



**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED  
METTUR THERMAL POWER STATION-II**

**Name of the work :** MTPS-II-CHP-II- Disassembly, Inspection of Internals, Reconditioning of Internals, Removal of Bearings, Oil Seals, Assembling of 1 No. of Elecon Make Gearbox (Model:JU400) and trial run of gearbox of Stacker cum reclaimer.

-----  
**THROUGH E-TENDERING.**

**(Through NIC Platform)**

**SPEC NO:** CE/MTPS-II/SE/M-II/CHP-II/ OT.No.40 / 2022-23

**OFFICE OF THE SUPERINTENDING ENGINEER/  
MECHANICAL-II CIRCLE / MTPS –II/METTUR DAM-636 406  
TAMIL NADU.**

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

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD**  
**TENDER NOTICE**

1) Tender Specification No.	<b>SPEC NO:</b> CE/MTPS-II/ SE/ M-II/CHP-II/ OT. No. 40/ 2022-23
2) Name of the work	E-tender for MTPS-II-CHP-II- Disassembly, Inspection of Internals, Reconditioning of Internals, Removal of Bearings, Oil Seals, Assembling of 1 No. of Elecon Make Gearbox (Model:JU400) and trial run of gearbox of Stacker cum reclaimers.
3) Description of work & Quantity	As per Schedule.
4) Method of Tender	Open E - Tender System – (Online :-Part I - Techno-Commercial Bid and Part II - Price Bid) Submission of Offer through web-site: <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a>
5) (a) Earnest money Deposit (EMD)	Rs. 5,000/- (Rupees Five Thousand Only) to TANGEDCO's Account Account No: 30468983165 Name of the Bank: State Bank of India, Mettur Dam. IFSC Code: SBIN0000877 The Earnest Money Deposit specified above should be in the form of NEFT/RTGS as for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded
Or (b) Permanent EMD (I) Rs.10,00,000/- (II) Rs.20,00,000/- (III) Rs.50,00,000/-	Tender Value Up to Rs.10,00,00,000/- Up to Rs.50,00,00,000/- All tenders exceeding Rs.50,00,00,000/-
6) URL for online bid submission for e-tender	<a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a>
7) View of Tender	27 .02 .2023
8) Last date for submission of EMD	13 .03 .2023 @ 12.00 Hours. (The EMD amount has to be received in TNEB/TANGEDCO account through e payment, by 2Hours before closing time of tender).
9) Date of closing of online e-tender for submission of Techno Commercial Bid & price Bid	13.03.2023 @ 14.00 Hr.
10) Date and time opening of tender electronically	14 .03 .2023 @ 14.30 Hr.
11) Specification at website	The tender specification will be posted in (i) TANGEDCO website ( <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> ) (ii) <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> The Prospective bidders may download the same.

<p>12) Document to be uploaded by the tender during e-Submission  <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a></p>	<p><b>Part I - Techno-Commercial Bid</b></p> <ol style="list-style-type: none"> <li>1) Copy of e-receipt for EMD</li> <li>2) SCHEDULE</li> <li>3) Proof for BQR</li> <li>4) JOB SPECIFICATION</li> <li>5) Terms and Conditions and Other documents whichever is applicable</li> <li>6) SPECIAL CONDITION</li> <li>7) Declaration form.</li> </ol> <p><b>Part II - Price Bid</b></p>
<p>13) Clarification to be sought from</p>	<p>Superintending Engineer/Mechanical-II/ MTPS-II (1X600MW)/ Mettur Dam-636406.</p>
<p>14) Place at which tenders will be opened</p>	<p>Office of the Superintending Engineer/Mechanical-II/ MTPS-II (1X600MW)/ Mettur Dam-636406.</p>

Chief Engineer,  
MTPS-II,  
Mettur Dam -636 406.

## TENDER SPECIFICATION

**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No. 40 / 2022-23**

1. SECTION-A EARNEST MONEY DEPOSIT
2. SECTION-B TENDER SCHEDULE
3. SECTION-C BID QUALIFICATION REQUIREMENT
4. SECTION-D JOB SEPECFICATION
5. SECTION-E TERMS AND CONDITIONS
6. SECTION-F SPECIAL CONDITIONS
7. SECTION-G INSTRUCTION TO BIDDERS (BID SUBMISSION)
8. SECTION-H INSTRUCTION TO BIDDERS REGARDING  
OPENING OF ONLINE BIDS IN E-TENDER &  
EVALUATION
9. SECTION-I REJECTION OF TENDER
10. SECTION-J DECLARATION
11. SECTION-K DRAFT UNDERTAKING IN LIEU OF PAYMENT  
OF EARNEST MONEY DEPOSIT
12. SECTION-L INDEMNITY BOND
13. SECTION-M GENERALSTATUTORY CONDITIONS
14. SECTION-N UNDERTAKING(Remittance of EPF & ESI)

SECTION-A  
EARNEST MONEY DEPOSIT

**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No. 40 / 2022-23**

A.1 Tenderer should pay the specified amount towards Earnest Money Deposit as follows:  
Earnest Money Deposit: Rs. 5,000/- (Rupees Five Thousand Only).

A.2 The Earnest Money Deposit specified above should be in the form of NEFT/RTGS for the above amount. 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 Transfer are permitted by the way of account transfer of same bank also. In this case it is insisted 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 bidder and IFSC code so as to verify the credit of the same in TANGEDCO Bank account scroll for ensuring the EMD compliance of bidders. The EMD amount has to be received in TNEB/TANGEDCO account through e payment, two hours before closing time of tender. EMD amount received beyond tender closing time will be summarily rejected.

Any other mode of payment of EMD other than NEFT/RTGS ACCOUNT TRANSFER OF SAME BANK shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

A.3) The following categories of tenderers are exempted from payment of Earnest Money Deposit:

a) Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate' or any other valid registration certificate/proof as notified by the Government of India in respect of the items manufactured by them for participation in the tenders floated by the Government Departments, State Public Sector Undertakings, Statutory Boards, Local Bodies, Co-operatives, Universities and Societies formed by the Government and whenever it is deemed necessary, the procuring entity may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors. Exemption of EMD will be permitted only if the registration pertains to the specific nature of work.

b) Departments of the Government of Tamil Nadu.

c) Undertakings and Corporations owned by the Government of Tamil Nadu.

**NOTE:**

1) An undertaking shall be furnished by the successful bidders that they would pay penalty an amount equivalent to Earnest Money Deposit/Security Deposit or an amount equal to the actual

loss incurred by the procuring entities whichever is less in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.

2) The SSI units located outside the State of Tamilnadu are NOT eligible for exemption from payment of EMD against Udyam Registration Certificate even though registered in Udyam Portal for tendered items.

3) The bidders who are exempted from payment of EMD shall furnish an undertaking in lieu of EMD on a non-judicial stamp paper of value of Rs.80/- (Rupees Eighty Only) to pay an equal amount to EMD in case of non-fulfillment of the conditions stipulated in the Tender Specification/ contract.

A.4 The bidders should upload the audited attested copy of Profit and loss Account, balance sheet along with proof for exemption for Payment of EMD in order to ensure the SSI status of the firm based on investment held in plant & machinery for extending exemption from paying EMD and also to extend the privilege of price preference of 15% and purchase preference to domestic SSI units.

In case the investment held by them in plant and machinery as per their financial statement of account exceeds Rs. 5 Crores, the General Manager, District industries centre concerned will be requested to verify the SSI Status of the firm. Till the receipt of confirmation from General Manger / District Industries Centre concerned, the exemption from paying EMD for SSI Units and price preference and purchase preference for domestic SSI shall not be extended.

A.5 The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application after intimation is sent to him regarding the rejection of tender.

A.6 The Earnest Money Deposit will be retained in the case of successful tenderer / tenders and will not carry any interest. It will be dealt with as provided in the tender. When the tender is accepted, the tenderer whose tender is under consideration shall attend the office of the Superintending Engineer/ Operation/ Mettur Thermal Power Station II on the date fixed by written intimation to him. If the tenderer fails to attend the office before the end of specified period, his tender will not be considered.

A.7 Conditions for Liable for rejection of bids:

- a) Tenders received without EMD or undertaking in lieu of exemption of EMD will be disqualified.
- b) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.
- c) Signature of witnesses should be affixed at the end of undertaking along with details of name and address.

A.8 The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.

- i) The e-receipt of payment of EMD through NEFT/RTGS/ACCOUNT TRANSFER FROM SAME BANK.
- ii) The proof of exemption of EMD with an undertaking in lieu of EMD

A.9 FORFEITURE OF EMD: The EMD made by the tenderer shall be forfeited on failure of non-fulfillment by the contractor of any of the conditions below.

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

SECTION B:

**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT. No. 40 / 2022-23**

TENDER SCHEDULE

Name of the work: MTPS-II-CHP-II- Disassembly, Inspection of Internals, Reconditioning of Internals, Removal of Bearings, Oil Seals, Assembling of 1 No. of Elecon Make Gearbox (Model:JU400) and trial run of gearbox of Stacker cum reclaimer.

Period Of Work: 30 days from the date of taking over of the site.

Sl No	Description of work	Qty	Rate Per Unit (Rs in figures and Words)
1.	Charges for leading, lifting & loading the gear box in lorry by 50 T Capacity hydraulic crane and transporting it from SCR Machine site to outside work shop. (crane & lorry contractor's scope)	1 No.	
2.	Charges for dismantling the input and output gear shaft with special pullers & fixtures in JU 400 gear box dismantling the counter weights, top & side covers and taking out the internals, complete cleaning and inspection.	1 No.	
3.	Charges for measuring the dimensions in the shafts and matching bore in the body- removing the worn-out bearings & oil seals from the input, output and checking the truness of the shafts, inclusive of work shop charges and T&P.	1 No.	
4	Charges for checking the gear box bottom casing bearing seating areas, metal filling, machining and polishing & blue matching.	1 No.	
5	Charges for rectification of hair line crack in the top and bottom cover body by making 'V' groove cutting and metal filling with suitable welding electrodes and machining inclusive of welding electrode and machining charges.	1 No.	
6	Charges for spacer rings 4 nos and 4 nos. of end cover machining etc.,	1 No.	
7	Charges for assembling of 4 nos of new bearings & 4 Nos. of Counter Weights in the gear shafts assembling the input gear shaft and output gear shaft on the bottom casing, checking the clearance.	1 No.	
8	Charges for New Bearing NJ2318	4 Nos.	
9	Charges for checking the zero clearance between bearing and casing, cover hub and if necessary machining the face of the side.	1 No.	
10	Charges for assembling the internals end cover, new oil seals etc.	1 No.	



11	Charges for assembling the top casing and checking the clearance and tightening the top casing with bottom casing with new HT bolt & nuts and checking free rotation of gear box	1 No.	
12	Charges for filling servo mesh 320 oil in the gear box testing trial running and parameter checking etc.,	1 No.	
13	Charges for transporting the reconditioned gear box from work shop to site. Including all leads and lift.	1 No.	

Put a tick mark  In the appropriate Box

GST Extra	<input type="checkbox"/> Applicable	<input type="checkbox"/> Not Applicable	PAN NO
	<input type="checkbox"/>	<input type="checkbox"/>	GST NO

(i) Percentage of GST (For bidders within TN)

SGST

CGST

(ii) Percentage of GST (For bidders outside TN)

Put a tick mark  In the appropriate Box

EPF &ESI Extra	<input type="checkbox"/> Applicable	<input type="checkbox"/> Not Applicable	EPF CODE NO
	<input type="checkbox"/>	<input type="checkbox"/>	ESI CODE NO

ESI will be reimbursed at actual as

per norms.

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

Place :

Date :

SIGNATURE OF THE CONTRACTOR

NAME WITH ADDRESS

ssSECTION C:  
**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No.40 / 2022-23**  
**BID QUALIFICATION REQUIREMENT**

**NAME OF WORK:** MTPS-II-CHP-II- Disassembly, Inspection of Internals, Reconditioning of Internals, Removal of Bearings, Oil Seals, Assembling of 1 No. of Elecon Make Gearbox (Model:JU400) and trial run of gearbox of Stacker cum reclaimer.

1. The bidder should have previously executed overhauling / reconditioning of gear box in Coal Handling Plant in any of the 210MW or above capacity Thermal Power Stations of State or Central Government Organization/Public Sector Undertaking/State Electricity Boards in India in a single order value not less than Rs. 1.24 lakhs within the past ten years as on the date of tender opening. The bidder shall upload scanned originals of work for the above. The date of acceptance order will be reckoned for ascertaining the eligibility of the tender.
2. The bidder shall upload the scanned originals of the End user's certificate for the satisfactory performance for the above. In case the work was carried out in TNEB/TANGEDCO, the End User's performance certificated will be obtained by the Tender Inviting Authority. However in case of other organizations End User's Certificate should be obtained and uploaded by the bidder during E-Tendering.

**Note:**

The Documentary proof for the above BQR shall be uploaded with the tender online, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BQR criteria after tender opening in the office of the Tender Inviting Authority.

SECTION D:

SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No. 40 / 2022-23

JOB SPECIFICATION

**NAME OF WORK:** MTPS-II-CHP-II- Disassembly, Inspection of Internals, Reconditioning of Internals, Removal of Bearings, Oil Seals, Assembling of 1 No. of Elecon Make Gearbox (Model:JU400) and trial run of gearbox of Stacker cum re claimer.

TECHNICAL SPECIFICATION

Job Specification

1. Leading, lifting & loading the gear box in lorry by 50 T Capacity hydraulic crane and transporting it from SCR Machine site to outside work shop. (crane & lorry contractor's scope)
2. Dismantling the input and output gear shaft with special pullers & fixtures in JU 400 gear box dismantling the counter weights, top & side covers and taking out the internals, complete cleaning and inspection.
3. Measuring the dimensions in the shafts and matching bore in the body- removing the worn-out bearings & oil seals from the input, output & intermediate shafts and checking the truness of the shafts, inclusive of work shop charges and T&P.
4. Checking the gear box bottom casing bearing seating areas, metal filling, marching and polishing & blue matching.
5. Rectification of hair line crack in the top and bottom cover body by making 'V' groove cutting and metal filling with suitable welding electrodes and machining inclusive of welding electrode and machining charges.
6. Spacer rings 4 Nos. and 4 Nos. of end cover machining etc.,
7. Assembling of 4 Nos. of new bearings & 4 Nos. of Counter Weights in the gear shafts assembling the input pinion, intermediate gear shaft and output gear shaft on the bottom casing, checking the clearance.
8. New Bearing NJ2318
9. Checking the zero clearance between bearing and casing, cover hub and if necessary machining the face of the side..
10. Assembling the internals end cover, new oil seals etc.
11. Assembling the top casing and checking the clearance and tightening the top casing with bottom casing with new HT bolt & nuts and checking free rotation of gear box.
12. Filling servo mesh 320 oil in the gear box testing trial running and parameter checking etc.,
13. Transporting the reconditioned gear box from work shop to site. Including all leads and lift.

(A) WORKS GENERAL

1. The Contractor has to register the firm with the Factory Inspectorate or any other statutory bodies.
2. The contractor has to follow the Safety rules and regulations as per the Factory Act. The contractor has to keep himself apprised and be thoroughly conversant with the rules and regulations of Factory Act.
3. All the men and consumables required for the work should be arranged by the contractor, at his Cost.
4. The Contractor has to arrange the transportation of materials from stores to site and vice-versa, at his Cost.
5. Necessary workmen's insurance and labour license have to be arranged by the contractor and comply with all labour/PF rule as applicable.
6. The devolution of retrieved/scrap materials to MTPS-II stores shall be made by the contractor immediately after execution work.
7. The workmen compensation due to any accident has to be borne by the contractor, and if any compensation is given, the same must be intimated to the Board with necessary documentary evidences.

8. A vehicle should be parked at the site round the clock for transporting of men and materials for attending any emergency.
9. Sufficient man power should be employed to carry out the work in the above location
10. The work should be done carefully and without any disturbance to other agencies
11. For any damage to the equipments during the work, the contractor will be solely responsible and loss due this should be born by the contractor.
12. The workers engaged by the contractor for this work should have suitable educational qualifications, age limit, Previous experience in this work and Physical and mental fitness, Trained persons for their respective work as per the requirements specified in the Indian Railway rules and the Factories act 1948.

SECTION-E  
TERMSANDCONDITIONS

SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No.40/ 2022-23

**E.1.0 RATES:**

The contractor/ firm should closely note all the specification clauses which govern the rates while he is tendering. The rates accepted **shall remain FIRM** for the entire duration of contractor any extension thereof. **The final rates should be inclusive of all incidental expenses for carrying out subject work. All the expenses to be incurred by contractor are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value. The applicable GST shall be worked out on the transaction value only.**

**The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed onto TANGEDCO while quoting the price.**

**E.2.0: ACCEPTANCE AND AGREEMENT**

The fact of the submission of a Tender to the TANGEDCO shall be deemed to constitute agreement between the tenderers and the TANGEDCO whereby such tender shall remain open for acceptance by the TANGEDCO. If the tenderer be notified that his tender is accepted by the TANGEDCO, he shall be bound by the terms of the Agreement constituted by the tender and such acceptance thereof by the TANGEDCO throughout the Period of contract. The acceptance letter issued with the agreed terms there in shall form the document of contract. After receipt of acceptance order the contractor shall execute necessary agreement in the prescribed form. The stamp duty payable to this agreement is of the value of Rs 80/-, which should be borne by the successful tenderer. The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfillment of the contract in the office of the Superintending Engineer concerned of the work. Failure to enter into the required agreement as defined in this paragraph shall entail for forfeiture of the Earnest Money Deposit paid. The work face value of the agreement will only be limited to the finalized work. It is not binding that the Electricity board should allow the contractor to complete the work upto the face value of the agreement.

**E.3.0 SECURITY DEPOSIT:**

E.3.1 When a tender is to be accepted, the contractor shall forthwith upon intimation being given to him of acceptance of his tender by the TANGEDCO must furnish Security Deposit for an amount equal to 5% of the contract value (including the EMD already paid) which can be remitted by way of DD/ Banker's cheque drawn in favour of SE/P&A/MTPS-II payable at Mettur dam or NEFT / RTGS net transfer to MTPS-II (TANGEDCO Account No: 30468983165, Name of the Bank: State Bank of India, Mettur Dam. IFSC Code: SBIN0000877). The EMD paid by the tenderer will be adjusted in SD. The Security Deposit shall be paid within 30 days from the date of receipt of acceptance letter. If the successful tenderer fails to remit necessary Security Deposit within prescribed time and execute necessary agreement soon after his tender is accepted the Earnest Money Deposit will be forfeited by the TANGEDCO and order will be cancelled and placed elsewhere. The belated payment of Security Deposit will not be accepted. His backing out will be noted while considering may of his future tenders. .

E.3.2 This Security Deposit together with the Earnest Money shall be retained as Security for the due fulfillment of the contract. Earnest Money Deposit and Security Deposit will not bear any interest.

E.3.3 The Security Deposit/ EMD are refundable only after the satisfactory completion of the Work in all respects. The Earnest Money Deposit made by Tenderer shall be retained as security for the due fulfillment of the agreement. Such deposit or deduction or any portion thereof may at the discretion of the competent authority be forfeited on failure of non-fulfillment by the contractor of any of the conditions below.

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

#### **E.4.0 LIQUIDATED DAMAGES:**

If the contractor fails in the due performance of this contract within the time fixed by the contract (or) any extension thereof, and contractor is liable, at the discretion of the Engineer to levy of Liquidated damages for the delay in execution which shall be at half percent (0.5%) of the contract price of the delayed portion for each completed week of delay reckoned on the contract value of such portion only of the work as cannot in consequence of the delay be used commercially and efficiently during each month between the appointed or extended time as the case may be and full satisfaction of the contractor's liability for delay but shall not in any case exceed 10% of the contract value of such portion of the work.

**E.4.1** However, in respect of contracts where supplies effected in part or works executed in part could not be beneficially used by the TANGEDCO (Due to such incomplete supplies/execution) liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion.

**E.4.2** The contractor is liable to pay to the TANGEDCO in addition to liquidated damages for delay, the actual difference in price wherever the TANGEDCO orders, the delayed quantity to be supplied/executed by other agencies at a higher rate.

#### **E.5.0 QUANTITY, DISCREPANCIES BETWEEN DRAWING AND SPECIFICATION:**

Quantity of the work will be as per the accepted schedule. It is to be expressly understood, that the measured work is to be taken (As per custom or practice in vogue) according to the actual quantities placed and finished as per the drawings or as per measurement or weight at the respective prices without any additional charges for any necessary or contingent works connected there with. The rates quoted should be inclusive of such works and complete in every aspect. Should thereby any discrepancy between the specifications and/or schedule of prices and/ or drawings or any inconsistency, error or omission in either of them, reference must be made to the ENGINEER for an explanation and the contractor will be held responsible for any errors that may occur in the work through neglect of this precaution. The explanation of the Engineers shall be final and binding on the CONTRACTOR

#### **E.6.0. PERIOD OF COMPLETION OF WORK:**

E.6.1. The period of completion of work will be **as specified in the Tender Schedule** from the date of handing over of site by TANGEDCO including all Sundays and Holidays declared by Government of TamilNadu. The work has to be carried out beyond office hours (i.e before or after office hours), if required and approved by Site Engineer.

E.6.2 If the contractor fails to maintain the stipulated time of completion as specified in the schedule, he shall be liable to pay liquidated damages. It shall be clearly understood that failure to meet the completion dates and/or slow progress of work they shall also attract penalty as per General conditions of contract.

E.6.3 **DEFAULT:** The defaulting contractors should be made liable to pay to the Board, in addition to Liquidated damages for delay, the actual difference in price, wherever TANGEDCO orders the delayed quantity to be executed by other agencies at a higher rate.

**E.6.4 LOSS OR INCONVENIENCE:** If the contractor has failed to complete the work / discontinue the work will be carried out by engaging other suitable agencies by Board. The loss or inconvenience in connection with the above work will be recovered from the default contractor.

**E.7.0 TERMS OF PAYMENT:**

- E.7.1. **95%** of payment will be made for completed portion of work/unit of work and balance **5%** withheld amount will be paid together with security deposit on satisfactory completion of work in all respect provided that there is no recovery or forfeiture of any amount from the contractor.
- E.7.2 It shall be noted that no advance payment will be made by the TANGEDCO for any part of the contract under any circumstances even if the contractor is a Government body.
- E.7.3 Payment will be made by Cheque on any of the commercial banks or their Branches in TamilNadu as may be decided by the TANGEDCO from time to time, Exchange Commission, if any in the issue of Demand Draft/Cheques will be to the account of the successful tenderer.
- E.7.4 The Earnest Money Deposit and the security deposit amount collected will be released after the final bill is audited by the audit section.
- E.7.5 **FINAL BILL** : It shall be accepted as a condition of the contract that the payment of final bill of the contractor will be made after deducting the amounts to be withheld by the TANGEDCO at any cause and his acceptance thereof shall constitute a full and absolute release of the TANGEDCO from all further claims by the contractor under this contract.
- E.7.6 The royalty and seniorage charges whenever payable shall be paid by the contractor and the final rates include this also.

**E 8.0 Goods and Services Tax [GST] :**

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.

- 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 setoff. 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.
- iv. 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.

v. 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.

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

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

\* he is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;

\* he is not engaged in making any supply of goods which are not leviable to tax under this Act;

\* he is not engaged in making any inter-State outward supplies of goods;

\* he is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and

\* he is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.

vii. 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 supply 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 there of 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.

viii) The Goods and services Tax will be paid extra as applicable. The amount of CGST, SGST and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.

ix) The TANGEDCO has been registered as a dealer under GST Act 2017 (Regn No. 33AADCT4784E1ZC). In case of delayed delivery, the GST prevailing on the date of dispatch 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.

It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material at the time of tender opening. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the



current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid. Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the Tenderers. Any variation in GST due to statutory variation within the contract delivery date shall be considered by the TANGEDCO Ltd.

In case of delayed delivery, the GST prevailed on the date of actual delivery applicable on the date of contractual date of delivery whichever is less shall be admitted.

#### E.9.0.INCOMETAX

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.

#### E.10.0 BOGUS DOCUMENTS:

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

#### E.11.0. LIABILITY FOR ACCIDENT TO PERSONS:

The attention of the tenderer is also drawn to the preliminary specification M.D.S.S. in particular to clause 45 (b) dealing with accidents. It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employees against any accident from any cause and he shall indemnify the TANGEDCO against any claims for damages or injury to persons or property resulting from any such accidents and shall bear the provision of the workmen's compensation act. Take steps, properly to insure against any claims there under by way of accidents, risk insurance for all purpose of relief. Failing which, the contractor will be responsible to meet the compensation awarded under the said act. The indemnity bond shall be executed in Rs. 80/- stamp paper.

#### E.11.1 SPECIAL SAFETY CONDITIONS:

The contractor and his men should strictly observe all the rules relating to the work issued from time to time and the same will be binding on the part of the contractor.

1) All the works have to be executed only in the presence of supervisors engaged by the contractor as well as the department personal.

2) All the relevant personal protective equipment's like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield, hand gloves, ear plug, ear muff, welding screen, fall net etc., depending upon working condition and nature of job / work should be supplied by the contractors to their workmen and to be ensured for proper usage by their workers without fail.

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

4) 24 volt hand lamp should be used while attending works in the confined spaces like inside the boiler, mill, duct, transformer, tunnel, tank, trench etc.

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

6) The contractor shall ensure that his workmen to wear tight full pant and workwomen to wear overcoat while at work inside the power house premises.

7) No workmen below the age of 18 year should be engaged by the contractor for any works and no women workers shall be allowed to work in night hours except between the hours of 6 A.M and 7 P.M inside MTPS-II.

8) The work should be done carefully by observing all safety precautions. The

Contractor is advised to take utmost care for the protection of their men and materials.

9) More care has to be taken during the execution of works at higher elevations, and confined spaces.

10) Any job, carried out at higher elevation above 2 meter, workers should wear safety belt.

11) The contract workmen should not open the fire hydrants for taking bath etc.

12) The contract workmen should not open the service air line for cleaning body.

13) EPF and ESI coverage should be taken for each & every contract worker, while attending any work in the plant.

14) No compensation will be paid by TANGEDCO on account of any accident to men (or) loss of materials. Any accident occurred should be reported to the officer in charge immediately in the prescribed format in accordance with the Factories act, 1948.

15) The contractor shall indemnify TANGEDCO against all actions, suits, claims, compensation towards accidents/death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law or under the workmen compensation Act 1923, or any other statutory in force during the period of contract and to undertake steps properly to insure against any claims there under.

16) On the occurrence of accident which may result in the death of any workman employed by the contractor or which is due to the contract work and so serious as to be likely to result in the death of any such workman, the contractor shall intimate within 24 hours of happening of such accident in writing the fact of such accident to the Superintending Engineer/ Operation, MTPS-I, who is the Factory manager and such officers required by the provision of the workmen compensation Act or any other statutory in force. The contractor shall indemnify resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any payable by TANGEDCO as a consequence of Tamil Nadu Generation and Distribution Corporation Limited's failure to give notice under the provision of the said act or other wise to confirm the provision of such act in regard to such accident.

17) In the event of accident of which compensation may become payable under workman compensation act VII of 1923 and subsequent amendment thereof or any other statutory in force whether by the contractor or by the Tamil Nadu Generation and Distribution Corporation Limited as principal employer, it shall be lawful for the Superintending Engineer to retain out of the money due and payable to the contractor such sum or sum of money as may be in his opinion be sufficient to meet such liability.

18) The contractor should furnish the copies of FIR, Post mortem report in case of fatal accidents and Medical fitness certificates in case of non fatal accidents immediately. The contractor should furnish proof for having paid the compensation as fixed by the Deputy Commissioner of Labour in accordance with the provisions of the Workmen compensation act or any other statutory in force.

19) The contractor shall possess valid Labour Licence in accordance with the Contract Labour act 1970 and the interstate migrant workmen act 1979. The contractor shall not engage workers exceeding the maximum number of workmen specified in the Licence.

20) For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TN Factory Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the

occupier and or the manager of MTPS-I is charged by the officials of the Factories Inspectorate with offence punishable under the Factories Act 1948 and TN Factory Rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the Occupier and the Manager of MTPS-I will be discharged from liability under this Act, in respect of such offence.

#### E.11.2 FIRST AID:

At the work site there shall be maintained a readily accessible place for first aid, applicable medicines including adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charges of a responsible person who shall be readily available during working hours.

#### E.11.3 LABOUR LAW:

The contractor should fulfill strictly all the conditions as stipulated in the contract labour (R&A) act 1970 and the rules 1975 made there under and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983.

E.11.3.1) The Contractor who desires to take up works contracts for TANGEDCO/TANTRANSCO should deploy 20 or more workmen on a day of emergency (or) in necessity.

E.11.3.2) The Contractors shall 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.

E.11.3.3) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour licence before executing the works.

E.11.3.4) The contract shall be terminated if the contractor fails to obtain a license under section 12 of the contract labour (R&A) Act 1970 within 10 days of award of contract. The contractors are advised to maintain the records as per section 78 of contract labour (R&A) rules 1971 in respect of each work for which labours are engaged as detailed below:

1. Muster roll inform –XVI.
2. Register of wages in form –XVII
3. Register of overtime in form – XVIII
4. Every contractor should ensure that all the workers engaged by the contractors are paid the minimum wages as per the PWD schedule of rates.
5. Every contractor should pay the wages before expiry of seventh day as per section 66 and shall issue wage slip in Form XIX to workmen as per section 78 (b).
6. Every contractor shall issue a photo identity card in form – 25C as per rule 103-C and time card in 25 B as per section 103-B of Tamilnadu Factories rules 1950.
7. The tenders of the tenderer / tenderers who do not follow the Minimum wages as contemplated in point 4. above will be summarily rejected.

#### E.12.0 LIABILITY FOR DAMAGE TO WORKS OR PLANTS:

E.12.1. The CONTRACTOR shall during the progress of the work properly cover up and protect the work and plant from damage by exposure to the weather, and shall take every reasonable proper, timely and useful precaution against accident or injury to the same from any cause and

shall be and remain answerable and liable for all accidents or injuries thereto which until the same, be or be occasioned by the acts or omissions of the CONTRACTOR or his workmen or his sub-contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the CONTRACTOR and to the reasonable satisfaction of the ENGINEER. Should such loss or damage happen to units of works or plant or materials falling outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the CONTRACTOR to the satisfaction of ENGINEER.

E.12.2 In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the TANGEDCO, be made good by the CONTRACTOR in like manner but at the cost of the TANGEDCO at a price to be agreed between the contractor and the TANGEDCO and the TANGEDCO shall pay to the CONTRACTOR the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be. Until the work shall be deemed to be taken over as aforesaid, the CONTRACTOR shall also be liable for and shall indemnify the TANGEDCO in respect of all damage or injury to any person or to any property of the TANGEDCO or of others occasioned by Act of the CONTRACTOR or his work men or his sub-contractors or by defective design, work or material but not due to cause beyond his reasonable control.

E.12.3 Provided that the CONTRACTOR shall not be eligible under the contract for any loss or profit or loss of contracts or any claims made against the TANGEDCO not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the TANGEDCO or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the CONTRACTOR has not control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

E.12.4 The contractor is not eligible for any compensation whatsoever for delay in supply of department materials or due to any other cause or due to inadequate works for his labour or suspension of work

#### **E.13.0 POWER FOR ENGINEER TO DECIDE ORDER OF WORKS:**

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

#### **E.14.0 SUSPENSION OF WORK:**

The ENGINEER may from time to time by direction in writing for any valid reasons, without in any way vitiating this contract, direct the CONTRACTORS to suspend the work or any part thereof at such time or times and for so long as the ENGINEER may deem desirable ,and the CONTRACTOR shall not, after receiving such written notice proceed with the works there in ordered to be suspended until he shall have received written notice or authority to the effect from the ENGINEER.

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

#### **E.15.0 IDLE LABOUR:**

E.15.1. No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failure or any causes beyond the control of the TANGEDCO and for pre-arranged shutdowns in electricity supply for which prior notice may be given.

E.15.2. The contractor shall maintain **Attendance Register** for their employees as prescribed therein as per Factories Act 1948 and revised Act 1987 & Tamil Nadu Factories Rules 1950, failing which their Registration as a contractor for works will be liable for cancellation.

#### **E.16.0. INSPECTION OF WORKS:**

The ENGINEER or his duly authorised agent shall have all times full power to inspect the

work wherever in progress either onsite or the CONTRACTOR'S premises or at the premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers of documents relating to the works including materials used on works shall be kept open to the inspection of the TANGEDCO or his authorised representative when so called for in writing.

**E.17.0.REMOVAL OF IMPERFECT WORK:**

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

**E.18.0.TOOLS AND PLANTS FOR THE EXECUTION OF THE CONTRACT:**

- a) For TANGEDCO's tools and plants, machinery, equipment and materials that are lent or supplied to the contractor by the department on hire basis for executing the Board's works, such articles so lent or hired to the contractor shall be returned in good serviceable condition to the department. If any damage or shortage caused to such articles by the contractor in the course of their use in the work, the cost as may be determined by the Executive Engineer for rectification or damage or shortage so caused shall be recovered from the contractors then and there.
- b) In the case of hire of TANGEDCO's tools and plants machinery, equipments, materials etc. that are lent to contractor during Board work on hire basis, the hire charges will be recovered on the approved rates for these materials and machinery hired to the contractors then and there. If there is approved rates for these materials and machinery hired to the contractors, a tentative rate will be worked out as per prevailing rates and condition of the board and recoveries will be made from the contractor then and there, till approval rates are received.
- c) If there is any variation between the rates fixed tentatively and approved, Department has every power to recover or refund the balance of the amount from or to the contractor. The materials required for the work will be issued to the contractor at the central stores or section office and the transport from and to the work spot including loading and unloading, stacking etc, will have to be done by the contractor at his expense. Issue of materials to the contractor will be through 'T' Note and details with quantities of materials should be written on the 'T' Note and acknowledgement of the contractor should be obtained on them. Materials not used for the works and the materials retrieved from the works shall be returned by the contractor on his own arrangements at the section office or central stores as directed by the Engineer in charge. The materials other than those supplied departmentally for erection should be brought in by the contractor only after acceptance of the competent authority.

**E.19.0.CLEANING OF THE SITE:**

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

**E.20.0. EMPLOYMENT OF TECHNICAL STAFF:**

The CONTRACTORS who themselves are professionally qualified should undertake to employ qualified technical men at their cost to look after the work. The CONTRACTOR should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required to be always at the site during working hours personally checking all items of work and paying extra attention to such works as may demand special attention

#### **E.21.0. QUALITY OF WORK :**

The work should be carried out strictly in accordance to the specification contained in the schedule under each item of work.

The contractor should not use DOMESTIC LPG cylinders for cutting or welding or heating purposes at Mettur TPS-II site works, failing which their contract is liable for cancellation without any prior intimation / prejudice to the terms and conditions of the contract. IDLE TIME CHARGES FOR ANY REASONS WHATSOEVER SHALL NOT BE ENTERTAINED BY THE BOARD .

#### **E.22.0 TERMINATION OF CONTRACT FOR CONTINUED SLOW PROGRESS**

If the rate of progress of work at any time is found slow to ensure completion of work within the contract period the Engineer will notify the contractor to this effect in writing thereupon. If the contractor fails to do any such work to improve the progress of work the Board shall have the right to terminate the contract after giving 7 days notice and execute the balance work through departmentally or by employing other agency.

In the event of such termination of contract in addition to forfeiture of E.M.D. and S.D. amount paid by the contractor, Board shall have the right to claim as liquidated damages, the excess expenditure incurred in employing other of these agencies and or departmental labour on the basis of actual payment of these agencies and on departmental labour together with overhead, if any as per TANGEDCO regulations.

#### **E.23.0 QUALITY OF MATERIALS:**

- i) All the materials should be as per ISI/or from reputed firm.
- ii) All the materials are to be produced and got approved from Executive Engineer concerned before execution.
- iii) All the materials should have correct specification as mentioned in the tender.
- iv) All the materials offered should have Branch Name or make approved by the site Engineers.

#### **E.24.0 SUBLETTING**

No part of the contract shall be sublet without prior written permission of the Chief Engineer or shall transfer to made by Power of attorney authorizing others, to receive payment on CONTRACTOR's behalf. In case of the CONTRACTOR engaging contract labourers with the prior approval mentioned above in writing, the following should be strictly adhered to.

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

#### **E.25.0 SPLITTING OF THE WORK:**

Owner reserves the right to split up the work covered in the scope of this contract among more than one contractor **as per Tender Regulation & site condition**, at the stage of initial contract award or during the operation of the contract due to the unsatisfactory progress of quality of work or both of the contractor, as considered by the owner. Owner will not entertain any claim from the contractor on account to such splitting up.

#### **E.26.0. JURISDICTION:**

Save as otherwise In TamilNadu Transparency in Tender Act 1998 no order passed or proceeding 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 nor to be taken by such officer or authority in pursuance of any power

conferred by or under this act.

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

**E.27.0 FORCE MAJEURE:**

E.27.1. If at any time during the continuous of this contract, the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons of any war hostilities, acts of public enemy, acts of civil commotion, strikes, lockouts sabotages, fires, floods, explosions, epidemics, warranting restrictions or other Acts of God (herein after referred to as eventualities) then provided notice of the happening of such eventualities, is given by the tenderer to the TANGEDCO within 15days from the date of occurrence there of neither party shall, have any claims for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract shall be refunded as soon as practicable after such eventuality has come to an end or ceased to exist.

E.27.2 Provided that in the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reason so of any eventuality for a period exceeding 90 days, the TANGEDCO may at its option terminate this contract by notice in writing.

**E.28.0. ARBITRATION:** The arbitration Clause is not applicable to this contract.

**E.29.0 THE COMPLIANCE OF EPF & ESI ACT:**

- a). Since Mettur Thermal Power station-II is covered under the EPF & ESI Act, the Contractor who desires to take up works contract for & inside the premises of MTPS-II is required to comply with all the relevant provisions stipulated in the EPF & ESI Act.
- b). The Contractor should have taken separate EPF & ESI main code number. The EPF main code number can be obtained from the Assistant Provident Fund Commissioner / Salem and the ESI main code number can be obtained from the ESI Authorities Salem.
- c). The Contractor shall be responsible for the payment of necessary EPF & ESI contributions - both Employer's and Employee's contributions as per the provisions of the EPF & ESI Act in respect of the actual workers engaged for the specified works.
- d). The Contractor shall submit necessary returns to the EPF office & ESI corporation within he stipulated time as required under the said EPF & ESI Act.
- e). The contractor shall produce the proof of payment of contributions – both Employer's and Employee's contributions made to the EPF office & ESI corporation in order to claim the bills for the respective work at MTPS-II.
- f). The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF & ESI Act in respect of the execution of the Tendered work.
- g). In case the contractor fails to fulfill any of the statutory provisions of the EPF & ESI Act and consequently it happens that TANGEDCO Ltd., has to meet such requirements of the said Act or Statutory Provisions in the capacity of Principle Employer, TANGEDCO Ltd., shall make such good requirements out of money due & payable to the said contractor and further the performance of the said contractor in this regard will be noted for all future contracts of TANGEDCO Ltd.,

h). The subscriptions made for EPF or ESI shall be in the name of contractors who have executed the agreement with TANGEDCO. Subscriptions made by the subcontractors will not be entertained.

As per CE/Per Memo.No.094813/II/G.44/G.441/2007, Dated: 21.01.2019 the compliance to the following conditions to be made:-

1) In certain cases the establishment/employer may not be eligible to avail the benefits under the PMRPY Scheme and similarly in certain cases the employee may also not be eligible to avail the benefits under the PMRPY Scheme based on the conditions of the PMRPY Scheme.

2) In such cases, it is the responsibility of the establishment/employer/ Contractor to remit the employer contribution in respect of those employees engaged for the works of TANGEDCO & TANTRANSCO. The Contractor should also declare that the employer contribution in respect of EPF will be availed from PMRPY or it would be borne by the establishment/employer/Contractor as the case may be.

3. a) The Contractor who desires to take up works contracts for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act.

b) The Contractor should have taken separate EPF main code number.

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

d) The Contractor shall 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.

e) The Contractor shall submit necessary returns to EPF Organisation within the Stipulated time as required under the said EPF & MP Act.

f) The Contractor shall 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. The works bill should be claimed only after ensuring the remittance of both the Employer's and Employee's PF contributions by the contractors.

g) The contractor shall 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.

h) The contractors shall register their establishment under (PMRPY) Pradhan Mantri RojgarProtsahanyojana with the Employees Provident Fund Organisation.

i) 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.

The Employer contribution of EPF remitted by the contractor for the works contract will not be reimbursed by TANGEDCO.



**E.30.0      GUARANTEE:**

i) The tenderer shall however accept to furnish guarantee / performance bank guarantee for the work done for 12 months from the date of commissioning / 18 months from date of completion of work whichever is earlier. If any defect noticed in the workmanship / materials, the same should be made good at free of cost.

ii) The performance guarantee for 5% of Total contract value should be produced in a non – judicial stamp paper of value Rs. 80/- (Rupees Eighty only) with two witnesses, immediately after completion of works.

**SECTION-F**  
**SPECIAL CONDITIONS**  
**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No.40 / 2022-23**

**NAME OF WORK:** MTPS-II-CHP-II- Disassembly, Inspection of Internals, Reconditioning of Internals, Removal of Bearings, Oil Seals, Assembling of 1 No. of Elecon Make Gearbox (Model:JU400) and trial run of gearbox of Stacker cum reclaimer.

**Work:**

- ★ The work should be done carefully and without hindrance to other agencies/ Board who are in the work in the area.
- ★ For any damage /misusing or theft to the Board equipment during work the contractor will be solely responsible and the loss due to this should be borne by the contractor.
- ★ If the contractor does not carry out the work to the entire satisfaction of the Engineer in charge the contractor will be liable for termination without assigning any reasons there for.
- ★ The tenderer should inspect the equipment and take out a through assessment of the nature the work and satisfy him before tendering. Any representation at a later date under any circumstances on any account will not be entertained.
  - ★ Based on the actual works undertaken, the bill will be claimed and paid.
- ★ The work should be carried out continuously and completed within a period as directed by the Engineer in charge of work.
- ★ If the contractor fails to complete the work/discontinue, Board will carry out the work by engaging the other suitable agencies. The loss or inconvenienced in connection with above work will be recovered from the default contractor.
- ★ The required quantity of consumables has to be supplied by the contractor as per the direction of Engineer in-charge.
- ★ The bill for the Preventive / Break down maintenance works will be claimed only for the works carried out actually as per the site condition.

**Labour:**

- ★ The contractor has to arrange for the skilled workmen required for the work. The skilled man should be present during works.
- ★ The contractor should engage sufficient quantity of skilled and unskilled labours for the completion of entire work.
- ★ Drawal and devolution of retrieved scrap materials is connected to the concern work under the contractor scope.
- ★ The contractor should have one supervisor at site during working hours.

**Safety:**

- ★ Safety precautions should be adopted strictly during the work and in the work area
- ★ The area should be cleaned after completion of work.
- ★ The contractor should adhere to all safety precautions and statutory provisions for the workmen and necessary group insurance should be taken for them. The Board cannot be held responsible for any accidents due to the carelessness of the worker. Mettur TPS-II will not be responsible in any way either legal or financial to the same. The contractor will have to pay compensation to such cases.
- ★ Insurance policy should be submitted to the concerned Engineer In charge of Mettur TPS-II well before commencing the work.
- ★ Only 24V-hand lamp should be used for internal works. Floor lights, if required have to be arranged by the contractor.

- ★ Every portable electrical tool to be used should be with three pin plug and three wire system, only to avoid electrical shock during work. Proper earthing should be checked both at supply and at tool before commencement of the work.
- ★ The contractor should be carried out the works strictly accordance with the safety norms pertaining to the factory act. All the relevant safety precaution material such as helmet, safety shoe, rain coats, safety ropes, hand gloves and welding Goggles and other applicable thinks should be supplied to the labours.

#### Insurance:

- ★ All the workers should be insured against accident. The Board will not be responsible for any compensation in the event of accident etc
- ★ Copy of workmen compensation group insurance policy for entire period of work for the men engaged on the work have to be furnished to Engineer in-charge /MTPS-II.

#### T&P:

- ★ The contractor has to arrange for all necessary tools & plant and welding & cutting equipments required for entire work as per the direction of Engineer in-charge.

#### EPF & ESI:

- ★ Since MTPS-II comes under EPF coverage, the tenderer should produce EPF code Number for having registered in the respective statutory bodies and the evidence for the above should be enclosed inside the outer cover of the tender or otherwise their tender will be summarily rejected

#### PLASTIC FREE ZONE:

- ★ MTPS-II is plastic free zone. Hence, the tenderer is requested not to carry any plastic materials inside the plant premises and also the contractors are responsible to maintain the plastic free environment at their respective work place and if any plastic material is found at or around their work spot, suitable penalty will be imposed to the concerned agency.

#### POOR QUALITY OF WORK

- ★ If the contractor does not engage sufficient staff or the quality of work is not upto the satisfaction of Engineer-in-Charge or there is delay in attending of jobs, penalty @ Rs.5000/ for a instance shall be imposed on the contractor.

#### PENALTY FOR CLEANLINESS OF WORKING AREA

- ★ If the cleanliness of the working area not maintained as per the entire satisfaction of Engineer-in-Charge, then a penalty of Rs.1000/- per instance shall be imposed on the contractor.

## Special Safety Conditions

1. All the relevant personal protective equipment 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, fiberhelmet, fall net etc., should be supplied by the contractors to their workmen and to be ensured for proper usage by their workers without fail as per the factories act 1948.
2. Proper welding machine with accessories, good & sound construction of handtools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials etc., should be used. Proper earthing shall be provided wherever necessary.
3. The contractor shall not allow his workmen to wear loose garments, like lungies, dhotis, watches, loose jewels and bangles etc., while at work and also shall not allow to smoke cigarette, beedies etc., inside the Power Plant premises.
4. The contractor shall ensure that his workmen to wear tight full pant while at work inside the Power Plant premises.
5. No workmen below the age of 18 year should be engaged by the contractor for any works and no women workers shall be allowed to work in night hours except between 6 AM to 5 PM inside MTPS – II (1x600 MW).
6. The work should be done carefully by observing all safety precautions. The contractor is advised to take utmost care for the protection of their men and materials. No compensation will be paid by TANGEDCO on account of any accident to men (or) loss of materials. Any accident occurred should be reported to the officer in charge immediately in writing in the prescribed format in accordance with the Factories act, 1948.
7. The works have to be executed only in the presence of supervisors engaged by the contractor as well as department personal.
8. More care has to be taken during the execution of works at higher elevations, and confined spaces.
9. The contractor workmen should not to open the fire hydrants for taking bath etc.,
10. Comprehensive insurance policy or coverage should be taken for each & every contract worker, while attending any work in the plant.
11. 24 volt test lamp should be used while attending works in the confined spaces like inside the boiler, trench etc.,
12. Any job, carried out at higher elevation above 2 meter, workers should wear safety belt.
13. The contractor shall indemnify TANGEDCO against all actions, suits, claims, compensation towards accidents / death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law or under the workmen compensation Act 1923, or any other statute in force during the period of contract / and to undertake steps properly to insure against any claims there under.

14. On the occurrence of accident which may result in the death of any workman employed by the contractor or which is due to the contract work and so serious as to be likely to be result in the death of any such workman, the contractor shall within 24 hours of happening of such accident intimate in writing the fact of such accident to the Superintending Engineer / Operation / MTPS – II, who is the Factory Manager and such officers required by the provision of the workmen compensation Act. The contractor shall indemnify resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any payable by TANGEDCO as a consequence of Tamil Nadu Generation and Distribution Corporation Limited failure to give notice under the provision of the said act or other wise to confirm the provision of such act in regard to such accident.
15. In the event of accident of which compensation may become payable under workman compensation act VII of 1923 and subsequent amendment thereof whether by the contractor or by the Tamil Nadu Generation and Distribution Corporation Limited as principal employer, it shall be lawful for the Superintending Engineer to retain out of the money due and payable to the contractor such sum or sum of money as may be in his opinion be sufficient to meet such liability.
16. The contractor should furnish the copies of FIR, Post mortem report in case of fatal accidents and Medical fitness certificates in case of other accidents immediately. The contractor should furnish proof of having paid the compensation as fixed by the Deputy Commissioner of Labour in accordance with the provisions of the Workmen compensation act.
17. The contractor shall possess valid Labour License in accordance with the Contractor Labour act 1970 and the interstate migrant workmen act 1979. The contractor shall not engage workers exceeding the maximum number of workmen specified in the License.
18. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and Tamil Nadu Factories rules 1950 made there under, the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of MTPS – II(1x600 MW) is charged by the officials of the factories inspectorate with offence punishable under the factories act 1948 and Tamil Nadu Factories rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the Occupier and the manager of MTPS – II (1x600MW) will be discharged from liability under this Act, in respect of such offence.

SECTION – G  
INSTRUCTION TO BIDDERS (Bid Submission)  
**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No.40 / 2022-23**  
INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER

G 1.0 The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in/nicgep/apponly>. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited.

G 2.0 Registration:

2.1 The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.

2.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.

2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.

2.4 Upon enrolment, the bidders are required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

2.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

G 3.0 Contact persons:

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

e-mail : [support.etender@nic.in](mailto:support.etender@nic.in)

Contact No.: 044 – 24466495 , 24902580 Extn.: 332  
24917850

G 4.0 System Requirement:

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

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

G 5.0 Searching for Tender Document:

5.0 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.

- 5.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 5.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### G 6.0 Preparation Of Bids:

- 6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 6.2 Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 6.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. One hardcopy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TANGEDCO after opening of the e-tender.
- 6.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 6.5 The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

#### G 7.0 Electronic Submission Of Bids:

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

- 7.1 Bidder should log into the site well in advance for bid submission so that 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.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 7.3 Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.
- 7.4 The scanned copy of payment made through RTGS/NEFT or by way of Account Transfer towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 7.5 A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 7.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- 7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.9 Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7.10 Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
- 7.11 The TANGEDCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TANGEDCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.
- G 8.0 Late Bid:  
The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.



G 9.0 Modification and withdrawal of bids:

9.1 Bidders may modify their bids online before the deadline for submission of bids.

9.2 In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.

9.3 No bid may be modified after the deadline for submission of Bids.

G 10.0 ASSISTANCE TO BIDDERS:

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

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

It may be noted by the bidders that NIC is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TANGEDCO and the successful bidder(s) subsequent to the bidding process.

SECTION – H  
INSTRUCTION TO BIDDERS REGARDING OPENING OF ONLINE BIDS IN  
E-TENDER & EVALUATION  
SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No.40 / 2022-23

H.1.0 For and on behalf of TNEB, Tender offers will be opened electronically at **14.30Hrs.** on the date notified i.e. **on 14.03.2023** at the office of the **Superintending Engineer / M-II / Mettur Thermal Power Station-II / Mettur Dam - 636406**, through <https://www.tntenders.gov.in/nicgep/app> in the presence of tenderer's authorized representative, who are present on the date of opening. No late tender and those not in confirming with the prescribed forms, conditions, specification or without Earnest Money Deposit are entertain able.

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

H.1.1 An undertaking on a non-judicial stamp paper of appropriate value(Rs.80/-) to pay an amount equivalent to E.M.D. in case of non-fulfillment of the conditions stipulated in the contract, in the case of exempted categories for payment of E.M.D shall also be uploaded.

H.1.2 The Tenderer should quote their rates for all the portions of schedule items or otherwise the tender rates will not be considered and will be rejected.

H.1.3 The Tenderer should work out his own workable rates and the quoted rates should be firm till the acceptance of the proposal. The tenderer should inspect the site and offer his rates after thoroughly verifying the nature and items of various works involved. No extra claim will be allowed later on.

H.1.4 The tenderer should submit his rates only in the departmental schedule of quantities forms enclosed along with the specification. Otherwise the tender will be rejected at the time of opening the tender itself.

H.1.5 The tenders will be evaluated strictly as per the TamilNadu Transparency in Tender Act, 1998 and the TamilNadu Transparency in TenderRule,2000.

H.1.6 Conditional Tenders will not be accepted.

H.2.0. **RECEIPT OF TENDER:**

**The tenders received after the specified date and time will summarily be rejected.**  
If the date happens to be holiday, the next working day will be the due date.

H.3.0. **OPENING OF TENDER:**The tender received with in the time specified for submission will be opened in the presence of such of those Tenderers or their authorized agents as may be present.

H.3.1 **OPENING OF COMMERCIAL & TECHNICAL BIDS (PART-I):**

The Tender offers will be **opened electronically at 14.30Hrs. on the date notified at the Office of the Superintending Engineer / M-II / MTPS-II / Mettur Dam, through : https://www.tntenders.gov.in/nicgep/app in the presence of tenderer's authorized representative who may wish to be present on the date of opening.**

H.3.2 **OPENING OF THE PRICE BIDS: (PART - II)**

Price bids (Part-2) of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically **by the nominated members** on the same day.

**If the Due date of opening is declared as a holiday, the tender will be opened on the next working day at 14: 30 hrs**

H.3.3 If the tender is made by an individual, it shall be signed with his full name and his address. If it is made by a firm, it shall be signed with co-partnership name by a member of the firm and address of such member of the firm shall be given. If the tender is made by a corporation, it shall be signed by duly Authorized Officer, who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be

required, before the contract is executed, to furnish evidence of its corporate existence.

**H.4.0 PERMANENT ACCOUNT NUMBER:-**

Income tax payable on the contract amount at the appropriate rates levied from time to time will be deducted out of the payments to be made to the contractor in accordance with the provisions of the Income Tax Act 1961 as amended from time to time. The tenderer has to furnish their Permanent Account Number along with their offer.

H.5.0 Tenderers should upload an attested Xerox copy of their Registration Certificate as contractor for works in TNEB / Thermal Stations in the techno commercial bid if available.

**H.6.0 RIGHTS OF THE TANGEDCO:**

Not with standing anything contained in this specification TANGEDCO reserves the right to:

- a) Accept the lowest tender.
- b) Revise the quantities at the time of placing orders.
- c) Reject any or all the tenders or cancel without assigning any reasons there for.
- d) To split the tender quantity and place orders on one or more than one firm to meet the delivery/ work requirement.
- e) Recover losses if any sustained by TANGEDCO from the successful tenderer who pleads inability to supply/ work and backs out of his obligation after award of contract. The Security Deposit paid shall be forfeited.
- f) To cancel the orders for not keeping up the delivery /work schedule.

**H.7.0. VALIDITY OF TENDER:**

Tender should be valid for a period of **90 days** from the date of opening of Tender. Offer with lesser validity period shall be rejected. Any delay in deciding the tender for administrative reasons should not be a plea for revising the rates originally offered in the tender.

**H.8.0 INFORMATIONS REQUIRED & CLARIFICATIONS:**

G.8.1. The Firm/ Contractor shall also carefully study the site condition and additional specifications and all the documents which form part of the contract can be obtained during office hours on any working day from the office of the Superintending Engineer / ES/ Mettur Thermal Power Station – II

G.8.2. The Tenderer shall inspect the site, examine and obtain all information required and satisfy himself regarding access to site, communication, transport, equipment and facilities and local working conditions required for the work. Ignorance of the site condition shall not be accepted by the owner as basis for any claim for compensation. Any later claims /disputes in regard to the rates quoted shall not be entertained. No ambiguous clauses, which may put the Board to uncertain commitments will be entertained. The Board will not however, after acceptance of the contract rate, shall give any extra charges for lead or for any other reasons in case the contractor is found later on found to have misjudged the materials available.

**G.9.0. RATES ARE INCLUSIVE OF INCIDENTAL ITEMS:**

It will be deemed that the rates quoted by the tenderer are inclusive of all incidental items of work not necessarily mentioned in the schedule but never the less essential for the correct and complete execution of the work. The prices should be in Indian Currency.

No variation in price will be accepted and price quoted should be firm till the acceptance of the proposal furnished by the tenderer.

The rates quoted for individual items shall be firm and exclusive of G.S.T. The applicability of G.S.T. shall be enumerated separately.

**H.10.0 SCHEDULE FOR QUANTITIES:**

H.10.1 Only one schedule is enclosed to this tender specification and the rates should be written both in words and figures. The tenders shall be submitted in the same format without any alteration to the schedule.

H.10.2 A tentative schedule of quantities of the work accompanies this tender specification. It

shall be definitely understood that, the board does not accept any responsibility for the correctness of the schedule and this schedule is liable for alterations by omissions, reduction or additions at the discretion of the SE or his authorised representatives, or as set forth in the conditions of the contract at any stage (i.e either at finalising the award of tender or during the execution of work etc). The Tenderer should however quote his specific workable rates for each item in Rupees and paise based on the quantities in the tender schedule. The quantities furnished in the schedule are approximate and are subject to variation.

- H.10.3 The bid evaluation shall be done as per Tamilnadu Transparency in Tenders Act 1998 and Tamilnadu Transparency in Tender Rules 2000. **Since GST is enacted where in all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside Tamilnadu.**
- H.10.4 The TANGEDCO or any Officers authorized by it, reserves the right to reject any or all the Tenders without assigning any reasons there for and also reserves the right to award the works to the contractor or split the work suitably and award the same to one or more contractor without assigning any reasons therefor.
- H.10.5. Tenders offering a percentage deduction from or increase in the estimate amount and those not submitted for lump sum amount for items not called for shall not be included in the tender. No alterations which are made by the tenderer in the contract form, the conditions of contract, the drawings, and the specification of quantities accompanying the same will NOT be recognized. If any such alterations are made, the tender will be void. **Tenders not uploaded in the board's schedule of quantities form will not be considered.**

**H.11.0 DETAILS OF CONFIDENTIAL:**

The tenderer whether his tender is accepted or not, shall treat the specification, etc., as confidential.

**H.12.0 EMPLOYMENT BY CONTRACTORS OF QUALIFIED TECHNICAL STAFF IN EXECUTION OF WORKS:**

Preference in selection from among the tenderers will be given other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work. The tenderer should, therefore state, in clear terms, whether they are professionally qualified or the staff to be employed. In case, the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site during working hours personally checking all the work and paying extra attention to such works as may demand special attention.

The tenderers who themselves are professionally qualified should undertake to employ qualified technical men at their cost to look after the work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required to be always at the site during working hours personally checking all items of work and paying extra attention to such works as may demand special attention.

If further necessary information is required the SE /MII/MTPS II Mettur Dam-6 will furnish such, but it must be understood that tenders uploaded should be in order and according to instructions cited above

**H.13.0 RIGHT TO DECIDE THE TENDER RESERVED :**

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

In case of any discrepancy the decision of the TANGEDCO or the competent authority will be final and binding on the tenderer. TANGEDCO or the competent authority Reserves the right to reject any or all the tenders without assigning reasons and reserves the right to divide the number of works to be entrusted between two or more contractors.

Madras Detailed Standard Specification will be followed wherever applicable and in cases not covered by the individual specification attached.

#### **H.14.0GENERAL:**

Before quoting of the tender, the tenderer should have carefully followed the instructions in the tender notice and have read the TamilNadu building Practice and the relevant conditions of the General conditions of Contract and should have made such examination of the contract documents and the specification etc. and of the location, where the said work is to be done and in regard to the materials to be furnished as to enable him thoroughly to understand the intention of the same and requirements, covenants, stipulations and restrictions contained in the contract and in the said specifications and should distinctly agree that they would not here after make any claim or demand upon TANGEDCO based upon or arising out of any alleged misunderstanding or misconception or mistake on their part of the said requirements, covenants, stipulations and restrictions and conditions.

The tenderer should clearly understand that the entire work has to be carried out in accordance with the relevant Indian Standard specifications with their latest amendments and his rates shall be inclusive of the all the expenses required to meet the requirements of such specifications.

The tender should quote specific rates for each item in the schedule and the rates should be in rupees and sums of five paise. The rates should be written both in words and figures. In case of discrepancy between the two, the lesser of the two only will be taken as the quoted rate.

#### **H.15.0APPEAL :**

Any tenderer aggrieved by the order of the tender acceptance authority (competent authority) may prefer an appeal to the TANGEDCO within 10 days from the date of receipt of order.

**SECTION – I**  
**REJECTION OF TENDER**

**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No. 40 / 2022-23**

- I. 1) Tenders will be SUMMARILY rejected and the price bid will not be opened if
- a) The EMD requirements are not complied with.
  - b) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
  - c) Not satisfying any one of the Bid Qualification Requirement as stipulated.
  - d) If EPF & ESI & GST registration DETAILS has not been updated.
- I. 2) Tender is LIABLE to be rejected, if it is:
- a) Not covering the entire scope of Work.
  - b) With validity period less than that stipulated in this specification.
  - c) Not in conformity with TANGEDCO's Commercial terms and Technical Specifications
  - d) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
  - e) From any black listed Firm or Contractor.
  - f) Received by Telex / Telegram / E-Mail/ Fax.
  - g) From a tenderer whose past performance / Vendor rating is not satisfactory
  - h) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
  - i) Received after tender opening.

**SECTION - J**  
**DECLARATION**

**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No.40 / 2022-23**

TO  
The Superintending Engineer,  
Mechanical -II  
Mettur Thermal Power Station-II,  
Mettur Dam - 636406.

Dear Sir,

- 1) Having examined the above specification together with the accompany schedules etc., we hereby offer & accept to undertake the workalong with materials if any, covered in this specification, at the rates entered in the attached schedule of prices.
- 2) We hereby guarantee the particulars entered in the schedules attached to the specification.
- 3) In accordance with Security Deposit clause of the specification, we agree to furnish security to the extent of 5% of the total value of the contract.
- 4) We hereby declare that we have registered with PMRPY Scheme with EPFO to avail the benefits and employer contribution in respect of EPF will be availed from PMRPY or it would be borne by us.

Yours faithfully,

PLACE :

SIGNATURE :

DATE :

DESIGNATION :

COMPANY SEAL : COMPANY :

**SECTION - K**

**DRAFT UNDERTAKING IN LIEU OF PAYMENT OF EARNEST MONEY DEPOSIT**

**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No. 40 / 2022-23**

To executed in a Non-Judicial Stamp paper of Rs.80/-

THIS UNDERTAKING executed at - - - - - On this  
the - - - - - date of - - - - - By M/s. - - - - -  
- - - - - a company registered under companies Act, 1956,  
having its registered office at - - - - -  
- herein after called the tenderer " TO AND IN FAVOUR OF TANGEDCO " a body corporate constituted  
under the Electricity (Supply) Act, 1948, having its office at NPKRR Maaligai, Electricity avenue, 800, Anna  
Salai, Chennai - 600 002 represented by the Superintending Engineer/Electrical Systems/Mettur Thermal  
Power Station-II/Mettur Dam (herein after called the TANGEDCO)

WHEREAS the contract is for the work of - - - - - In terms of  
the tender specification sl No: - - - - - dated - - - - -

AND WHEREAS in accordance with clause - - - - - of the above  
said Tender specification, the tenderer has to furnish Earnest Money Deposit of Rs. - - - - -  
(Rupees - - - - - only)

AND WHEREAS the tenderer has request the TANGEDCO to accept an undertaking in-lieu of  
payment in cash towards Earnest Money Deposit.

AND WHEREAS the TANGEDCO has accepted the request of the tenderer subject to his executing an  
undertaking to pay to the TANGEDCO not exceeding Rs. - - - - - (Rupees - - - - -  
- - - - - only) representing the Earnest Money Deposit together with  
costs in case of non-fulfillment of the conditions stipulated in the Tender specification or the conditions  
stipulated in the contract by the tenderer. IN CONSIDERATION of the TANGEDCO having agreed to accept  
an undertaking from the tenderer in-lieu of Earnest Money Deposit payment in cash, the tenderer  
undertakes to pay the sum of Rs. - - - - - (Rupees - - - - -  
- - - - - only) Immediately when a demand is raised by TANGEDCO against the tenderer without any demur in  
the event of the following:

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security  
Deposit
- ii) It revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the tender specification No: - - - - - dt. - - - - -  
-

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

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

The expression, "Tenderer " and " the TANGEDCO " herein before used shall include their respective  
successions and assign in office. IN WITNESS WHERE OF THIRU. - - - - -

- for and on behalf of the tenderer has signed this undertaking on the day, the month and year first  
above written.

SIGNATURE

(Name in Block Letters)

In the presence of Witnesses:

- 1)
  - 2)
- (Name & Address in Block letters)



**SECTION - L**  
**INDEMNITY BOND**

**SPEC NO: CE/MTPS-II/SE/M-II/CHP-II/ OT.No.40/ 2022-23**

NAME OF WORK: MTPS-II-CHP-II- Disassembly, Inspection of Internals, Reconditioning of Internals, Removal of Bearings, Oil Seals, Assembling of 1 No. of Elecon Make Gearbox (Model:JU400) and trial run of gearbox of Stacker cum reclaimer.

I/We .....(Contractor) Address

.....  
.....

Do hereby indemnify TANGEDCO against any loss or damages or injury to person (or) property resulting from any accident and provisions of workmen's compensation act and will take steps to properly insure against any claim

Signature of the contractor

Date:

Seal :

SECTION-M  
GENERAL STATUTORY CONDITIONS

1) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteenth year 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 the current PWD Schedule rates (or) Minimum Wages Act (if applicable).

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

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

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

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

7) In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contract 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 FORTYEIGHT 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&MPAct;
- (b) The Contractor should have a separate EPF main code number.
- (c)The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF& MPAct.
- (e)The Contractor should produce the proof of payment of contribution  
- both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tenderedwork.
- (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 uptoRs.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) The contractor who claims exemption under the ESI Act should

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

4.0 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.



5.0 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.

(e) Muster Roll in Form -XVI.

(f) Register of Wages in Form -XVII.

(g) Register of overtime in Form -XVIII.

(h) The contractor shall issue an photo identity card to his employees

6.0 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.

7.0 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 be duly signed with seal by the contractor.

#### 8.0 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 be duly signed with seal by the contractor.

#### 9.0 Statutory Compliance Clearance Certificate.

The Contractor has to obtain the Statutory Compliance certification for the work contracts from the service providers. The required documents should be submitted through Online by the respective Contractors. Such applications for the statutory clearance certificate will be allocated to one of the service provider, in the panel, in an automatic digital rotation method. The charges for such clearance certificate will be at the rate of Rs.2.50/- per man day/per month with minimum charges of Rs. 500/- and maximum charges of Rs.4000/-. And Rs. 300/- for re-audit due to reasons attributable to the contractor. The Charges should be paid by the respective contractor to the service provider through Online.

In TANGEDCO/TANTRANSCO from 01.01.2021 the digital based Statutory Compliance Services should be integrated with the bill processing system. The bills will be processed only after the automatic clearance from the Digital based Statutory Compliance Services.

#### 10.0 Tamil Nadu Rationalization 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 License/Renewal of License (under CLRA and ISMW Rules)
FORM III	Form of Certificate by Principal Employer (under CLRA and ISMW Rules)
FORM IV	Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)
FORM V	Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)
FORM VI	License and Renewal (under CLRA and ISMW Rules)
FORM VII	Notice of commencement/ completion of work (under CLRA and BOCW Rules)
FORM VIII	Service Certificate (under 3 Rules)
FORM IX	Certificate of Medical Examination (under BOCW Rules)
FORM X	Report on recruitment and employment of workmen and cessation of employment of workmen (under ISMW Rules) migrant
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-B] with respective Superintending Engineer's of the circle.

## 12.0 SAFETYCONDITION:-

(i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, belt rope, rubber gloves, earth rod, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail. The earth rod should be checked periodically to ensure that tightness of bolts of the copper plates and to ensure it is free of corrosion.

(ii) Proper good and sound 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 office or in the works spot.

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

(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 contractors 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) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding or electrocution.

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 the workmen

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

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

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

(ix) 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.

(x) 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

(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.

### 13.0: VENDOR REGISTRATION:

The Vendor registration is mandatory and the vendor portal (<http://exam.tnebnet.org/tnebvendor/>) is made available in Public website to access by all vendors.

SECTION-N  
UNDERTAKING (Remittance of EPF & ESI)

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

**NAME OF WORK:** MTPS-II-CHP-II- Disassembly, Inspection of Internals, Reconditioning of Internals, Removal of Bearings, Oil Seals, Assembling of 1 No. of Elecon Make Gearbox (Model:JU400) and trial run of gearbox of Stacker cum reclaimer.

Order No.

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

Authorized Signatory  
(Contractor)  
With Seal

Date:

Place: