature within the web application. User should be able to select required columns, filtration, sorting at runtime according to their access. The template can be saved for future use also.
- c. Authoring and maintaining templates for Email/SMS for each trigger (action against any updation). TANGEDCO has already hired a Bulk SMS facility from third party vendor, which is to be integrated by the vendor for this purpose. Further this is informed that the vendor for Bulk SMS may change in future. In view of the same, the vendor has to design and develop the system

such that it may cater to the change of the system of new form with few configurations here and there which may be documented and provided to TANGEDCO.

9. The Application should pass OWASP Top10 security check certificate to stop hacking attempts before going LIVE. A CERT-In empanelled auditor must certify that the application is found to be free of all OWASP Top 10 vulnerabilities. Managing security of the new system from all type of external attacks (like hacking, SQL Injection, Cross Side Scripting, Denial of Service Attack etc).

10. The vendor will be responsible for maintaining and managing the performance and real time display of the hardware / software system developed and implemented by them by configuring and optimizing Operating system, Database optimization and log management, backup, SSL, software updates/patches, minor updations etc. of the Production Environment during the contract period.

11. Bidder will be responsible for providing User Training, User Manuals for all types of users (including Administrator role) and Technical Documents. (Softcopy should be digitally signed by project manager of the vendor).

12. Managing the staging and development environment of Software Application at the TANGEDCO data center (Chennai) for each and every release starting from day 1 of development.

13. The solution should be scalable and published/accessible without distortion across the latest three versions/types of browser (IE/Chrome/Mozilla/Safari etc). The home page should have flash animation with configurable contents from image repository/database.

14. The site should be tested against a peak load of One Hundred users and certified documentation of such test to be provided during the maintenance phase.

15. **Dashboards:** Use of extensive dashboards to represent the journey of the ships in the form of maps, charts, threshold limits. Individual information showed in different colors in one screen from Loading in Port to Unloading in another Port with all payments, Fuels, Port Charges, Insurance, analysis of movement of ship from one stage to another.

16. User management/Role profiling: Robust login system/ Secure Log-in allowing stakeholders to access the system as per their roles/ authorization thereby having retrieve & reset password facility on email/ SMS.

17. Cost per Day & Cost Per Ton: Automation of reconciliation with periodic Reports for Cost per Day & Cost per Ton of Coal transported through each Voyage of Shipping. It shall also be possible to compare various shipping contracts to arrive at the best cost effective way of Shipping.

18. On demand scaling options – The firm shall be responsible for integrating Load Balancer (procurement from third party by TANGEDCO) for the new Software Application. Two application servers will be provided by the TANGEDCO in the start and the application system should be scalable to add more.

19. The vendor has to provide the list of hardware such as Servers etc. that will be required to create the Development, Staging and Production Environment as a part of solution along with the required configuration

details. The details must be submitted by the Vendor as a part of Technical Bid.

20. The application should perform consistently during the peak period.

21. All pages should customize itself to Mobile (compatible with the iOS, Android, Windows). Apps for Software application for all environments.

22. Help (Animated Guided tour with screen demo on how to use portal, New Users, New Features, Customization of page, Online Validation)

23. The Software application/SQL should maintain logs and keep a record of events for later verification with search features for readable output. The database should be in Normalized form with proper indexing and exception handling.

24. The application is expected to allow business users to design and generate reports on the fly. Vendor to propose a mechanism and detail how the proposed application will address the needs of ad-hoc reports.

25. The software application/processes have to run/interact with stakeholders without or minimal human intervention. To achieve the same all validation controls has to be imbibed in the software with provision to configure the rules.

26. The software application should be designed in such a manner so that it would cater below listed Strategic Action Points:

- a. Delivery status of Chartered Vessels.
- b. Loading / Unloading Status of Vessels.
- c. Quantity of Coal loaded / Unloaded at Ports
- d. Redelivery status of Vessels.
- e. Real time Vessel movement.
- f. Cost per day / Cost per ton for each voyages & for specific periods.

27. The system Integrate with SAP ERP for final Invoice preparation.

28. The System should be open to be integrated with any third party application in future through APIs or any form of standard integration process.

29. The system should be able to link with existing Files server where contents like Photos, Certificate copy is present.

30. The solution should be up and running within the time period specified by the bidder in the Technical Bid. In case any extension is required bidder should come with genuine reason or else penalty will be levied.

Scope of Work / Functionality in Brief Annexure
High Level Requirement for Application Software

At present, TANGEDCO is chartering approximately 10 nos. vessels directly for coastal movement of domestic coal required for TANGEDCO's Thermal Power Stations.

Presently the domestic coal is transported from the load ports in India to 3 nos discharge ports in Tamil Nadu. The developed software is expected to capture these details along with coal transported in MT/day with loading & unloading details from each of these ports and verify with the guaranteed loading & discharging rate to be provided by TANGEDCO.

Further the developed software should also be to capture all the Port related activities of the ship from the time of arrival at anchorage to sailing.

Functional Requirements :

1. Charter party agreement for ship Hired:
 - a. The System should be able to capture the charter party details of the Vessel taken on hire.
2. Vessel related charges payable at the Port:
 - a. Port dues
 - b. Pilotage
 - c. Berth hire charges
 - d. Anchorage charges, Road Stead Charges, any other charges etc.,
 - e. Shifting Charges
3. Fuel (Bunker) Charges
 - a. Very Low sulfur fuel oil (VLSFO) price
 - b. High flash high speed diesel oil (HFHSD) price
 - c. Intended quantity of VLSFO and HFHSD by TANGEDCO
 - d. Bunker supplied quantity by IOCL terminal
 - e. Proforma invoice
 - f. Final invoice by IOCL
4. Insurance (Protection & Indemnity)
 - a. Work order for the assurer.
 - b. Premium for P&I cover
 - c. Premium for defense cover
 - d. Declaration of vessels for insurance cover
 - e. Nomination of Vessels for the insurance.
 - f. Calculation of premium for defined period
5. Freight Transportation
 - a. Contract of affreightment (CoA) details to be captured
 - b. Nomination of Laycan for vessels
 - c. Nomination of Vessels
 - d. Voyage details
 - e. Quantity delivered

- f. Cost per Ton (with fixed and variable component)
 - g. Lay time calculations
 - h. Computation of demurrage / dispatch
- 6. Chartered Vessel:
 - a. RFA to RFA (Rang Full Away) discharge to discharge port.
 - b. Bill of lading Quantity
 - c. Draft loaded & quantity moved as per draft survey report.
 - d. Sector (Name of loading port & Name of Discharging port)
 - e. Off-Hire time, cost & remarks.
 - f. Delivery , redelivery bunkers
 - g. Other deductions
 - h. Charter Hire rate computation
- 7. Agency
 - a. Service agreement details to be captured
 - b. Agency charges for the list of services captured from the agreement
 - c. Port wise Agent
 - d. Payments made to Agents
- 8. Integration with SAP ERP:
 - a. The invoice details entered for each vendor have to be integrated with SAP ERP for further process of processing of invoice. The Invoice status shall reflect in the software for the related users.

Operational Requirements:

- 1. Ability to capture Delivery status of chartered vessels
- 2. Ability to capture Loading / unloading / running status of vessels
- 3. Performance of vessel during anchorage / berthing / working at Port
- 4. Draft survey
- 5. Bunkering
- 6. Weather monitoring – Capturing performance details from PMS reports. Required fields from the pdf/xls document need to be captured into the software.
- 7. Delays due to berthing / breakdown
- 8. Quantity of coal loaded / unloaded at Ports per vessel
- 9. Redelivery status of vessels
- 10. Real time vessel movement
- 11. Demurrage / dispatch calculations for making payment
- 12. Currencies like INR, USD, EUR, GBP & Others will be involved.
- 13. Taxes to be captured.
- 14. Downpayment (Advance) & multiple payment terms to be captured.
- 15. Final payment after calculating deductions like, speed claim, warranted/ excess bunker, Pilot call delays, Hatch opening delays
- 16. Cost per day and Cost per Ton for each voyages & upto date.

17. All payments done through ERP/SAP shall be integrated with the proposed software.
18. Users to be provided to third party agents, vessel party, TANGEDCO, etc with roles & authorization.
19. Important updates of data to be communicated via Whatsapp & SMS.
20. Mail communication to selected users from TANGEDCO and Parties Vice Versa for Operation.

General Conditions :

1. TANGEDCO would provide only seating space at TANGEDCO's premise and the onsite available Network Connectivity for the vendor's officials. Any other infrastructure like computer / laptop, data card, dongle etc. have to be provided by the vendor.
2. Technical training will be provided by the vendor to In-house Technical Team of TANGEDCO on Application Architecture, Build & Deployment of Application, Knowledge sharing on third party tools (if used), and Technology Awareness (Used in building the application).
3. The whole work included in the Tender shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the contract/work or any part thereof or interest therein without the written consent of TANGEDCO.
4. In case any work which is related to the already implemented software, such works shall be carried out in accordance with the directions of the TANGEDCO without any extra cost.

SCHEDULE - A**SCHEDULE OF PRICES**

Sl. No	Description	Basic Price Excluding GST (in Rs.)	HSN Code	SAC Code	GST %	GST Amount (in Rs.)	All inclusive price Including GST (in Rs.)	Total value (in Rs.)
I	Design, Development, Testing and Implementation of Web Based Application Software for end to end Shipping process for TANGEDCO, Chennai							
II	Annual maintenance support charges for a period of one year							
	Total							

SCHEDULE - B**DECLARATION FORM****(To be signed by the Tenderer)****Strike off, whichever is not applicable:**

To

The Chief Engineer/
 Information Technology
 Tamil Nadu Generation and Distribution Corporation Limited,
 6th Floor, Western Wing,
 NPKRR Maaligai, Electricity Avenue,
 144, Anna Salai,
 Chennai - 600 002.
 Dear Sir,

1. Having examined the above specification together with the accompanying schedules etc., we hereby offer 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. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

PLACE :
 DATE :

COMPANY SEAL:

SIGNATURE :
 NAME :
 DESIGNATION :
 COMPANY :

SCHEDULE-C

STATEMENT OF PURCHASE ORDERS EXECUTED
(To be filled in by the tenderer)

Sl No	Name & Address of The Organisation	Name of works executed/ under execution	P.O.No. & Date	Qty.	Value of order in Rs.Lakhs	Scheduled Date of completion of order	Actual Date of completion of order
1	2	3	4	5	6	7	8

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

SCHEDULE – D**DEVIATION FROM TECHNICAL SPECIFICATION**

All technical 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 certifies that the above mentioned are the only deviations from the Technical Specification and the tender conforms to the specification in all other respects.

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – E**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 certifies 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:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE-F**QUESTIONNAIRE**

(TO BE UPLOADED IN "COMMERCIAL AND TECHNICAL BID
 BID QUALIFICATION REQUIREMENT & COMMERCIAL CONDITIONS INSTRUCTIONS:

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

Sl. No	PARTICULARS	BIDDER'S RESPONSE
1	Name & Address of the Firm / Company (a) Registered Office (b) Factory / works Address (c) Fax No. (c) E-mail ID	
2.	Name, Designation & Address of the person signing the tender	
3.	(a) Whether the Company is Small Scale / Medium Scale / Large Scale Unit (b) If so, write registration No. (c) Is SSI Unit registered with Udyam-category / validity to be mentioned	
4.	Whether the copies of purchase orders executed uploaded	YES / NO
5.	Whether the Annual Turnover of the bidder during any one of the last three years (2018-19, 2019-20 & 2020-21) exceeds Rs.25 lakhs	YES / NO
	Whether the proof for evidence there for has been uploaded	YES / NO
	NOTE: These details mentioned in Sl. No. 4 and 5 should be uploaded.	

SI No	PARTICULARS	BIDDERS RESPONSE
6	<p>EARNEST MONEY DEPOSIT</p> <p>(a) Mode Amount : Rs.96,000/- (NEFT/RTGS/Account transfer)</p> <p>(b) If exempted, state whether the bidder is</p> <p>(c) Whether Permanent EMD is available with TANGEDCO (Documentary evidence about acceptance of PEMD should be uploaded)</p> <p>NOTE: If item (a) or (b) or (c) is not uploaded along with the tender , Commercial & Technical Bids will not be opened.</p>	<p>NEFT/RTGS/Account transfer</p> <p>SSI unit of Tamil Nadu/SSI unit registered with NSIC/UDYAM Registration certificate/Unit of Government of Tamil Nadu</p> <p>YES / NO</p>
7	<p>VALIDITY:</p> <p>Whether your offer is valid for a period of 90 days from the date of opening of Commercial / Technical Bids (Offers with validity period of less than 90 days are liable to be rejected)</p>	<p>YES / NO</p>

SI No	PARTICULARS	BIDDERS RESPONSE
8	PRICE: (a) Whether the price quoted is FIRM (b) Whether the following break ups for the quoted Unit Price (All-inclusive price excluding GST) Basic Price GST (c) Whether you are agreeable, in case of delayed supply, the GST prevailed on the date of actual provision of supply or the GST applicable on the contractual date of supply whichever is less shall only be payable. NOTE: If no breakup details for the quoted price is given, the offer will be liable for rejection.	YES / NO YES / NO YES / NO
9	I.T.Pan No.	YES / NO
10	Whether you are agreeable for the following clauses specified under Section-V of the Specification: (a) Payment Terms (b) Security Deposit cum performance Guarantee (c) Development Schedule (d) Liquidated Damages (e) Jurisdiction for Legal Proceedings	YES / NO YES / NO YES / NO YES / NO YES / NO

Date :

SIGNATURE OF THE TENDERER

Place :

NAME

 STATUS IN THE COMPANY
 (Affix Seal of the company)
UNDERTAKING

I _____, Sole Proprietor / Partner of _____
 M/s. _____ give undertaking that
 details given in the above QUESTIONNAIRE are correct to the best of my
 knowledge and I agree to abide by all your Tender / Order terms & conditions.

Date :

SIGNATURE OF THE TENDERER

Place :

NAME

 STATUS IN THE COMPANY
 (Affix Seal of the company)

SCHEDULE -G

UNDERTAKING TOWARD JURISDICTION FOR LEGAL PROCEEDINGS

(To be filled by the Tenderer in a non-judicial stamp paper of value not less than Rs.80/-)

This undertaking executed at on this (date)(month) two thousand and twenty two 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 Electricity TANGEDCO, a statutory authority created under the powers vested with Companies Act 1956 having its Office at No.144, Anna Salai, NPKRR Maaligai, Chennai -2 hereinafter called the purchaser (which expression shall where the context so admits means and includes its successors in Office and assigns).

WHEREAS the contract is for the in terms of the Purchase Order No..... dated

AND WHEREAS in accordance with Clause..... of the above said P.O. certain terms were stipulated for the above

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 High Court, Madras, City Civil Court of Chennai or other court of small causes at Chennai.

In consideration of TANGEDCO having agreed to accept the undertaking, the Contractor undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court other than in the High Court, Madras, City Civil Court at Chennai or the Court of Small Causes at Chennai. It is also agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action arises within the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of Courts outside Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

IN WITNESS WHEREOF OF THIRU..... of the contractor
hereby put his hand and seal for due observe of the Undertaking in the presence
of the following witnesses.

SIGNATURE WITH SEAL

WITNESS:
(Signature with Name and Address)

1.

2.

SCHEDULE - H

UNDERTAKING TOWARDS INPUT TAX CREDIT BENEFIT

(Declaration to be submitted by the L1 in Non Judicial Stamp paper of value not less than Rs.100/-)

To
The Chief Engineer,
Information Technology,
TANGEDCO,
Chennai – 2.

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

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

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

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

COMPANY SEAL :	SIGNATURE :
	NAME :
	DESIGNATION :
	COMPANY :
	DATE :

WITNESS :

- 1.
- 2.

Note: Bidder may strike out the para which not applicable

ANNEXURE- I

GENERAL CONDITIONS (STATUTORY COMPLIANCES)

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.

2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).

3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.

4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

5) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, nonpayment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.

6) The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub- contractors. (if permitted)

7) In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed

by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

1.0 CONTRACT LABOUR REGULATIONS :

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

- (a) Name and situation of the work.
- (b) Contractor's name and address
- (c) Particulars of the Department for which the work is undertaken,
- (d) Name and address of sub-contractors as and when they are appointed.
- (e) Commencement and probable duration of the work.
- (f) Number of workers employed and likely to be employed.
- (g) 'fair wages' for different categories of workers.
- (h) Number of hours of work which shall constitute a normal working day:-
 - (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

(ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

(a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

(b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.

(c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for

which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

(iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.

(iv) Employment Card: The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.

(v) Register of Wages etc.: A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.

(vi) Fines and deductions: Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;

(a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

(vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages.
- (c) Sex.
- (d) Age.
- (e) EPF UAN number
- (f) ESI number
- (g) Aadhaar number
- (h) Nature of accident and cause of accident.
- i) Time and date of accident.
- (j) Date and time when admitted in hospital
- k) Date of discharge from the hospital.

- (l) Period of treatment and result of treatment.
- (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (n) Claim required to be paid under Workmen's Compensation Act.
- (o) Date of payment of compensation.
- (p) Amount paid with details of the person to whom the same was paid.
- (q) Authority by whom the compensation was assessed.
- (r) Remarks. [Note: k,l,m,n for the workmen not covered under the ESI provisions]

(viii) Preservation of Registers: The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

(ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

(x) Disposal of amounts recovered from the Contractor: The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.

(xi) Welfare Fund: All moneys that are recovered by the Engineer-in-Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.

(xii) Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.

(xiii) Inspection of Books and other Documents: The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in-Charge or his authorized representative

at any time and by the worker or his agent on receipt of due notice at a convenient time.

(xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.

(xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

2.0 Compliance of EPF& MP Act, 1952:

(a) The Contractor who take up works contract for TANGEDCO/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 Organisation within the stipulated time as required under the said EPF & MP Act.

(e) The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organisation in order to claim the Bills for the respective works.

(f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.

(g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TANGEDCO/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.

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

3.0 Compliance of ESI Act 1948:

(a) The contractor who take up the works contract for TANGEDCO & 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.

4.0 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.

5.0 The Building and Other construction Workers Act:-

(other than the circle/station registered under the Factories Act)

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

(b) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996.

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

(a) The Contractor who take up works contract for TANGEDCO/TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.

(b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.

(c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The

contractors should also submit the copy of the migrant labour licence before executing the works.

(d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971. (i) Muster Roll in Form – XVI. (ii) Register of Wages in Form – XVII. (iii) Register of overtime in Form – XVIII. (iv) The contractor shall issue an photo identity card to his employees.

7.0 Wages:-

(a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.

(b) The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.

8.0 EPF Documents to be Produced for Claiming Bills:-

(a) The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.

(b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)

(c) The combined Challan of Account No. 1,2,10,21 & 22 should be submitted.

(d) All the documents should duly signed with seal by the contractor.

9.0 ESI Documents for While Claiming Bills:-

(a) The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory).

(b) The contribution history of the respective months should be submitted.

(c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.

S.No	IP.No	IP.NAme	No. of days	Wages	IP Contributions
------	-------	---------	-------------	-------	------------------

(d) All the documents should duly signed with seal by the contractor.

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

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

(a) The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.

(b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.

(c) The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006.

New Forms:

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

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

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

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

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

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

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

FORM VIII Service Certificate (under 3 Rules)

FORM IX Certificate of Medical Examination (under BOCW Rules)

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

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

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

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

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

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

12.0 SAFETY CONDITION:-

(i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.

(ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.

(iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.

(iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.

(v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.

(vi) If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.

(vii) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.

(a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.

(b) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

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

(i) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

(a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

(c) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

(i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.

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

(iii) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

(iv) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

(a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

(b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

(c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.

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