



**TAMIL NADU POWER GENERATION
CORPORATION LIMITED
(erstwhile TANGEDCO)**

SPECIFICATION FOR THE WORK OF

KGTPS-Civil - Up keeping maintenance of sanitation, sweeping, cleaning, Pollution & Environmental monitoring etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work.

SPECIFICATION NO: SE/KGTPS/WC.No.36/2025-26

THROUGH e-TENDERING

**OFFICE OF THE
SUPERINTENDING ENGINEER,
KUTTALAM GAS TURBINE POWER STATION,
THERIZHANDUR POST
KUTTALAM-609 808,**

E Mail :sekgtp@tnebnet.org

OPENING DUE ON 06.01.2026

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

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INSTRUCTIONS FOR ONLINE BID SUBMISSION:

1.0 GENERAL:

e-Tender system in "Two Part" under Open Tender system is invited by the SUPERINTENDING ENGINEER/Kuttalam GTPS, for and on behalf of Tamil Nadu Generation and Distribution Corporation Limited for the work of, **"Upkeeping maintenance of sanitation, sweeping, cleaning, Pollution & Environmental monitoring works etc.,of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work."**

2.0 INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION

Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify for opening of price bid. In this document, the terms "Bidders" and "Vendors" mean the one and same.

The bidders are required to submit soft copies of their bids electronically on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, using valid Digital Signature Certificates. The Tamil Nadu Government e-Procurement System Portal enables the bidder to download the tender schedule free of cost and then submit the bids online through portal. The bidders are requested to go through the 'Special Instructions to the Contractors/Bidders for the e-submission of the bids online through the e-Procurement Portal available in the 'Help for Contractors' menu before submitting their bids.

The instructions given below are meant to assist the bidders in registering on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, prepare their bids in accordance with the requirements and submitting their bids online on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal.

More useful information for submitting online bids on the TAMILNADU GOVERNMENT PROCUREMENT Portal may be obtained at: <https://tntenders.gov.in>

3.0 REGISTRATION:

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

- 1) By clicking on the link **"Online bidder Enrollment"** on the TAMILNADU GOVERNMENT E - PROCUREMENT Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the TAMILNADU E PROCUREMENT Portal.
- 4) Upon enrolment, the bidders will be required to **register their valid Digital Signature Certificate (DSC)** (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

4.0 SEARCHING FOR TENDER DOCUMENTS:

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

5.0 PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as 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.
- 5) The bids submitted in e-tender will be encrypted by Tamil Nadu Government e-Procurement System Portal software before storage in their data base. This will protect the secrecy of bids until actual opening of the tender.

6.0 ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit online the requirements under qualification criteria and technical documents required, **SCHEDULES and SCHEDULE OF PRICE /BOQ vide Section G.** 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 acknowledgment of bid submission.

7.0 PROCEDURE FOR SUBMISSION OF BIDS:

- 7.1 Bids shall be submitted online only at Tamil Nadu Government e-Procurement System Portal: <https://tntenders.gov.in>. Bidders are advised to follow the instructions in the heading "Instructions to Bidder for Online Bid Submission" provided in the Specification for online submission of bids. 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 The Bidder has to select the payment option as "online" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in). The payments for the tenders like EMD will be carried out by the Bidders only through online payment mode.
 - The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gateway**. If excess or short, the tender status will be shown as invalid.
 - If submitting EMD as BG/EMD/Udayam(SSSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" file.
 - The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process. If there is any delay, due to other issues, bidder only is responsible."
- 7.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BOQ file, open it and complete the Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc). In the Blue cells, the Bidder should fill only the relevant cells and should not touch the other cells which he finds irrelevant to his/her quote. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 7.5 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only in the BOQ. The Bidder shall fill up the values in INR for Indigenous component of the item of works in the respective rows The Bidders shall quote their value in the relevant Blue colored cells only.
- 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 bid opening by the authorized bid openers. During the bid submission in e-tender, bidders are advised to use "Attach Documents" link to documents in document library. Multiple documents can be uploaded. Once documents are uploaded in the library, vendors can attach documents through "Attach Documents" link by selecting the particular tender from the dropdown list.
- 7.9 The bidder should note that only a file which is "attached" with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered submitted if only if the Bidder has made "Final Submission". Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final submission will be treated as non-submission of bid in e-tender.
- 7.10 The Bidder has an option to edit Technical Bid and Price Bid as many times as he wishes till the "final submission".
For further assistance, please follow instructions of "Vendor guide".
- 7.11 If after making "Final Submission" of e-tender and before the scheduled closing time for Bid submission if a bidder wishes to make changes in his Bid, he/she can do so by clicking the "Delete Bid" option. By doing so, the entire Bid submitted by the Bidder will get deleted. A system generated email will be sent to the registered email ID of the bidder acknowledging the deletion. The bidder will be able to save and submit his/her new Bid again. If a bidder deletes his Bid and does not submit his/her new Bid in the same manner as stated above, his/her Bid will not come up for opening or further processing.
- 7.12 If after "final submission" of Bid and before the scheduled closing time for Bid submission if a bidder wishes to withdraw his/her bid, he/she can do so by clicking the "Withdraw Bid" option. By withdrawing a bid, a Bidder will lose the opportunity to re-submit his Bid against the same-tender.
- 7.13 Intending bidder are advised to visit Tamil Nadu Government e-Procurement System Portal (<https://tntenders.gov.in>) regularly till closing date of submission of bid for any corrigendum/addendum/amendment to ensure that they do not miss out any corrigendum/addendum uploaded against the said tender after downloading the tender document.
- 7.14 Bids will be opened as per date/time as mentioned in the Tender Specification. After online opening of Technical Bid, the results of their qualification as well Price Bid opening will be intimated later. The responsibility of downloading the related corrigendum, if any, will be to that of the bidders.
- 7.15 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.
- 7.16 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 7.17 E-tender cannot be accessed after the due date and time for bid submission. Since the

uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only).

- 7.18. Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered e-mail ID.
- 7.19 After price bid opening and on evaluation of price bid and after ascertaining the lowest bidder (L1), upon intimation by TNPGL, the Bidder with lowest evaluated price shall submit two hard copies of the electronically submitted bid documents.
- 7.20 If any of the particulars of hard copy and soft copy does not match, the bid of such bidder will be summarily rejected and the bidder will be blacklisted.
- 7.21 The Bidders may note that the Technical Bid and the Price Bid submitted in e-tender will be encrypted by the Tamil Nadu Government e-Procurement System Portal own software before storage in the database. This will be done to protect the sanctity and confidentiality of the Bids before the actual opening of the same.

8.0 BIDDING PROCESS

The entire bidding process is divided into two stages, i.e., Stage I - Opening of Techno-commercial Bid and Stage II- Opening of Price Bid and will be through e-tender.

9.0 OPENING OF TECHNO-COMMERCIAL BID

During tender opening, the Techno Commercial Bids will be opened electronically by the nominated members on the specified date and time as specified in the tender document. The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be qualified as eligible bidders.

10.0 OPENING OF PRICE BID

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

11.0 BIDDING IN E-TENDER

- a) During bid submission process in e-tender, the bidder should allow to run a application JAVA ENCRYPTION APPLET (process along with screenshot available at vendor guide) by accepting the risk and clicking on run. This exercise has to be done twice immediately before clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
- b) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid have been saved, the bidder can click on the "Final Submission" button to register their bid.
- c) In all cases, bidder should use their ID and password along with Digital Signature at the time of submission of their bid.
- d) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

- e) The e-tender floor shall remain open from the pro-announced date & time and for as much duration as mentioned above.
- f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of work/supply.
- g) It is mandatory that all bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- h) TNPGL reserves the right to cancel or reject or accept or withdraw or extent the tender in full or in part as the case may be without assigning any reason thereof.
- i) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- j) Bidders are advised to exercise caution in quoting their bids in e-tender and rebid submission as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- k) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the Notice Inviting Tender (NIT).
- l) No deviation to the technical and commercial terms & conditions are allowed.
- m) Bidders are not required to sign in each page of the tender specification. Instead bidders are required to submit a declaration document (e-Tender Acceptance Letter) as specified in Annexure-III of the specification.

It may be noted by the bidders that Tamil Nadu Government e-Procurement System Portal is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TNPGL and the successful bidder subsequent to the bidding process.

12.0 ASSISTANCE TO BIDDERS:

- 12.1 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.
- 12.2 Any technical related queries relating to the process of online bid submission or queries relating to Tamil Nadu Government e-Procurement Portal in general may be directed to the 24x7 Tamil Nadu Government e-Procurement Portal Help Desk through 'Contact us' Folder.

13.0 CLARIFICATION:

The bidders who have downloaded the specification from the website can get clarification on the written request to the Superintending Engineer/Kuttalam Gas Turbine Power Station or by e-mail to sekgtpp@tnebn.net.org, before 48 hours from the date of tender opening.

All the clarifications shall be posted in the web site of the owner. Bidders need not expect individual communication/clarification in this regard.

::TAMIL NADU POWER GENERATION CORPORATION LIMITED::
(erstwhile TANGEDCO)

Online e-bids are invited from eligible and prospective bidders for the work of **Upkeeping maintenance of sanitation, sweeping, cleaning, Pollution & Environmental monitoring works etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from date of commencement of work** through e-tender portal of <https://tntenders.gov.in>

1)	Tender Specification No.	SE/KGTPS/WC.No.36/2025-26
2)	Name of the work	E-tender for the work of Up keeping maintenance of sanitation, sweeping, cleaning, Pollution & Environmental monitoring works etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work.
3)	Method of Tender	e-Tender- Two Part under Open Tender System (Part-I-Techno - Commercial bid and Part-II-Price bid)
4)	(a) Earnest Money Deposit (EMD)	<p>EMD Amount :Rs. 54,000/- (Rupees Fifty Four Thousand Only) to be remitted into the account displayed in the e-portal.</p> <p>(i) All the payments for EMD will be carried out only through online payment mode.</p> <p>(ii) The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid.</p>
	(b) Micro and Small Units	<p>1. Micro and Small Enterprises located <u>within the state of Tamil Nadu alone are eligible for exemption</u> from payment of EMD as detailed in Section-A against production of a copy of Udyam Registration Certificate.</p> <p>2. The SSI units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD in TNPGL tenders against Udyam Registration Certificate even though registered in Udyam portal <u>for tendered items/services.</u></p>
	(c) Permanent EMD Holders with TNPGL	The PEMD holders of Rs.20 lakhs and above are eligible for exemption from payment of EMD.
5)	Last date and time for submission of EMD	<p>05.01.2026 at 12.00 Hrs (The EMD amount has to be received in the account displayed in the e-portal <u>through e-payment, by 2 hours before closing time of tender</u>).</p> <p align="center">Or</p> <p>In case of exemption either as PEMD holder or Micro and Small Units, necessary undertaking in lieu of EMD along with proof of exemption as specified in</p>

		Section-A shall duly be uploaded. Otherwise the offer will be summarily rejected.
6)	URL for online bid submission for e-tender.	https://tntenders.gov.in
7)	Due date and time for closing of online submission of Bid.	05.01.2026 at 14.00 Hrs
8)	Due Date & time of opening of tender electronically	06.01.2026 at 14.30 Hrs
9)	E-tender documents (Specification) will be available at	https://tntenders.gov.in The prospective bidders may download the same.
10)	Documents to be duly filled & uploaded by the Tenderers during e-submission	<u>Part-I: "TECHNO COMMERCIAL BID"</u> a) Bid Qualification Requirement details as per specification. b) Any other documents/information called for in the specification other than price. <u>Part-II: "PRICE BID"</u> Price Schedule as per specification.
11)	Clarification to be sought for from	THE SUPERINTENDING ENGINEER, KUTTALAM GAS TURBINE POWER STATION, MARUTHUR, THERIZHANDUR POST KUTTALAM-609 808, MAYILADUTHURAI-DT
12)	Place at which tenders will be opened	THE SUPERINTENDING ENGINEER, KUTTALAM GAS TURBINE POWER STATION, MARUTHUR, THERIZHANDUR POST KUTTALAM-609 808, MAYILADUTHURAI-DT
13)	Tender Inviting Authority	THE SUPERINTENDING ENGINEER, KUTTALAM GAS TURBINE POWER STATION, MARUTHUR, THERIZHANDUR POST KUTTALAM-609 808, MAYILADUTHURAI-DT

Remarks: If the due date for opening the tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.

SPECIFICATION NO.SE/KGTPS/WC.No.36/2025-26**CONTENTS**

Sl. No.	HEAD	DESCRIPTION
1	SECTION – A	EARNEST MONEY DEPOSIT
2	SECTION – B	BID QUALIFICATION REQUIREMENTS
3	SECTION – C	REJECTION OF TENDERS
4	SECTION – D	INSTRUCTION TO BIDDERS
5	SECTION – E	GENERAL AND COMMERCIAL CONDITIONS
6	SECTION – F	SPECIAL CONDITIONS FOR HOUSE KEEPING WORKS
7	SECTION – H	SCHEDULES - I TO XIII
8	SCHEDULE – I	DEVIATIONS FROM TECHNICAL TERMS AND CONDITIONS
9	SCHEDULE – II	DEVIATIONS FROM COMMERCIAL TERMS AND CONDITIONS
10	SCHEDULE – III	DEVIATIONS FROM GENERAL TERMS AND CONDITIONS
11	SCHEDULE – IV	STATEMENT OF WORK ORDERS EXECUTED/ UNDER EXECUTION IN THE PAST TEN YEARS AS ON THE DATE OF TENDER TO COMPLY WITH THE BQR
12	SCHEDULE – V	PARTICULARS OF EMPLOYMENT OF EX-SERVICE PERSONNEL.
13	SCHEDULE –VI	LIST OF EQUIPMENTS
14	SCHEDULE –VII	RATES OF LABOUR
15	SCHEDULE – VIII	TENDER ACCEPTANCE LETTER
16	SCHEDULE – IX	PROFORMA FOR SUBMISSION OF TENDER (LUMP SUM)
17	SCHEDULE – X	DECLARATION FORM
18	SCHEDULE – XI	DECLARATION PURSUANT TO SECTION 206 AB of IT Act

19.	SCHEDULE – XII	UNDERTAKING TOWARDS INPUT TAX CREDIT BENEFIT
20	SCHEDULE – XIII	QUESTIONNAIRE - A
21.	ANNEXURE – I	UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS
22.	ANNEXURE – II	UNDERTAKING IN LIEU OF EMD
23.	ANNEXURE – III	BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE
24.	ANNEXURE – IV	GUIDELINES FOR RELEASING GST PORTION TO SUPPLIERS/CONTRACTORS
25.	ANNEXURE – V	DECLARATION TOWARDS EPF & ESI REMITTANCES
26	SECTION–G	PRICE SCHEDULE (BOQ)

SECTION – A
EARNEST MONEY DEPOSIT

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

1.1 Earnest Money Deposit: Rs. 54,000/- (Rupees Fifty Four Thousand Only)

2.0 Mode of Payment :

- a) Bidder has to select the payment option as “online” to pay the tender fee/ EMD as applicable and enter details of the instrument.
 - i. The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in). The payments for the tenders like EMD will be carried out by the Bidders only through online payment mode.
 - ii. The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gateway**. If excess or short, the tender status will be shown as invalid.
 - iii. If submitting EMD as BG/EMD/Udayam(SSSI) (as mentioned in the specification), then select the exempted from EMD payment as “YES”. Then upload the EMD exemption documents only in “pdf” file.
 - iv. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process. If there is any delay, due to other issues, bidder only is responsible.
- b) Any other mode of payment of EMD other than NEFT/RTGS/Account Transfer shall not be accepted towards EMD and the bids shall be rejected if EMD is not paid in the prescribed manner.
- c) The EMD amount will be returned by TNPGL to the successful bidder only after the satisfactory completion of the contract in all respects.
- d) If TNPGL incurs any loss or damage on account of breach of any clauses or any other cause arising out of the contract becomes payable by the contractor to TNPGL, then TNPGL will in addition to such other dues that he shall have under law, appropriate the whole or part of EMD and such amount that is appropriated will not be refunded to the contractor.
- e) No interest will be payable by TNPGL on the above EMD.
- f) EMD shall be made payable without any pre-condition to TNPGL.

3.0 PERMANENT EMD HOLDERS:

- 3.1 The tenderers who are having valid Permanent Earnest Money Deposit (PEMD) at TNPGL Headquarters or at Kuttalam Gas Turbine Power Station for a value of Rs. 20,00,000/- (Rupees twenty lakhs only), paid on or after 03.12.2021 under revised slab are exempted from payment of EMD and are eligible to participate in the tender .
- 3.2 The tenderers who have Permanent Earnest Money Deposit less than the amount specified above are not eligible to participate in this tender on the basis of the PEMD deposited by them even for lesser quantity and value.
- 3.3 If the tenderer desires to become a Permanent E.M.D holder, he is advised to deposit the required amount of PEMD with TNPGL well in advance, obtain the certificate and upload the copy of the same along with the tender. PEMD of TANTRANSCO will not be considered for TNPGL Tenders.

3.4 Scanned copy of proof of PEMD shall be uploaded with the tender. For the proof of Permanent EMD Holder, the copy of the clear legible Photostat copies of acceptance letter and Permanent Earnest Money Deposit Receipt issued by TNPGL should be uploaded.

4.0 EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (EMD):

4.1 The following categories of industries are exempted from payment of EMD subject to ensuring that the tendered item/service should be covered in their Registration Certificate showing the materials permitted to manufacture and period of validity of certificate.

- (i) SSI Units located within the State of Tamil Nadu and registered under Udyam portal for the tendered item (clearly mentioning the 5 digit NIC code) alone are eligible for exemption from payment of EMD and shall upload Udyam Registration Certificate as proof of eligibility for exemption from payment of EMD.

The SSI units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD in TNPGL tenders against Udyam Registration Certificate even though registered in udyam portal for tendered items/services.

- (ii) Departments of the Government of Tamil Nadu.
- (iii) Undertakings and Corporations owned by the Government of Tamil Nadu.
- (iv) Labour contract Co-operative Societies of Tamil Nadu.
- (v) Tiny Industries classified under S.S.I located within Tamilnadu and registered in UDYAM for the tendered work.
- (vi) The tenderes having valid permanent EMD with TNPGL for the requisite amount specified.

4.2 Micro & Small units 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 manufactures, quality and production capacity and other relevant factors."

The bidders who are exempted from payment of EMD shall furnish an Undertaking that they would pay penalty for an amount equivalent to Earnest Money Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract and shall duly upload the same in the tender portal along with the proof for exemption. (Annexure-II)

In addition , the undertaking in lieu of EMD, in original, shall be furnished at the office of the Superintending Engineer/Kuttalam GTPS, Maruthur, after opening of Techno-commercial bid in addition to uploading the same during submission of bid for payment of EMD.

- 4.3 Micro / SSI units having provisional registration certificate are not eligible for exemption.
- 4.4 The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by TNPGL (erstwhile TANGEDCO) against the Tender without any demur in the event of the following.
- 1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
 - 2. If he revises any of the terms quoted during the validity period.

3. If he violates any of the conditions of the tender specification.

5.0 Government of India, Ministry of MSME Notification:

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

5.2 Classification of Enterprise:

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

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

5.3 Calculation of Turnover

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

In this regard, the bidders are requested to furnish a certificate obtained from the Chartered Accountant along with the bid to ascertain the turnover achieved on export of goods or services or both and included in the total turnover.

5.4 Calculation of Investment:

The Plant and Machinery shall have the same meaning as assigned to the plant and machinery in the Income Tax rules, 1962 framed under the Income Tax Act 1961 and shall include all tangible assets (Other than land and buildings, furniture and fittings).

In this regard the bidders are requested to furnish a certificate obtained from a Chartered Accountant stating the investment value in the Plant and Machinery of his/ their enterprise for the purpose of classification.

- 5.5 Both the certificates as indicated in the above Clause 5.3 and 5.4 shall be uploaded along with the bid, in case the bidder claims EMD exemption.

5.6 Registration of existing enterprises:

- i) All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- ii) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

6.0. The EMD will not carry any interest.

- 7.0.** Others viz. Central and other State Government Departments / Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit cum performance Guarantee.

8.0 The MSME units with Micro and Small category located within the State of Tamil Nadu who have registered under UDYAM Portal for the tendered item shall upload attested Photocopy of UDYAM Registration certificate as a proof of eligibility for claiming exemption from payment of EMD along with an undertaking as per **Annexure II**.

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

10.0 The tenderers shall upload the audited, attested copy of Profit and Loss account / Balance Sheet along with the proof for exemption from payment of EMD in order to ensure SSI status of the firm based on Annual Turnover and investment held in Plant and Machinery for extending exemption from payment of EMD.

In case, the investment held by the tenderer (Micro and Small Enterprises with Udayam registration) in Plant and Machinery and annual turnover exceeds the prescribed limit stipulated **(Clause 5.2)** or the criteria specified for registration prior to 1.7.2020, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manger/District Industries Centre concerned, the exemption from paying EMD for SSI units will not be extended.

11.0 REFUND OF EMD:

- i) The EMD amount paid by the unsuccessful bidders will be refunded automatically through e-portal itself after the acceptance and the award of contract to the successful bidder.
- ii) In case of cancellation of the tender at any stage before awarding of contract, then EMD amount paid by the bidders participated in the tender will be refunded automatically through e-portal itself, upon intimation of the cancellation of the tender is uploaded by TNPGL in the e-portal.

12.0 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 proof of exemption of EMD with documents in support of investment held in plant and machinery and Annual turnover of the enterprise duly certified by a Chartered Accountant.

Or

- ii) The proof for having valid Permanent Earnest Deposit (PEMD) with TNPGL for the requisite amount.

And

- iii) An Undertaking in lieu of EMD, if exemption is availed.
- iv) In addition, the undertaking in lieu of EMD, in original, shall be furnished at the office of the Superintending Engineer/Kuttalam GTPS, Kuttalam on or before due date and time of opening of the techno commercial bids. Failure to submit the undertaking in lieu of EMD in original before tender opening will be liable for rejection of offer.

13.0 Forfeiture of Earnest Money Deposit (EMD):

The EMD will be forfeited, if the tenderer

- a) Withdraws his bid or backs out after its acceptance.

- b) Withdraws his tender before the expiry of validity period stipulated in the Specification.
 - c) Fails to pay the SD as stipulated after acceptance of his bid.
 - d) Violated any of the provisions of these regulations contained herein.
 - e) He revises any of the terms quoted during the validity period.
 - f) In the event of documents furnished with the offer being found to be fraudulent/non-genuine/bogus or the documents contain false particulars, the EMD paid by the bidder will be forfeited in addition to blacklisting them for future tenders/contracts in TNPGL.
 - g) He fails to execute necessary agreement as prescribed within the specified period.
- 14.0 For the Tenderer participated with the production of proof for permanent EMD, the amount equivalent to Earnest Money Deposit stipulated for this tender will be forfeited in the event of all cases specified for forfeiture of Earnest Money Deposit and fact will be intimated to the concerned tenderer.
- 15.0 The Earnest Money will be retained in the case of successful tenderer and will not carry any interest. The E.M.D. will be adjusted against the Security Deposit.
- 16.0 If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section-C, Clause-I (a) and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TNPGL tenders.

SECTION-B

BID QUALIFICATION REQUIREMENTS

SPECIFICATION.NO.SE/KGTPS/WC.No.36/2025-26

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

- (1) The bidders should have got proven experience in the work of having executed Housekeeping and conservancy works ,viz, sweeping & mopping of floor area of office/ large/factory/power house buildings, open areas and cleaning Rest rooms for a value not less than **Rs.14.00 lakhs (Rupees Fourteen lakhs only)** in a single contract for Government/ Government Undertakings/ other State DISCOMS/SEB's /Central/State Public Sector Undertaking during the last ten years from the date of Submission of Bid. Necessary completion/performance certificate issued by the competent authority concerned shall be obtained and uploaded along with the bid.
- (2) The Annual Turnover of the Tenderer shall be more than **Rs.14.00 lakhs (Rupees Fourteen lakhs only) in** any one of the immediately preceding three financial years. **[(i.e.) 2022-23, 2023-24 & 2024-25]**. Proof for the same should be uploaded in the tender.
- (3) In case of bidders who happen to be the companies registered under companies Act-1956, attested copy of Audited financial statements like Profit and Loss Account , Investment in plant and Machinery and Balance sheet for the immediately preceding 3 years shall be furnished.
- (4) In case of others, copy of the Annual turnover certified by the practicing Chartered Accountant for all the three years shall be uploaded as documentary proof to ensure the Turnover criteria prescribed. The Unique Documentation Identification Number (UDIN) should be mentioned in the chartered accountant certificate and audited statement of annual accounts which are uploaded as above documentary evidence and these documents alone will be considered for BQR compliance, regarding compliance of the minimum annual turnover criteria.
- (5) The Experience as the main contractor shall only be considered for satisfying the experience criteria specified above. The experience as a Sub-Contractor shall not be considered for qualifying the experience criteria specified above and the offer of such tenderers shall be summarily rejected.
- (6) Joint Ventures/ Consortiums are not eligible to participate in this tender.

The bidder shall upload documentary proof for all the above the Bid Qualification Requirements electronically as pdf document along with the Tender. All the above uploaded documents should be clearly legible and readable.

The offers of Bidders not satisfying the above "Bid Qualification Requirements" and who have not attached the documentary evidences for satisfying the above BQR will be summarily rejected."

SECTION – C

REJECTION OF TENDERS

- I. Tenders will be **SUMMARILY** rejected if;
 - a. The EMD requirements are not complied with.
 - b. Tenders received from Agents/Dealers will not be considered.
 - c. The Bid Qualification Requirements (**BQR**) as per **Section-B** of this Specification are not fully complied with and the required BQR evidences are not attached with along with the tender.
- II. Tender is **LIABLE for** rejection, if it is:
 - a. Not covering the entire scope of work.
 - b. If the declaration as specified in Schedule X is not signed and enclosed.**
 - c. With validity period less than that stipulated in this specification.
 - d. Not in conformity with TNPGL's Commercial & General terms and Technical Specifications (**SCHEDULE- I, II & III**).**
 - e. Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
 - f. From any black listed Firm or Contractor.
 - g. Received by Telex / Telegram / E-Mail/ Fax.
 - h. From a tenderer whose past performance / Vendor rating is not satisfactory.
 - i. Not containing all required particulars as per **Schedule I to XIII**.**
 - j. Questionnaire as per **Schedule-XIII- Questionnaire-A** is not duly filled up and properly signed by the tenderer.
 - k. Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
 - l. The offer of bidders who have not furnished the GSTIN Number and relevant SAC code in their offer.
 - m. Offers of the Bidders who have not furnished the copy of ESI and EPF Registration Certificate to comply with the relevant provisions of Labour ACT.
 - n. Not digitally signed by the tenderer.
 - o. Incomplete, obscure or irregular offer

SECTION-D

INSTRUCTIONS TO THE BIDDERS

- 1.0 The Superintending Engineer/Kuttalam Gas Turbine Power Station, Therizhandur post, Kuttalam- 609 808 (herein referred to as "TNPGL / Owner"), invites bids for the work of **"Upkeeping maintenance of sanitation, sweeping, cleaning, Pollution & Environmental monitoring works etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work."** through **E-Tender under open tender in two part tender system** with technical Bid with commercial terms (Part-I) and Price Bid (Part-II).
- 1.1 Tamil Nadu Power Generation Corporation Limited herein after called "TNPGL / Owner" will receive bids **through on line** for the above work as set-forth in the accompanying Tender Documents. All bids shall be prepared and submitted in accordance with these instructions.
- 1.2 The Electronic bidding system would not allow any late submission of bids after due date and time as per server time. The Server time (which is played on the bidders's dash board) 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.
- 1.3 "TNPGL / Owner" reserves the right to accept any bid or reject any or all bids or cancel / withdraw "Invitation to Bid", without assigning any reason thereof.
- 1.4 The scope of work, the bidding procedures and the terms and conditions of Contract are brought out in this Tender Specification which includes:
- a) General & Commercial Conditions, Technical Specification and Schedules and Annexure
 - b) Price Bid (BOQ)
- These are to be considered together for correct understanding and interpretation of the Specification.
- 1.5 The Tender Inviting Authority reserves the right to make changes modifications or to issue amendment to the Tender Specification at any time before opening of the tender and Bidders shall be given sufficient time from the date of issue of such changes, modification and amendment to submit their bids as per Transparency Act.
- 1.6 The provision of Tamil Nadu Transparency in Tender Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.

1.7 Project Information Table

1.	Owner	TAMILNADU POWER GENERATION CORPORATION LIMITED (erstwhile TANGEDCO)
2.	Name of work	Up keeping maintenance of sanitation, sweeping, cleaning, Pollution & Environmental monitoring etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work.
3.	Location	Maruthur
4.	Nearest Railway Station / Town	Mayiladuthurai
5.	Nearest Airport	Tiruchirapalli

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

2.0 SCOPE OF WORK

- 2.1 The scope of work covered under this specification pertains to the work of **Up keeping maintenance of sanitation, sweeping, cleaning, Pollution & Environmental monitoring works etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work.**
- 2.2 The scope of work may also include such related works as indicated in the "Bill of Quantities" although they may not be specifically mentioned in the above paragraphs and all such incidental items not specified but reasonably implied and necessary for the completion of the job as a whole, all as desired and as directed by Owner. All works shall be done in a manner acceptable to the owner who shall have power to reject any work or material which, in his judgment, is not in full accordance with the specification.
- 2.3 Owner reserves the right to split up the work included in the scope of this work among more than one contractor at the stage of initial award or during the progress of work in case of unsatisfactory work or slow progress of the contractor.
- 2.4 Various work covered in this specification shall include furnishing of materials (stipulated in Section-D, Section-E & Section-F) Labour, Tools, Plants and Equipments, Transportation, Design, Fabrication, Supervision, Erection, Testing and Commissioning, as per approved drawings as shown therein and all incidental items not shown and specified but reasonably implied and necessary for satisfactory completion of the work as a whole.
- 2.5 All the costs and expenses incidental for preparation of bids, discussions and conferences, technical and other presentation in the Purchaser's office etc. shall be to the account of the bidders and purchaser shall be no liability whatsoever on such costs and expenses.
- 2.6 The bidders will have to assess and understand the quantum of work and quote accordingly.
- 2.7 Time is the essence of the contract. With this in view, the Purchaser / Engineer shall have the right to add, alter, modify the scope of work, defined above during the execution of the work. In the event of any dispute regarding the scope of work, the decision of the Purchaser / Engineer shall be final and binding.

3.0 DEFINITION OF TERMS AND SPECIFICATION DOCUMENTS

3.1 DEFINITION OF TERMS

- a) 'OWNER'/'PURCHASER' shall mean the TNPGL (erstwhile TANGEDCO) on whose behalf the work is issued and shall include TNPGL's authorised officers.
- b) 'ENGINEER' shall mean duly authorised representatives, appointed by the OWNER/PURCHASER for the 'Project'.
- c) 'BIDDER' shall mean the firm/party who quotes against the work.
- d) 'VENDOR / CONTRACTOR / FABRICATOR' shall be the Successful Bidder whose Bid has been accepted by the OWNER/ PURCHASER and on whom the Contract or Purchase Order is placed by the OWNER / PURCHASER and shall include his heirs, Legal representatives, and successors and permitted assigns.
- e) 'SUB-VENDOR / SUB-CONTRACTOR / SUB-FABRICATOR' shall mean the person named in the 'Contract' undertaking a part of the work or any person to whom a part of the 'Contract' has been sublet with the consent in writing of the OWNER/ PURCHASER and shall include his heirs, legal representatives, successors and permitted assigns.
- f) 'MANUFACTURER' refers to a person or firm who is the producer and furnisher of material or designer and fabricator of equipment to either the OWNER/PURCHASER or the VENDOR/CONTRACTOR or both under the 'Contract'.

- g) 'OTHERS' shall mean other successful BIDDERS whose Bids have been accepted by the OWNER/PURCHASER and to whom the orders have been placed by the OWNER/PURCHASER and shall include their heirs, legal representatives, successors and permitted assigns.
- h) 'INSPECTOR' shall mean authorised representatives appointed by the OWNER/PURCHASER or the ENGINEER for purpose of inspection of materials / equipments / works.
- i) 'PROJECT' shall mean the actual place of the proposed 'Project' as detailed in specification or other places where work has to be executed under the contract.
- j) 'SITE' shall mean the actual place of the proposed work spot as detailed in the Specification or other place where work has to be executed under the contract.
- k) 'MONTH' shall mean calendar month.
- l) 'SPECIFICATION' shall mean collectively all the terms and stipulations contained in those portions of the 'Contract' known as General Conditions, the Specifications and such Amendments, Revisions, Deletions or Additions, as may be found in the Agreement and all written Agreements made or to be made pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under this 'Contract'.
- m) 'BID' shall mean the proposal/ document that the BIDDER submits in the requisite and specified form in the 'Specification'.
- n) 'PLANT' or 'EQUIPMENT' and 'WORK' or 'WORKS' shall mean respectively the goods to be supplied and services to be provided by the VENDOR / CONTRACTOR / FABRICATOR under the 'Purchase Order' or 'Contract'.
- o) 'CONTRACT' or 'PURCHASE ORDER' shall mean the order and associated specifications executed by the OWNER/ PURCHASER and the VENDOR/ CONTRACTOR including other documents agreed between the parties or implied to form a part of the 'Contract'.
- p) 'CONTRACT PRICE' shall mean, if there is a formal agreement, the prices referred to in the agreement or if there is no formal agreement, the price agreed to be the value of the 'Contract'.
- q) 'DATE OF CONTRACT' shall mean the calendar date on which the OWNER/PURCHASER and VENDOR/ CONTRACTOR have signed the 'Contract'.
- r) 'CONTRACT PERIOD' shall mean the period during which the 'Contract' shall be executed as agreed between VENDOR / CONTRACTOR and OWNER/ PURCHASER in the 'Contract'.
- s) 'MAINTENANCE PERIOD' shall mean the period during which the work shall give the same performance as guaranteed by the VENDOR in the Schedule of Guarantee as in the 'Specification'.
- t) 'APPROVED' and 'APPROVAL', where used in the 'Specification' shall mean, respectively, approved by and approval of the OWNER/PURCHASER or the ENGINEER. When the words, 'Approved', 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where directed', 'When directed', 'Determined By', 'Accepted', 'Permitted' or words and phrases of like import are used, the approval, judgement, direction etc. is understood to be a function of the OWNER/PURCHASER or the ENGINEER.
- u) "ENGINEER's INSTRUCTIONS" shall mean any drawings and/or instructions oral and/or in writing, details, direction and explanations issued by the ENGINEER or the OWNER/PURCHASER from time to time during the 'Contract Period'.
- v) 'WRITING' shall include any manuscript, typewritten or printed statement under or over signature and/or seal as the case may be.

- w) 'NOTICE IN WRITING' or 'WRITTEN NOTICE' shall mean a notice in written, type or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- x) 'CONTRACTOR WORKS' or 'MANUFACTURER'S WORKS' shall mean and include the land and other places which are used by the VENDOR/CONTRACTOR /FABRICATOR or SUB-VENDOR/ SUB - CONTRACTOR / SUB-FABRICATOR for the manufacture of 'Equipment or performing the 'Works'.
- y) 'VIRTUAL COMPLETION' shall mean that all works are completed as directed and the 'Site' is cleared to the satisfaction of the OWNER/PURCHASER or the ENGINEER.
- z) 'MINOR MODIFICATION' shall mean the modification work required to be done on the 'Equipment' and 'Works', which need a maximum of 48 man-hours per item of work. In case of civil contracts, it shall be 'works' which need a maximum of 8 man-hours per item of work.
- aa) 'MAJOR MODIFICATION', as applied to equipment erection contracts only, shall mean the modification work required to be done on the 'Equipment' and 'Works', needing more than 48 man- hours per item of work, where such work is required to be done for no fault of the VENDOR/CONTRACTOR. In the case of Civil contracts, it shall be works needing more than 8 man-hours per item of work.
- ab) 'COMMERCIAL USE' shall mean use of equipment / work which the contract contemplates or that which equipment/ work is commercially capable.
- ac) Words implying the singular only shall also include the plural, and vice versa, where the context requires.
- ad) 'DRAWINGS' shall mean all:
 - i) Drawings furnished by the OWNER/ PURCHASER or the ENGINEER as a basis for proposals;
 - ii) Supplementary drawings furnished by the OWNER/ PURCHASER or the ENGINEER to clarify and to define in greater detail the intent of the 'Contract'.
 - iii) Drawings submitted by the VENDOR with his proposal provided such drawings are acceptable to the OWNER/PURCHASER or the ENGINEER.
 - iv) Engineering data/design and drawings submitted by the VENDOR on award of work/ progress of the work provided such drawings are acceptable to the ENGINEER.
 - v) Drawings furnished by the OWNER/ PURCHASER or the ENGINEER to the VENDOR during the progress of the work.

3.2 SPECIFICATION DOCUMENTS

- 3.2.1 This Specification consists of eight sections as listed below and all of these are to be considered together for correct understanding and interpretation of the Specification.
- a) SECTION-A: covers "Earnest Money Deposit".
 - b) SECTION-B: covers "Bid Qualification Requirements".
 - c) SECTION- C: covers "Rejection of Tenders"
 - d) SECTION –D: Covers "Instruction to tenderers".
 - e) SECTION –E: Covers " General and Commercial conditions"
 - f) SECTION –F: Covers "Special Technical conditions"
 - g) SECTION – G: Covers " Price Bid" (BOQ)
 - h) SECTION – H: Covers " Schedules I to XIII.
 - i) Annexures I to IV.

- 3.2.2 The BIDDER shall be deemed to have carefully examined the 'Specification' in its complete form and to have fully informed and satisfied himself as to the details, nature, character and quantities of the work to be carried out, site conditions and other pertinent matters and details.
- 3.2.3 In case of conflict between different sections of the 'Specification' requirements of Section-E shall govern.
- 3.2.4 It is the intent of the OWNER/ PURCHASER to incorporate these specification documents in the final 'Contract' or 'Purchase Order' for the supply of material, equipment and services. The BIDDERS are required to review these documents and clearly state in their proposals their acceptance of the same. Exceptions, if any, shall be clearly stipulated in the appropriate bidding schedule. The final 'Contract' between the OWNER/ PURCHASER and the VENDOR/ CONTRACTOR shall be subjected to such changes, if any, mutually agreed upon between the OWNER / PURCHASER and the VENDOR/CONTRACTOR and included in the main text of the 'Contract' or 'PURCHASE ORDER'.
- 3.2.5 The BIDDER shall specify all the deviations with respect to this specification in the appropriate schedule.

4.0 SUBMISSION OF TENDER:

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

4.2 QUESTIONNAIRE FILLING

A Questionnaire is appended as Schedule-XIII -Questionnaire-A in this specification for Bid Qualification Requirements, Commercial and Technical details. It is obligatory on the part of the tenderer to furnish all details as per the "Questionnaire". In case, this is not filled up and signed at the bottom of each page of the questionnaire and enclosed with the offer, the Bid will be liable or rejection.

- 4.3 The Tender Offer consisting of **Schedules-I to XIII** should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated. The tender shall contain the name, residence and place of business of person or persons submitting the tender.
- 4.4 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be enclosed.
- 4.5 Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 4.6 The tenderer should furnish the GSTIN numbers in the offer.
- 4.7 Bidders are not required to sign in each page of the tender specification. Instead bidders are required to sign a declaration document as specified in **Schedule- X** of the specification.
- 4.8 The bidder should note that only a file which is "attached" with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made Final Submission. Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final Submission will be treated as non- submission of bid in e-tender.
- 4.9 Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only). One hard copy of the electronically submitted bid documents excepting the price schedule shall have to be submitted upon intimation by TNPGL after opening of the e-tender.

- 4.10 Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered e- mail id.
- 4.11 E-tender cannot be accessed after the due date and time for bid submission.
- 5.0 Modifications / Clarifications to Tender Documents:**
- 5.1 At any time after the commencement of e-Tender and before the closing of the event, TNPGL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
- 5.2 In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Superintending Engineer/Kuttalam Gas Turbine Power station/Kuttalam will clarify the same.
- 5.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the the Superintending Engineer/Kuttalam Gas Turbine Power station/Kuttalam on the clarifications will be final and binding on the Tender.
- 5.4 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 5.5 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct the errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.
- 6.0 QUOTATION OF RATES:**
- 6.1 Rates should be quoted in the BOQ only (**Price schedule in tn tender portal**).
- 6.2 Offers giving lump sum price, without giving their breakup as per details required in the attached **Price Schedule - Section-G (BOQ)** shall be liable for rejection.
- 7.0. PRINTED TERMS AND CONDITIONS IN TENDERS:**
- Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances.
- 8.0 INCOMPLETE TENDERS:**
- Tender, which is incomplete, obscure or irregular is liable for rejection.
- 9.0 AMBIGUITIES IN CONDITIONS OF TENDERS:**
- In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 10.0 DISQUALIFICATION OF TENDERS:**
- 10.1 The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 10.2 Tenderers shall bear all costs associated with the participation in the e-Tender and the **purchaser** will in no case be responsible or liable for these costs.
- 10.3 No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
- 10.4 Attempt by any tenderer to bring to bear extraneous pressure on the Tender Accepting Authority shall be sufficient reason to disqualify the tender as per Rule 27 (3) of Tamil Nadu Transparency in Tenders Rules 2000.
- 11.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS**
- 11.1 The bidder may modify, re -submit or withdraw his e-bid after the bid submission, but, before the closing date and time for submission of Bid following the electronic bid submission procedures.
- 11.2 It may please be noted that bidders have an additional feature of withdrawing their bids before closing date and time. After submitting the bid on the Tenders Tamil Nadu Portal, if the bidder wishes to withdraw his bid, he can do so. However, if the bidder withdraws his bid, he will be exempted from further participation in the tender and won't be able to submit his bid again for this particular tender.

12.0 INFORMATION REQUIRED AND CLARIFICATIONS:

- 12.1 In the process of examination, evaluation and comparison of tender offers, the TNPGL may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 12.2 The TNPGL will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 12.3 Prior to the detailed evaluation, the TNPGL will determine the substantial responsiveness of each offer to the Bidding Documents.
- 12.4 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. **The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.**
- 12.5 After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.
- 12.6 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TNPGL for rejection of his offer. The TNPGL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGL.

13.0 DEVIATIONS:

- 13.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection. Such deviations if any may be furnished in the **Schedule –I,II & III. Deviations mentioned elsewhere will not be considered.** If deviations are not furnished, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly if any deviations are furnished in the Schedules-I,II & III, it will be construed that these are the only deviations and the tenderer is accepting all other terms of the specification and the offer will be taken for evaluation accordingly.
- 13.2 No alternate offer will be accepted.

14.0. BAR OF JURISDICTION:

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

15.0. APPEAL:

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

16.0 TENDER AND AGREEMENT:

- 16.1 The fact of the submission of tender to TNPGL shall be deemed to constitute an agreement between the TENDERER and TNPGL whereby such tender shall remain open for acceptance by TNPGL. If the TENDERER be notified that his tender is accepted by TNPGL, he shall be bound by the terms of the agreement constituted by tender and such acceptance thereof by TNPGL, until a formal contract of the same tender has been executed between him and the Department in replacement of such agreement. The stamp duty payable in this agreement should be borne by the successful TENDERER.
- 16.2 The written agreement to be entered into between the contractor and the TNPGL on non-judicial stamp

paper of Rs. 500/- in the standard form shall be foundation regarding the rights of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the Contractor and then by the proper officer authorized to enter into contract on behalf of the TNPGL. Failure to enter into the required agreement within 30 days shall be entitled forfeiture of the EMD paid by him.

- 16.3 All the intending e-tenderers are informed that 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 such tenderers will be forfeited in addition to blacklisting them for future tenders / contracts in TNPGL and also cancelling the award of contract issued to them.

17.0 LICENSE TO BE OBTAINED BY CONTRACTOR

- 17.1 The CONTRACTOR who desires to take up works contracts for TNPGL should deploy 20 or more workmen on a day of emergency (or) in necessity. The CONTRACTOR shall comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamil Nadu Contract Labour (Regulation & Abolition) Rules, 1975 as modified from time to time and shall also indemnify TNPGL from all and against any claims under the aforesaid Act and Rules.
- 17.2 The CONTRACTOR engaging workmen for the works should obtain Labour License under Section-12 of the Contract Labour (Regulation & Abolition) Act, 1970 and produce the Labour License copy before executing the works.
- 17.3 The CONTRACTOR engaging Migrant workers (workmen from other States) for the works contracts in TNPGL is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamil Nadu Rules, 1983 as modified from time to time and shall also indemnify TNPGL from all and against any claims under the aforesaid Act and Rules. The CONTRACTOR engaging migrant workmen for the works should obtain Migrant Labour license under section-8 of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 in addition to the labour license cited above and should produce the Migrant Labour license copy before executing the works.

The CONTRACTOR will be permitted to execute the works only after submitting the Labour License Certificate and Migrant Labour License Certificate as required above.

18.0 TIME OF COMPLETION AND WORK SCHEDULE

- a) The work covered under this contract as a whole shall be completed in a total period of **two years duration** from the handing over of site. To suit this completion period the contractor has to bring necessary labour, plant, machinery and equipments.
- b) Time is the essence of the Contract. The Contractor shall, within 10 days from date of handing over of site submit to the Owner for his approval detailed work schedule showing how he proposes to carry out the work, specifically mentioning the periods as well as date of commencement and completion of each activity and such approved schedules must be strictly adhered to, by Contractor. The Schedules are to be reviewed periodically with the Owner to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the owner) to adhere to the completion dates.
- The Owner reserves the right to revise the schedule at his discretion in order to keep up the completion date and to suit the project requirement and such alterations shall not entitle the Contractor to any extra payment.
- c) The contractor should take over the site within 15 days on receipt of award letter and commence the work within 2 weeks from the date of taking over. In case of failure to take over the site within the above period, the contract is liable for cancellation.
- d) The whole work must be proceeded with, within such sections and at such times and in such order and manner as described in these specifications and as directed by the ENGINEER. No extra payment or escalation in the rates will be permitted on account of this.
- e) The contractor shall make all necessary arrangements at site to mobilise machinery, equipment, labour

and materials and to maintain necessary number of machinery and equipment and operators to guarantee such minimum rate of progress of the work as is required by the agreed schedule for the timely completion of the work as per relevant clauses in General Conditions of contract.

- f) Extension of contract period, only for completion of work shall be granted by the OWNER equal to the period of Force Majeure conditions, if were in existence as applicable to this contract. Monsoon, inclement weather shall not be considered as a reason for extension of time.
- g) Idle time charges for any reason whatsoever shall not be entertained by the OWNER
- h) If the contractor fails to maintain the stipulated time of completion specified herein above, he shall be liable to pay liquidated damages as set out in 'General and Commercial Conditions of Contract' under Section-E. It shall be clearly understood that failure to meet the completion dates and or slow progress of work shall also attract penalty as per General Conditions of Contract in Tamil Nadu Building Practice (TNBP).
- i) The contract period shall commence from the date of taking over of site.

19.0 INSPECTION OF SITE BY BIDDERS

- a) Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather obstructions and hindrances that may arise, etc. which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted as basis for any claim for compensation of any nature during or after completion of work . The submission of a bid by the bidder will be construed as evidence that such an examination was made and any later claims/ disputes in regard to rates quoted shall not be entertained or considered by the Owner.
- b) The access road to the work site is available. If any temporary feeder road is considered essential for the proper execution of the work, this shall have to be formed by the contractor at his cost with the prior approval of the ENGINEER and restored to original condition as and when required. The CONTRACTOR shall organise his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.
- c) Power supply will be made available for construction purposes for specified construction equipments only as stipulated in Section-E. Water supply for construction purposes will be arranged by bidder as stipulated in Section-E.
- d) The rates quoted by BIDDER shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any interpretations of the ENGINEER.
- e) It shall be ensured by the contractor that the work should proceed uninterrupted. As such adequate number of equipments shall be provided by the contractor as an alternate arrangement in case electrically operated equipments are proposed to be brought to site.

20.0 WORK EXECUTION AND SUPERVISION

- a) Tenderer shall furnish along with the tender a list of machinery and other equipment he proposes to employ in the work. CONTRACTOR shall provide and maintain all equipment and plants necessary in good working condition to perform the work at site. All arrangements for transporting machinery, equipment, men and materials to and from the site shall be done by CONTRACTOR at his own expense.
- b) The CONTRACTOR shall make his own arrangements for providing accommodation for all necessary staff, and storage space for equipment, consumables, but not limited to petrol and lubricants, explosives, oxygen, acetylene, welding rods, forming materials etc., together with sufficient quantity of spare parts for efficient and uninterrupted execution.
- c) CONTRACTOR shall have at the site accredited and qualified ENGINEERS and foremen/ supervisors with adequate number of years of experience in execution of similar works and also operators of machinery and equipment, for satisfactory progress and timely completion of the works.

- d) CONTRACTOR's ENGINEER-in-charge of the work at site shall be capable of interpreting the specification and drawings and make adequate site decisions as and when required. He shall also take instructions from the ENGINEER and be responsible for carrying out the instructions. In the event of occurrence of any accident at/near the site of work or in connection with execution of the work a report shall be made immediately to the ENGINEER, giving full details of the accident. He shall also report such accidents to all the competent authorities wherever such reports are required by them.

21.0 PRICES AND RATES

The prices should be for the finished work strictly in accordance with the specification. The price should be in Indian currency rupees as noted in the price schedule. The price quoted should be on the basis of the unit rate as specified in the Bill of Quantities. The Contractor/Firm should closely note all the specification clauses which govern the rates while he is tendering.

Prices and rates quoted shall include cost of all materials, labour, Supervision, Crafts / Tools, Equipments and Plants, Mobilising and Demobilising, Fuels, Lubricants, Fixtures, Setting out, Transport, Storage, Temporary and permanent works, Insurance, local taxes, contribution towards EPF & ESI and any other statutory levies, etc., and such other costs as are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the works.

The unit rate quoted shall not include Goods and Service Tax. The Goods and Service Tax shall be quoted separately in the price schedule and the applicable GST shall be worked out on the transaction value only.

The benefit towards Input Tax Credit (ITC), if any, availed by the L1 bidder shall be passed on to TNPGL as a rebate in the quoted price. Declaration to this effect shall be furnished in Rs.500/- NJS stamp paper towards passing of ITC benefit against GST as rebate in the price offered. In the event of L1 bidder specifying the ITC benefit as "NIL", a certificate from Chartered Accountant shall be furnished to support declaration.

The rates accepted shall remain FIRM for the entire duration of contract or any extension thereof.

22.0 LANGUAGE OF BID

All information in the bid shall be in English only. Bids in any language other than English will be summarily rejected.

23.0 SIGNATURE OF BIDS

The bid must be affixed with Valid Digital Signature Certificate (DSC) (Class III) of authorized signatory. Satisfactory evidence of authority of the person signing on behalf of the bidder shall invariably be furnished with the bids. Submission of bid with valid Digital Signature Certificate(DSC) Class III at specified place shall deem that each and every page of the Bid documents are also signed.

24.0 AMENDMENTS TO TENDER SPECIFICATION

The Owner reserves the right to issue any revision, amendments, clarification, etc., to the specification to all bidders who had download the tender specification giving reasonable time, prior to the last date of receipt of the bids. Owner will bear no responsibility or liability arising out of non – receipt of the same in time or otherwise. Any amendments to tender specification will also be made available in e- tender portal.

25.0 BIDDER'S EXPERIENCE

Bidder shall submit along with his bid complete particulars of similar job executed by him and certificates from the authorities for the completion of respective works. End user certificate for satisfactory execution, completion and satisfactory performance of the similar works shall be furnished.

26.0 SECURITY AND SAFETY RULES OF OWNER

- a) CONTRACTOR shall strictly abide by the rules and regulations of security and safety enforced by the OWNER. CONTRACTOR shall provide proper identity cards, badges, etc. to his employees whenever directed by the OWNER.
- b) CONTRACTOR shall be solely responsible for the security / safety of his personnel and equipments.

- c) CONTRACTOR, his employees and agents shall not disclose any information or drawing furnished to them by the Owner / Engineer. All reports or any other information prepared by the Owner/ Engineer/ Contractor, either individually or jointly for the execution of the contract shall not be disclosed without prior written approval of the owner. No photographs of the work or plant within the work site shall be taken without prior written approval of the Owner.

27.0 PAYMENT

The mode of submission of bills and payment shall be as indicated in the General and Commercial Conditions of Contract under Section-E.

- a) Payment will be made electronically through NEFT/RTGS/BANK Transfer, as may be decided by the PURCHASER from time to time. The Bank Charges involved in making the payment will be to the account of the successful TENDERER.
- b) No advance payments will be made for any item of work.
- c) The contractor should closely peruse all the specification clauses which govern the rates of items for which he is tendering.
- d) The tenderer has to furnish the following details of the Bank account to which the payment is to be credited:
 - 1. Name of the contractor
 - 2. Name of the Bank
 - 3. Branch name
 - 4. Account Number
 - 5. IFSC code of the branch

28.0 DISCREPANCIES BETWEEN SCHEDULE OF PRICES, SPECIFICATION AND DRAWING

Should there be any discrepancy between the Schedule of prices, specification 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.

29.0 BID DOCUMENTS

No alteration or mutilation, other than filling in particulars wherever called for, shall be made in the bid documents. Any changes / modification made by the bidder on the bid document itself shall not be taken into consideration.

30.0 OWNER RESERVES RIGHT

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

31.0 MATERIALS SUPPLIED BY CONTRACTOR

All materials supplied by the CONTRACTOR shall be of the best quality and shall conform to I.S. and the given Specifications. Approval in writing shall be obtained from the ENGINEER, before any alternative or equivalent material is used, other than what is specifically mentioned in the specifications. The bought out items of contractor shall be of reputed make and the samples or bought out items for use on works by the contractor will be produced before the Engineer at site for approval, with relevant test certificates etc., Only on approval of the Engineer of samples so produced, the contractor should procure the required quantity of bought out items.

32.0 QUANTITIES

The quantities against various items of work furnished in the schedule of quantities are approximate and are likely to vary. They are meant only for the purpose of having a common base of comparison of various tenders.

The Contractor should execute the work as per TNPGL's (erstwhile TANGEDCO) Specification without any deviation.

Deviations in quantities are likely during the execution of the contract. If any materials/ works are

necessarily required over and above the estimate quantity, the contractor has to execute the work at accepted rates without any extra cost.

33.0 SPLITTING OF WORK

OWNER reserves the right to split up the work covered in the scope of this contract among more than one CONTRACTOR at the stage of initial contract award (or) during the operation of the contract due to the unsatisfactory progress or quality of work or both, of the CONTRACTOR as considered by the OWNER. OWNER will not entertain any claim from the CONTRACTOR on account of such splitting up.

34.0 EQUIPMENT

- a) The BIDDER along with his bid shall furnish a list of the equipment he proposes to deploy at the site to achieve the time of completion specified.
- b) The Contractor shall provide and maintain at the site necessary number and type of machinery and equipment for proper setting out and timely completion of the various works covered under this Specification. All arrangements for transporting the equipment to and from the site shall be done by the Contractor at his own expense. No claim shall be entertained for mobilising additional equipment and/or personnel to complete the work within the stipulated time. All equipment required for handling, transport and erection shall be arranged by the contractor at his cost.
- c) Contractor shall provide all fuels and lubricants required for the operation and maintenance of the construction machinery and equipment as well as his transport vehicles.
- d) It shall be ensured by the Contractor that work shall proceed uninterrupted. As such adequate number of diesel operated equipment shall be provided by the Contractor as an alternative arrangement, in case electrically operated equipment are proposed to be brought to site..

35.0 GENERAL NOTE

There are no departmental supplies of items in this work, unless it is specifically stated in the schedule of the work. Therefore, the tenderer, in his tender shall state the source of supply of various materials which are to be supplied by the tenderer for the various items of work.

36.0 OTHER WORKS

During the course of contractor's work, other works either by the owner or by other contractors or by both simultaneously will be in progress within the project area. Contractor is to make his best effort to work in harmony with others in the best overall interest of the project and its speedy completion and comply with Engineers instructions in making alternative arrangements at any time for maintaining the work schedule at no extra cost to Owner.

37.0 INFORMATION FURNISHED

- a) This Specification is intended as a general description of quality envisaged for material, workmanship and of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice and to the complete satisfaction of the OWNER. Special techniques approved by ENGINEER shall be used if and where found necessary.
- b) The information given in this Specification is in good faith and meant to serve as a guide to the Tenderer. It is, therefore, imperative that Tenderer shall obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the work under this enquiry. The submission of a tender by Tenderer, implies that he has fully read the Specifications, tender drawings, Contract Document and General / Technical Conditions of Contract and has made himself aware of the scope and the specifications for the work to be performed and local conditions and other features which have a bearing on the cost and execution of the work. The owner shall not, therefore, after acceptance of the tender, pay any extra charges for any reason whatsoever. If any tenderer requires clarifications on tender documents it should be asked for before 48 hours of the opening of tender.
- c) Tenderer should note that standard specification under Section-D, E & F should be read in conjunction with AMENDMENTS thereof, if any, should also be noted before quoting rate against various items in Bill of Quantity.

- d) In case of any conflict among the clauses and different technical specifications given under Section-D E &F, the decision of the OWNER shall be final and binding on the CONTRACTOR.

38.0 CONTRACT DOCUMENT

The written agreement to be entered into between the CONTRACTOR and the PURCHASER in a non-judicial stamp paper of **Rs.500.00** in the standard form (the cost of the stamp paper shall be borne by the successful TENDERER) shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the CONTRACTOR and then by the proper Officer authorised to enter into contract on behalf of the PURCHASER.

A draft copy of the contract document has to be prepared by the successful tenderer within 30 days from the date of receipt of detailed acceptance letter and sent to the Superintending Engineer/KGTPS for acceptance. A copy of the specification for the preparation of draft contract document can be had from the Superintending Engineer/KGTPS for acceptance free of cost if required. After approval, the draft copy will be returned to the contractor. Based on the approved copy, the Contractor will have to prepare one "Original Copy" along with the 'Articles of Agreement' on a stamp paper of value of Rs.500/- and another 'Duplicate Copy' of the contract document duly signing all the pages of both the copies and submit them within 30 days from the date of receipt of draft copy to the Superintending Engineer/KGTPS for acceptance for executing the contract document. After the execution of agreement, the original copy will be retained in this office and the duplicate copy will be returned to the Contractor. **Four (4) true copies** of this contract document shall be prepared by the Contractor and submitted to this office within 15 days of receipt of the approved duplicate copy of the Contract document. The charges for the preparation of the contract document shall be at contractor's cost.

39.0 Black Listing:

All the intending e-tenderers are informed that 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 such tenderers will be forfeited in addition to blacklisting them for future tenders / contracts in TNPGL (erstwhile TANGEDCO) and also cancelling the award of contract issued to them.

SECTION-E
GENERAL AND COMMERCIAL CONDITIONS

1.0 SUBMISSION OF TENDER

- 1.1** For and on behalf of TANGEDCO e-tenders in the prescribed format for the work of **"Upkeeping, maintenance of sanitation, cleaning, Pollution& Environmental monitoring works etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work"** conforming to Specification No.SE/KGTPS/WC.No.36/2025-26 are invited through e-tender portal by the Superintending Engineer/Kuttalam Gas Turbine Power Station, Therizhandur, Kuttalam-609 808.

The Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 are applicable for this tender.

TNPGCL hereinafter called "TNPGCL/ PURCHASER" (erstwhile TANGEDCO) will receive bids for the contract as set forth in the accompanying Technical Documents. All bids shall be prepared and submitted in accordance with these instructions.

The scope of work, the bidding procedures and the terms and conditions of contract are brought out in the Tender Documents which include:

- a) BID-QUALIFICATION REQUIRMENTS.
- b) GENERAL & COMMERCIAL CONDITIONS.
- c) SPECIAL CONDITIONS.
- d) SCHEDULE OF QUANTITIES(BOQ)

These are to be considered together for correct understanding and interpretation of the specification.

All the costs and expenses incidental to preparation of their proposal, discussions and conferences if any, including pre-award discussions, technical and other presentation in the Purchaser's office, etc., shall be to the account of the Bidders and Purchaser shall bear no liability whatsoever on such costs and expenses.

Any attempt by any bidder to bring extraneous pressure on the Tender Accepting Authority shall be sufficient reason to disqualify the tender.

The Rule 17 of Tamil Nadu Transparency in Tender Rules 2000 provides that the Tender Inviting Authority may make changes, modifications or amendments in the tender documents at any time before opening of the tender.

- 1.2** Information regarding the Project, Location, Approach to the site, Meteorological and Geological conditions as prevailing at the site are provided in Section D. However, no undertaking is given to the accuracy of this information and it shall no way invalidate the contractors obligations under various clauses and conditions of the contract in case any variation is encountered during execution stage .The bidder shall visit the site before quoting to ascertain for himself of all site, road and local conditions, existing ground levels ,location of supply points for construction, power and water, location of stores, construction yard, other uncertainties etc. No undertaking is given to the accuracy of this information and it shall no way invalidate the Contractor's obligations under various clauses and conditions of the contract in case any variation is encountered during execution stage
- 1.3** The tenderers should submit their tenders online under Two part open tender system on or before **05.01.2026 at 14.00 Hrs time and date . (to be specified)**
- 1.4 SUBMISSION OF TENDERS IN PROPER FORM**
The tenders not uploaded in proper form and in due time are liable to be rejected.
- 1.5** The TENDERER should upload his rates in excel format only in the Department schedule of quantities, Section-G (BOQ in Excel Format available in e-tender website). The tenderers should work out their own workable rates.

1.6 The tenders received within the time schedule fixed for submission of tenders alone will be opened electronically through e-tender portal, by the Superintending Engineer/Kuttalam Gas Turbine Power Station or his authorised representative at **14.30 PM on 05.01.2025**

1.7 If the tender is made by an individual, it shall be digitally signed with his full name and address. If it is made by a firm, it shall be digitally signed by an authorised person who shall furnish his own name and designation and the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorised officer who shall produce with his tender satisfactory evidence of such authorisation. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.

2.0 OPENING OF BIDS:

2.1 COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-1):

The Tender offers except Financial Bid will be opened electronically on the date and time notified, at the Office of Superintending Engineer/Kuttalam Gas Turbine Power Station, Therizhandur, Kuttalam-609 808.

2.2 The availability of requisite EMD in prescribed form, as detailed in Section-A, will be verified. Bids not satisfying the EMD requirement will be summarily rejected and will not be considered for technical evaluation.

2.3 Thereafter, the bidder's name and such other details as the tender Inviting Authority may consider appropriate, will be recorded as bid opening summary and the same will be uploaded in the e-tender portal.

2.4 FINANCIAL BID (BOQ) (PART - II):

After technical bid evaluation, Financial bids (BOQ) of those eligible bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable will only be opened electronically at the notified time and date.

The date and time of opening of Financial Bids shall be notified later through registered e-mail to the eligible Bidders.

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

2.6 Tie breaker:

When more than one bidder have quoted same value during bid submission and accepted in Finance Evaluation, Evaluator is allowed to select any one combination of bidder value (i.e.the L1 bidder) to initiate for Financial bid resubmission for Tie break.

2.7 Online negotiation:

Provision to go for on line negotiation has been provided for the Tender Evaluator. The online negotiation process in the portal is similar to the process for negotiation under tie breaker process. However, financial rebid submission can be invited from only one bidder.

2.8 Fixed Rate contract:

When the bids received in the open tender are not in par with the estimated value, option is provided to create a new tender with the form of contract as Fixed Rate Contract. TNPGL can decide a fixed rate and lock the required cells so that the bidder can fill only the quantity to be offered.

3.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:

3.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.

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

- 3.3 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:
- a) The quoted price will be corrected for arithmetical errors.
 - b) In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.
 - c) The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with SAC code.
 - d) The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value ie. (Basic work value + GST).
 - e) Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases , i.e. even if the bidders are only within the state or bidders are within the state and outside TN.
 - f) The bidders should have registered under GST Act and furnish GSTIN.
 - g) In the event of bidder is within TN, SGST & CGST shall apply and if the bidder is outside TN, IGST shall apply.
- 3.4 The rates quoted by the eligible lowest tenderer in the open tender shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined. All eligible bidders who accept the rate shall be enlisted.
- 3.5 The bids received and accepted will be evaluated by the Purchaser to ascertain the technically and commercially responsive bid for the complete scope of the proposal covered under these specifications and Documents.
- 3.6 Out of the tenders found to be substantially responsive after initial examination, the tenderer who has quoted the lowest evaluated price in accordance with evaluation criteria or the tenderer scoring the highest on the evaluation criteria specified as the case may be shall be determined.
- 3.7 In determining the lowest evaluated price, the following factors shall be considered, namely;
- a) If there is a discrepancy between Rate and Amount, the rate shall prevail.
 - b) After evaluation and comparison of tenders, the tender accepting authority shall accept the lowest tender ascertained on the basis of objective and quantifiable factors specified in the Specification and giving relative weights among them.
 - c) No revised price bid will be entertained.
- 3.8 In order to secure the best possible procurement price, negotiation with the tenderer determined as per **Clause 2.7** above are permissible subject to the provisions detailed below:
- a) If at any time before acceptance of tender, the tender accepting authority receives information that a tenderer who has submitted the tender, has been banned by any procuring entity, the tender submitted by the tenderer shall be rejected even if it may be the lowest tender.
 - b) In case where two or more tenderers quoted the same price, Tender accepting authority shall split the work among such tenderers taking into consideration, the experience and credentials of such tenderers.

4.0 RIGHTS OF THE TNPCL:

4.1 Rights to reject the tenders:

- 4.1.1 After negotiation with the Tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.
- 4.1.2 The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of procurement, lack of anticipated financial

resources, court orders, accidents or calamities and other unforeseen circumstances.

- 4.2 Notwithstanding anything contained in this Specification, the TNPGL reserves the rights:
- (a) to recover losses , if any, sustained by TNPGL, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
 - (b) to accept the lowest eligible tender.
 - (c) to reject any or all the tenders or cancel without assigning any reasons thereof.
 - (d) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TNPGL.
- 4.3 To cancel the award of work along with the forfeiture of EMD if SD cum Performance guarantee is not furnished within **15 days** from the date of receipt of PO. In that event, the award may be made to subsequent eligible tenderer. The belated payment of Security Deposit shall not be accepted.
- 4.4 The TNPGL reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TNPGL the bidder is found not qualified to satisfactorily perform the contract.

5.0 VALIDITY OF TENDER

- 5.1 Tender offer shall be kept valid for acceptance without any change in the prices and the rates for a period of **90 days** from the date of opening of the tender. In case of Tenderers who quote a lower validity than that called for in the specification, their offer will be rejected.
- 5.2 Further, the bidder shall agree to extend the validity of the bids without altering the substance and prices of their bid for further periods, if any, required by TNPGL.

6.0 CERTIFICATE OF INCOME TAX

- 6.1 The tenderer should furnish evidence of Permanent Account Number (PAN) in the tender.
- 6.2 Income Tax payable on the contract amount at the appropriate rate levied from time to time will be deducted from and out of the payments to be made to the CONTRACTORS in accordance with the provision of Income Tax Act 1961 as amended from time to time.
- 6.3 One copy each of the annual report, balance sheet, Trading Account and Profit and loss Account for the last three years duly audited by a chartered Accountant should be submitted by contractors / suppliers.
- Note :- Government and Public Sector Undertakings need not submit annual report / balance sheet.

7.0 BLACK LISTING

The firm or the bidder will be blacklisted if the particulars produced by the bidders such as Auditor Certificate/ Annual Account & Experience etc., are found to be false.

8.0 SECURITY DEPOSIT

- 8.1 When a tender is to be accepted, the TENDERER whose tender is under consideration shall attend the office on the date fixed by written intimation to him. If the TENDERER fails to attend the office before the end of the period specified, his tender will not be considered.

He shall forthwith upon intimation being given to him of acceptance of his tender by the PURCHASER must furnish a Security Deposit within the time frame as specified for an amount equivalent to **5%** of the contract value, which is inclusive of the EMD already paid by him, either in the form of electronic mode of transfer or by Irrevocable Bank Guarantee from any Nationalised/Scheduled Banks and then sign an agreement in the proper departmental form for the due fulfillment of the contract.

The Security Deposit shall be paid within 15 days from the date of receipt of acceptance letter.
In the event of failure to remit the Security deposit within 15 days, the EMD will be forfeited and the acceptance letter will be cancelled.

For belated payment of security Deposit, interest at 12 % per annum will be levied for the delayed period.

The Security Deposit, if paid in the form of irrevocable Bank Guarantee should be valid for a period of 27 months.

In the event of work being delayed or extended, the validity of the Bank Guarantee furnished by the tenderer towards SD should invariably be extended before the expiry of validity till completion of work failing which TNPGL should invoke the Bank Guarantee and credit the proceedings to TNPGL account. No penal interest will be levied by TNPGL for the delay in extending the validity of Bank Guarantee towards Security Deposit.

The payment of Security Deposit is a pre-requisite for signing the agreement. If the TENDERER fails to pay the Security Deposit within the stipulated period, the award of work will be cancelled along with forfeiture of EMD.

- 8.2 National Savings Certificates and National Plan Certificates will not be accepted.
- 8.3 On forfeiture of EMD & SD, the GST, if applicable, on EMD & SD so forfeited will be recovered from payment due to such bidder/supplier/contractor.
- 8.4 Besides the Security Deposit mentioned in Clause -8.1 above, a further deduction of 5% of the value of the work done shall be made for purpose of Additional Security Deposit from each intermediate bill to be paid until the completion of work.
- 8.5 This Security Deposit and the amount withheld (as per **Clause 22.2 of Section E**) shall be retained as Security for the due fulfillment of the contract. (Failure to enter into the required agreement or to make the security deposits as defined in this clause shall entail forfeiture of the E.M.D).
- 8.6 If the TENDERER withdraws his tender after its acceptance, the EMD deposited by him will be forfeited.
- 8.7 Refund of Security Deposit and Retention Amount:
 - 8.7.1 Under the certificate to be issued by Engineer-in-charge on the satisfactory completion of entire works, the 5% Retention amount collected towards additional SD will be released along with EMD and SD, after deduction all recoveries, if any, after 90 days.
 - 8.7.2 The amount withheld from the bills (as per **Clause 22.2 of Section E**) will be retained under 'Deposits'.
 - 8.7.3 The payment of S.D., including Additional Security Deposit/ Retention amount will not bear any interest.

9.0 INSTRUCTIONS TO TENDERERS

The TENDERER shall examine closely the following: -

- 9.1 Tamil Nadu Building Practice and also the General conditions of contract contained therein and Indian Standard Specification are applicable for this contract. Unit rates shall be for finished work at site. He shall also carefully study the drawings, additional specifications, and all the documents, which form part of the agreement to be entered into by the accepted TENDERER. The Tamil Nadu Building Practice and other documents connected with the contract such as specification, plans etc. can be seen on any working day in the office of Superintending Engineer/Kuttalam Gas Turbine Station, Kuttalam -609808.
- 9.2 The TENDERER's attention is directed to the requirements, for materials under the clause 'Materials and workmanship' in the 'General and Commercial Conditions of Contract'. Materials conforming to the Indian Standard Specification shall be used on the work and the TENDERER shall quote his rates accordingly.
- 9.3 Every TENDERER is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quantity and availability of the material and check the distance from various quarries to work site. The best class of materials to be obtained from the quarries or other sources defined shall be used on the work. In every case, the materials must comply with the relevant standard specification. Samples of materials as called for in the specification as required by the ENGINEER in any case shall be submitted for the ENGINEER's approval before the supply to site of work is commenced.

- 9.4 The PURCHASER will not, however, after acceptance of the contract rate, pay any extra charge for the lead or for any other reason in case the CONTRACTOR has found later on to have misjudged the materials available. Attention of the CONTRACTOR is directed to 'General conditions of Contract' regarding payment of tolls, etc.
- 9.5 The Tamil Nadu Building Practice (TNBP) of the Tamil Nadu Public Works Department and I.S. codes will be followed for the performance of the contract, wherever applicable and for all particulars not specifically covered by this specification. Wherever there is difference between T.N.B.P. and I.S. codes, the relevant I.S. Codes will apply. The TENDERER's attention is invited to the Sections and clauses in the Standard 'Preliminary specification of Tamil Nadu Building Practice' dealing with the following items:
- Test inspection and rejection of defective materials at work site.
 - Carriage.
 - Construction plant.
 - Water and lighting.
 - Cleaning up during progress and for delivery.
 - Accidents.
 - Delays, and
 - Particulars of payment.

10.0 APPEAL

Any TENDERER aggrieved by the order passed by the Tender Accepting Authority (Competent Authority) under Section 10 of Tamil Nadu Transparency in Tenders Act 1998 may prefer an appeal to Government within 10 days from the date of order and such an appeal shall be disposed off within fifteen days.

11.0 MOBILISATION ADVANCE

No mobilisation advance will be considered for this contract.

12.0 EMPLOYMENT OF TECHNICALLY QUALIFIED PERSONNEL BY THE CONTRACTORS IN THE EXECUTION OF WORKS

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

Sl. No	Minimum qualification prescribed for the Technical Staff to be employed.	Rate of penalty.
1.	One Diploma holder in any discipline of Engineering (Civil, Mechanical, Electrical)	As indicated below

NOTE

- An amount of Rs.15,000/- per month per person will be recovered as penalty for non-employment of technical personnel.
- The CONTRACTOR should see that one of the senior men technically qualified is always at the site of work during working hours personally checking all items of work and paying extra attention to such works as may demand special attention. If the tenderer fails to employ the technical staff as indicated above for the works, penalty shall be levied as per the rate of penalty indicated above for the period of such employment of technical staff.

13.0 INSURANCE

- 13.1 It is incumbent on the part of the CONTRACTOR to see that it shall be his sole responsibility to protect the public, his employees and TNPGL Engineers in charge against any accident from any cause and he shall indemnify the PURCHASER against any claim for damages for injury to person or property resulting

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

- 13.2 The CONTRACTOR should satisfy the field Superintending Engineer that an 'Accident Risk Insurance Policy' is taken before taking over the site for taking up the work and also to satisfy the field Superintending Engineer, that the policy/policies is/are kept in force till the contract is completed and the works are taken over by the PURCHASER, on the issue of completion certificate.
- 13.3 Recoveries will be made from CONTRACTOR's bill for any liability for the accidents and refund of the same considered later after the claim is fully settled by the Insurance Authorities.
- 13.4 The CONTRACTOR shall insure all his plants and materials against all possible risks including Transit Insurance or loss (or) damage from whatsoever causes. The rates quoted shall be inclusive of this.

14.0 RIGHT TO DECIDE THE TENDER RESERVED

- 14.1 It shall be expressly understood by the TENDERER that the PURCHASER 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 PURCHASER for good and sufficient reasons. The PURCHASER or the competent authority to decide the tender reserves this right.
- 14.2 The TNPGL does not bind to accept the lowest and reserves the right to reject any or all the tenders without assigning any reasons there for and also to award the entire work to one CONTRACTOR or split the work suitably and award the same to one or more CONTRACTORS, without assigning any reasons thereof.

15.0 COMPLETION OF WORKS

The time of completion shall be as per the Clause 18 of Section-D of the specification, provided always that if, in the opinion of the Engineer, the completion of work shall be delayed by the order of the ENGINEER or by any altered, modified, substituted or additional works or materials or by the order of the works or materials to be omitted by any strike or lock out of any workmen employed by the CONTRACTOR or by causes directly due to him or by the CONTRACTOR not being given the possession of the site or any part thereof, whether under the power herein contained or otherwise or by any non-performance of work or non-supply of materials to be performed or supplied by the PURCHASER or by the CONTRACTOR not receiving any orders, drawings, instructions or directions in time or by the suspension of the works, or by fire, flood, exceptionally bad weather, tempest storm or by or from unforeseen circumstances (and whether the same shall be due to any act or omission of the PURCHASER or his agents or those in their respective service or not), the ENGINEER shall, if in his uncontrolled discretion shall think whether forthwith or at any later time and from time to time notwithstanding that the prescribed or extended time for completion has expired or that the works have been completed, by writing under his hand extend the time for the completion of works to such date as he shall appoint.

Provided always, that unless the CONTRACTOR makes a written application to the ENGINEER on or before the time when the cause of delay is occurring or about to occur and unless the time is extended by the ENGINEER, the prescribed time shall not be extended notwithstanding delays from the foregoing or any other causes of whatsoever kind.

16.0 SUB-LETTING

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

17.0 FURTHER INFORMATION

If further necessary information is required, the Superintending Engineer/Kuttalam Gas Turbine Power Station/ Kuttalam -609808, will furnish such, but it must clearly be understood that tenders must be received in order and according to instructions.

18.0 COMPLETENESS OF SCOPE

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

19.0 LIQUIDATED DAMAGES

If the CONTRACTOR fails in the due performance of his contract within the time fixed by the contract or any extension thereof, and the PURCHASER shall have suffered any loss from the delay occasioned by such failure, the CONTRACTOR is liable, at the discretion of the ENGINEER to levy Liquidated Damages for delay in execution which shall be at half percent (0.5%) of the contract price of delayed portion for each completed week of delay reckoned on the contract value of such portion of the work only 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 the actual time of acceptance or taking over of the work and such penalty shall be in 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.

- 19.1 If the works executed in part could not be beneficially used by the TNPGL, the L.D shall be worked out on the basis of entire contract value only and not on the value of delayed portion. In addition to this, the provision regarding levy of penalty for slow progress of work and delay for not keeping up the interim and final completion period specified for various mile stone activities as stipulated in the General Conditions of Contract in Tamil Nadu Building practice for civil works would apply.

The L.D. amount, penalty for slow progress and any other penalties put together shall not exceed 10% of the value of the contract. The L.D. clause so defined above is applicable for delays in supply as well as for Erection also wherever the clause is applicable, when such delays are attributable to the contractor by way of non-adherence of completion schedule furnished by the tenderer as per **Clause 18(a) of Section D** of this specification.

- 19.2 In case of default in executing the work, the CONTRACTOR is liable to pay to the TNPGL in addition to liquidated damages for delay the actual difference in price whenever the TNPGL orders the delayed works to be executed by other agencies at higher rate.

The ENGINEER shall be at liberty to terminate this contract in case the CONTRACTOR slows down the works, abandons or does not use quality materials. A seven days notice in writing shall be served to CONTRACTOR in this regard which will lead to even the termination of the contract without prejudice to recover amount due either from money available through this contract or other contracts.

The date of actual handing over to the PURCHASER after satisfactory completion alone shall be reckoned as date of completion.

20.0 Penalty:

Penalty shall be levied upto Rs.1000/-(Rupees one thousand only) per day per fault/unsatisfactory works related to maintenance of buildings like poor Housekeeping, shortage of housekeeping men/women workers., etc.

21.0 FORCE MAJEURE

- 21.1 If at any time during the continuance of this contract, the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy, acts of Civil Commotion, strikes, lock outs, sabotages, fire, floods, explosions, epidemics, warranting restrictions or other acts of Nature (hereinafter referred to as eventualities), then provided notice of the happenings of any such eventuality is given by the TENDERER to the PURCHASER within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract nor shall have any claims for damages against the other in respect of such non-performance and deliveries under this contract shall be refunded as soon as practicable after such eventuality has come to an end or ceased to exist.
- 21.2 Provided that if the performance in whole or part by the TENDERER or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the PURCHASER may at his option, terminate this contract by notice in writing.

22.0 TERMS OF PAYMENT

- 22.1 Payments will be made to the CONTRACTOR based on the certificate to be issued at reasonably frequent intervals by the ENGINEER from the date of issue of each certificate. For delay in making payment, the contractor shall have no claim and ensure the progress of work shall not be affected.
- 22.2 Payment will be made for a sum equal to 95% of the value of work, as so certified and the balance 5% will be withheld and retained as security for the due fulfillment of the CONTRACT.
- 22.3 Under the certificate to be issued by the ENGINEER on completion of the entire works, the CONTRACTOR will receive the final payment of all the money due or payable to him under or any by virtue of the contract except security deposit and the withheld amount equal to 5% of the total value of the work done provided there is no recovery from or forfeiture by the CONTRACTOR to be made under clause 57.0 of the General Conditions of Tamil Nadu Building Practice.
- 22.4 The amount withheld from the final bill will be retained under 'Deposits' and paid to the CONTRACTOR together with the Security Deposit after 90 days reckoned from the date of completion of work or as soon as the expiration of such period of ninety days after all defects shall have been made good according to the true intent and meaning hereof whichever shall last happen.
- 22.5 In the event of the final bill, on completion of work remains unpaid even after the period of ninety months aforesaid, the ENGINEER shall refund the security deposit which includes the EMD and also the withheld amount on a separate bill if requested for by the CONTRACTOR in writing.
- 22.6 No certificate of the ENGINEER shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurement to which it relates, nor shall it relieve the CONTRACTOR from his liability to make good defects as provided by the Contract. The CONTRACTOR when applying for a certificate shall prepare a sufficiently detailed bill based on the original figures of quantities and rates in the contract schedule to the satisfaction of the ENGINEER, to enable the ENGINEER, to check the claims and issue the certificate. The certificate as to such of the claims mentioned in the application as are allowed by the ENGINEER shall be issued within fourteen days of the application.
- 22.7 When there are complaints from the Labour Department about non- payment of wages to the labourers employed by the CONTRACTORS for the execution of work under agreement, the ENGINEER shall have full powers to withhold the bills claimed by the CONTRACTOR pending clearance certificate from the labour department and to act as per the direction given by the Labour Department.

23.0 LIABILITY FOR ACCIDENTS AND DAMAGES:

23.1 LIABILITY FOR ACCIDENTS TO PERSONS

- The CONTRACTOR shall indemnify and save harm to the PURCHASER against all actions, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by the PURCHASER by person employed by the CONTRACTOR or his SUB-CONTRACTOR on the works whether under the general law or under the Workmen's Compensation Act, 1923, or any other statute in force on the date of the contract, dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under.
- 23.2 On the occurrence of an accident which results in the death of the workmen employed by the CONTRACTOR or which is due to the contract work and of so serious nature as to likely to result in the death of any such workmen, the CONTRACTOR within 24 hours of happening of such accident intimate in writing to the concerned ENGINEER and such officers required by the provision of the workmen's compensation Act the fact of such accident. The CONTRACTOR shall indemnify the PURCHASER against all loss or damage sustained by the PURCHASER resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by the PURCHASER as a consequence, of the PURCHASER's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.
- 23.3 In the event of any claim being made, or action brought against the PURCHASER involving the CONTRACTOR and arising out of the matters referred to and in respect of which the CONTRACTOR is liable under clause, the CONTRACTOR shall be immediately notified thereof, and he shall with the

assistance, if he so requires of the PURCHASER but at the sole expense of the CONTRACTOR, conducts all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the PURCHASER shall, at the expense of the CONTRACTOR, afford all available assistance for any such purpose.

- 23.4 In the event of an accident in respect of which compensation may become payable under Workmen's Compensation Act VII of 1923 and any subsequent amendment thereof whether by the CONTRACTOR, or by the PURCHASER, as principle it shall be lawful for the ENGINEER to retain out of money due and payable to the CONTRACTOR such sum or sums of money as may be in the opinion of the said ENGINEER be sufficient to meet such liability. The opinion of the ENGINEER shall be final in regard to all matters arising under this clause and will not be subject to any arbitration.
- 23.5 Liability for damage or loss to third party including inspection officers due to act of the CONTRACTOR or his SUB-CONTRACTOR connected with the execution of the contract shall be fully borne by the CONTRACTOR. The CONTRACTOR shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the Workmen's Compensation Act. All cases of accidents or injuries shall be reported to the ENGINEER with all the full details required for the settlement under the Workmen's Compensation Act.
- 23.6 The CONTRACTOR should report about all accidents within 24 hours to the Assistant Engineer of the PURCHASER in the preliminary accident form. He should furnish other particulars such as medical certificates, wage particulars, fitness, etc., in due course without delay.

24.0 LIABILITY FOR DAMAGE TO WORKS OR PLANTS

- 24.1 The CONTRACTOR shall during the progress of the work properly cover up and protect the work and plant from injury by exposure to the weather, and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the CONTRACTOR or his workmen or his sub- contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the CONTRACTOR and to the reasonable satisfaction of the ENGINEER. Should such loss or damage happen to units of works or plant or materials failing outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the CONTRACTOR to the satisfaction of ENGINEER.
- 24.2 In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the PURCHASER, be made good by the CONTRACTOR in like manner but at the cost of the PURCHASER at a price to be agreed between the contractor and the PURCHASER and the PURCHASER shall pay to the CONTRACTOR the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case 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 PURCHASER in respect of all damage or injury to any person or to any property of the PURCHASER or of others occasioned by Act of the CONTRACTOR or his workmen or his sub-contractors or by defective design, work or material but not due to cause beyond his reasonable control. Provided that the CONTRACTOR shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the PURCHASER not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the PURCHASER or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the CONTRACTOR has no control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

25.0 POWER FOR ENGINEER TO DECIDE ORDER OF WORKS

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

26.0 CONTRACTOR TO INFORM ENGINEER FOR ARRANGEMENTS FOR EXECUTION OF WORK

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

27.0 SUSPENSION OF WORK

27.1 The ENGINEER may from time to time by direction in writing for any valid reason, without in any way vitiating this contract, direct the CONTRACTOR to suspend the work or any part thereof at such time or times and for so long as the ENGINEER may deem desirable, and the CONTRACTOR shall not, after receiving such written notice proceed with the works therein ordered to be suspended until he shall have received written notice or authority to the effect from the ENGINEER. The CONTRACTOR shall not be entitled to claim from the PURCHASER compensation for any loss or damage sustained by him by reason of the suspension of works as aforesaid.

27.2 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 PURCHASER and for pre-arranged shutdowns in electricity supply for which prior notice may be given.

28.0 INSPECTION OF WORKS

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

29.0 MATERIALS BROUGHT TO THE SITE OF WORKS

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

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

30.0 COMPLETION CERTIFICATE

As and when the whole of the work shall have been completed to the satisfaction of the ENGINEER and in accordance with this contract, he shall give to the CONTRACTOR the 'Completion Certificate' and thereupon the PURCHASER shall take over the work. Provided always that the ENGINEERS shall in his discretion be at liberty from time to time certify, that a part of the work has been completed to his satisfaction and in accordance with this contract and there upon the PURCHASER shall take over that part of the works included in such certificates.

31.0 CERTIFICATE TO BE PROVISIONAL AND SUBJECT TO CORRECTION

Every certificate for payment on account of work, materials or things shall be regarded as only provisional and approximate and all payments made on such certificates shall be regarded as being open payments and shall respectively be subject to revision and settlement by the ENGINEER and in the event of his deciding that from any circumstances the measurements of work executed, returns of materials provided and used for the estimates of value previously made, did not truly represent the

portion of works executed and materials provided and used having reference to the amount of the contract sum and the work remaining to be executed by the CONTRACTOR, the ENGINEER shall have power from time to time to correct the total results by adding thereto or deducting there from such sum as, after communication with the CONTRACTOR or his duly authorised agent, the ENGINEER may deem to be just and such addition or deduction shall be credited to or (as the case may be) debited against the CONTRACTOR at such time as the ENGINEER may think fit.

32.0 NEGLIGENCE

- 32.1 If the CONTRACTOR shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the ENGINEER in connection with the work, or shall contravene the provision of this contract, the PURCHASER may give seven days notice in writing, to the CONTRACTOR to make good the failure, neglect or contravention complained of any should the CONTRACTOR fail to comply with the notice within the reasonable time from date of service thereof in the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case, the PURCHASER shall be at liberty to employ other workmen and forthwith perform such work as the CONTRACTOR may have neglected to do, or if the PURCHASER shall think fit, it shall be lawful for him to take the work, wholly or in part off the CONTRACTOR's hands and re-contract at a reasonable price with any other person or persons or provide any other materials, tools and tackles or labour for the purpose of completing the work or any part thereof and in that event the PURCHASER shall, without being responsible to the CONTRACTOR for the fair wear and tear of the same, have the free use of all the materials, tools, tackles, construction plant, or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the CONTRACTOR over the same and the PURCHASER shall be entitled to retain and apply and balance which may be otherwise use to the contract by him to the CONTRACTOR or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.
- 32.2 If the cost of executing the work as aforesaid shall exceed the balance due to the CONTRACTOR and the CONTRACTOR fails to make good the deficit, the said materials, tools, tackles, construction plant, or other things which are the property of the CONTRACTOR may be seized and sold by the PURCHASER and the proceeds applied towards the payment of such differences and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale, shall be paid by the CONTRACTOR on the certificate of the ENGINEER, but when all expenses, costs, and charges incurred in the completion of the work are paid by the CONTRACTOR, all such materials, tools tackle, construction plant of other things remaining unsold be removed by the CONTRACTOR. The actual difference in price where ever the PURCHASER gets executed through other agencies at a higher rate is payable by the contractor to PURCHASER.

33.0 DEATH, BANKRUPTCY ETC

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

34.0 ARBITRATION

Arbitration shall not be applicable for this contract.

35.0 CLEANING UP

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

removed by the PURCHASER, and the relevant expenditure recovered from the CONTRACTOR.

36.0 JURISDICTION

- 36.1 No suit or any proceedings in regard to any matter arising in any aspect under this contract shall be instituted in any court save in the City Court at Chennai or the Court of Small Causes at Chennai. It is agreed to that no other Court shall have jurisdiction to entertain any suit proceedings, even though part of the cause of action might arise within their jurisdiction. In case of any part of the cause of action arises within the jurisdiction of any Court of Tamil Nadu State and not in the Courts of Chennai city then it is agreed to between the parties that such suits or proceedings shall be instituted in Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of the action might arise within the jurisdiction of such Courts.
- 36.2 An undertaking in this regard in non-judicial stamp paper of value Rs.500/- should be furnished on receipt of acceptance letter.

37.0 RECOVERY OF MONEY FROM CONTRACTOR

In every case in which provision is made for recovery of money from the CONTRACTOR, PURCHASER shall be entitled to retain or deduct the amount thereof from any money that may be due or become due to the CONTRACTOR under these presents and/or under other contract or contracts or any other account whatsoever.

38.0 CLAIMS FOR EXTRA WORK OR FOR DEDUCTIONS

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

39.0 NOTICES: HOW TO BE GIVEN

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

40.0 CONSTRUCTION OF CONTRACT

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

41.0 CONTRACTOR'S REPRESENTATIVES AND WORKMEN

- 41.1 The CONTRACTOR shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the ENGINEER by the CONTRACTOR to carry out and supervise the works. The said representative or if more than one shall be employed, then one of such representatives, shall be present on the site during working hours, and any written order or instructions which the ENGINEER or his duly authorised representative whose name have been previously communicated in writing to the CONTRACTOR may give to the said representative of the CONTRACTOR, shall be deemed to have been given to the CONTRACTOR.
- 41.2 The CONTRACTOR shall at all times employ as much labour of every description as required for the proper progress of the work as planned and shall on demand furnish from time to time, such returns as may be required by the ENGINEER of the number and description of skilled and unskilled labourers

and supervisory staff employed upon the work.

- 41.3 The quantum of such labour force/workmen deployed by the CONTRACTOR in the interest of progress of work will not attract any claim/ compensation by way of wages or any other form etc. from the PURCHASER.

42.0 RIGHT OF ENGINEER TO ORDER WITHDRAWAL OF LABOUR

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

43.0 WORKS, MATERIALS, AND WORKMANSHIP TO BE EXECUTED TO THE SATISFACTION OF THE ENGINEER

- a) The CONTRACTOR shall proceed with the works with diligence and expedition and the whole of the works therein specified, as well as the mode of execution, shall be under the supervision and direction and shall be carried on to the entire satisfaction of the ENGINEER, who shall have full power to order the CONTRACTOR to alter, enlarge or diminish the forms, dimensions, position, or quantities of any works, or to make use of materials and workmanship of different descriptions and qualities from those herein specified and works should be properly carried out to the satisfaction of the ENGINEER.
- b) The whole of the works, together with any temporary works associated therewith, shall be carried out in the most substantial, proper and workman like manner with the best materials and workmanship and to the entire satisfaction of the ENGINEER and in such order of time as he may direct, the CONTRACTOR shall attend to and execute without delay, all orders and instructions which may from time to time be issued by the ENGINEER. When the works or their appurtenance foul with the arrangements of other units of works not covered by this specification, working methods shall be discussed with the ENGINEER and his prior concurrence obtained.
- c) The work shall be executed in a thoroughly substantial manner with materials and workmanship of the best quality and strictly in accordance with the specification, and with the drawings or with such other drawings or written instructions as may from time to time be furnished to the CONTRACTOR in accordance with the terms of this contract, and shall be completed in every respect with all materials and workmanship implied and necessary according to the fair interpretation and meaning of the same, and should there be any discrepancy between the drawings and specifications or any difference or dispute as to the dimensions to be worked to or the quality of the materials to be used or the mode of doing or periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the ENGINEER shall be final and binding on all parties.

44.0 EXECUTION OF WORKS IN CONFORMITY WITH THE CONTRACT DOCUMENTS

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

45.0 DISCREPANCIES BETWEEN SCHEDULE OF PRICES, SPECIFICATION AND DRAWING

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

46.0 QUANTITIES, PRICES AND PAYMENT

- 46.1 The quantities against various items of work furnished in the Bill of quantities are approximate and are likely to vary. They are meant only for the purpose of having a common base of comparison of various tenders and total prices. The payment shall be made in accordance with the net quantities measured as

described in the relevant clauses at the rates stated in the schedule of prices, whether such actual quantities be greater or less than the quantities given in the schedule of prices. If any materials/ works are necessarily required to be executed over and above the schedule of quantities, the Contractor has to execute the work at accepted rates.

- 46.2 Prices quoted by the CONTRACTOR shall include the cost of loading, unloading, handling charges, storage and other allied costs/charges involved.

47.0 DOCUMENTS CONFIDENTIAL

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

48.0 INPUT TAX CREDIT:

- 48.1 Necessary undertaking for Input Tax Credit as per SCHEDULE-XIII shall be submitted by the L1 tenderer after evaluation for compliance with section 171 of GST Act by the bidder.
- 48.2 In the event of eligible evaluated bidders submitting the declaration as 'NIL' ITC benefit, a certificate from Chartered Accountant has to be submitted certifying the same since the bidder may be ignorant of provisions of GST Act.

49.0 PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

The Tenderer shall indicate the Permanent Account Number and GSTIN Registration number in the **Schedule –XIII- Questionnaire** of the specification and should enclose the requisite proof for the PAN issued by Government of India, Income Tax Department and **GSTIN Registration certificate** of the firm. In no case, the provisional GST Registration Certificate will be entertained.

50.0 GOODS AND SERVICES TAX [GST]:

- 50.1 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.
- 50.2 **GST Registration Number:** The GST ID for TNPGL is 33AAKCT7598K1ZI
- 50.3 **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:
(i) Supplier and the recipient of the supply are not related.
(ii) Price is the sole consideration for the supply.
- 50.4 **Composition Scheme:** Composition scheme specifies that registered person whose turnover 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.
- 50.5 **Eligibility for composition scheme:** Sec10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub- section (1), if-
- he is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
 - he is not engaged in making any supply of goods which are not leviable to tax under this Act;
 - he is not engaged in making any inter-State outward supplies of goods;
 - he is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and

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

50.6 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

- COMPOSITE SUPPLY:** A composite supply is the one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.
- MIXED SUPPLY:** A mixed supply is where the goods or services or the combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution, whichever is less only will be admitted.

51.0 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.

52.0 GSTR-2A of TNPGL will be verified to ensure the remittance of GST to Govt., by the supplier in respect of this contract. If the GST remitted by the bidder is found lesser than that claimed from TNPGL, the excess GST paid by TNPGL will be recovered from the supplier, duly adhering regular procedures. The bidder is requested to file the GST returns promptly to avoid delay in processing/payment of invoices. In case of non-filing of GSTR1 by bidder, the SD, EMD and other payments, if any, due to the bidder may be withheld.

53.0 TDS under GST as per Section 51 of the CGST Act, 2017: -

Applicable rate as per the latest directions of the Government will be deducted at source.

TDS on GST at the rate of 2% (i.e. CGST 1% and SGST 1%) or (IGST 2%) will be deducted from the payment made or credited to the contractor where the total value of supply /work exceeds Rs.2,50,000/- . Once the taxable value of the contract exceeds Rs.2.50 Lakhs, then each and every invoice on that contract shall be subject to TDS on GST, irrespective of value of each invoice.

54.0 e-Invoice

The bidder whose turn over exceeds Rs.10 Crores should submit an e-invoice or e-invoiced debit note or e-invoiced credit note. E-invoice is a system in which B2B invoices are authenticated electronically by GSTN for further use on the common GST portal. Under the electronic invoicing system, an identification number will be issued against every invoice by the Invoice Registration Portal (IRP) to be managed by the GST net work (GSTN).

55.0 INCOME TAX:

Income Tax applicable at appropriate rates with surcharge, if any, will be recovered from the contractor's every running bill at the prevailing rate of Tax in force with Amendments issued from time to time as per the income tax act.

56.0 EPF & ESI Act:

All the workers engaged by the contractor for works of TNPGL are covered under the provisions of the EPF & ESI , so that they would be eligible to obtain compensation , pension and other provisions. The workers engaged by the contractors who EPF UAN number (Universal Account Number) and ESI number with ESI temporary /permanent ID card will be permitted to carry out the works in TNPGL.

The bidder should absorb the employer contribution towards EPF &ESI in the rates offered and TNPGL will not reimburse it over and above the accepted rates.

57.0 STATUTORY COMPLIANCES:

- 1) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- 2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
- 3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- 4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 5) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-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 Contract or non-observance of the said Contractors Labour Regulations.
- 6) The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub- contractors. (if permitted)
- 7) In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

58.0 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) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
- (ii) WEEKLY DAY OF REST:**
- Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
- (a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - (b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
 - (c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
- (iii) REGISTER OF WORKMEN:**
- A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
- (iv) EMPLOYMENT CARD:**
- The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- (v) REGISTER OF WAGES ETC.:**
- A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (vi) FINES AND DEDUCTIONS:**
- Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
- (a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- (vii) REGISTER OF ACCIDENTS:**
- The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--

- (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex.
 - (d) Age.
 - (e) EPF UAN number
 - (f) ESI number
 - (g) Aadhaar number
 - (h) Nature of accident and cause of accident.
 - (i) Time and date of accident.
 - (j) Date and time when admitted in hospital.
 - (k) Date of discharge from the hospital.
 - (l) Period of treatment and result of treatment.
 - (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (n) Claim required to be paid under Workmen's Compensation Act.
 - (o) Date of payment of compensation.
 - (p) Amount paid with details of the person to whom the same was paid.
 - (q) Authority by whom the compensation was assessed.
 - (r) Remarks. [Note: k,l,m,n for the workmen not covered under the ESI provisions] (viii)
- PRESERVATION OF REGISTERS:** The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

(viii) 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.

(ix) 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.

(x) 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.

(xi) ACCIDENTAL INSURANCE SCHEME FOR THE LABOURS:

The contractors executing the works contract/contract in which labours are engaged should provide an accidental insurance scheme for Rs.2,00,000/- additionally under Pradhan Mantri Suraksha Bhima Yojana(PMSBY) Scheme through the Bank/Post office for a premium of Rs.20/- per annum per person to all the labours engaged by the contractors for the works in TNPGL, TNPDL, TNGEL and TANTRANSCO.

59.0 Compliance of EPF & MP Act 1952:

- (i) The Contractor who desires to take up works contracts for TNPGL/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF&MP Act;
- (ii) The Contractor should have taken separate EPF main code number:
- (iii) 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;

- (iv) The contractor shall submit necessary returns to EPF Organization within the stipulated time as required under the said EPF& MP Act;
- (v) The Contractor shall 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.
- (vi) The contractor shall be fully liable to meet and fulfill all the relevant provisions the EPF act in the respect of execution of the tendered work.

59.1 The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 500/- and above in the PWD Schedule rates (or) the monthly wages of Rs.15,000/- above, the EPF employer contribution will be restricted upto Rs.15000/- only.

60.0 Compliance of ESI Act 1948:

- (i) The Contractor who desires to take up works contracts for TNPGL/TANTRANSCO is required to comply with all the relevant provisions stipulated in the ESI Act 1948 for areas covered under ESI Act.
- (ii) The contractor should have taken separate ESI main code number.
- (iii) The contractor shall 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.
- (iv) The contractor shall submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- (v) The Contractor shall 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.
- (vi) The contractor shall be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the tendered work.
- (vii) 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 Employee's Compensation Act..

61.0 Statutory Compliance Clearance Certificate:-

- (a) The contractors have to obtain the statutory compliance clearance certification for the work contracts from the online compliance service providers. The required documents should be submitted through online by the respective contractors. Such applications with documents for the statutory compliance clearance certificates will be allocated to one of the online compliance service providers, in the panel, in an automatic digital rotation method. The charges for such statutory compliance clearance certificate will be at the rate of Rs.2.00/ per man day/per month with minimum charges of Rs.400/- and maximum charges of Rs.3200/- and Rs.300/- for re-audit due to reasons attributable to the contractor.
- (b) In TNPGL/TANTRANSCO from 01.04.2021, the Digital Based statutory compliance services will be integrated with the Bill processing System. The bills will be processed only after obtaining the statutory compliance clearance certificate from the online Compliance service providers.

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

63.0 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.

64.0 EPF Documents to be Produced for Claiming Bills:-

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

65.0 ESI Documents for While Claiming Bills:-

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

S.No	IP.No	IP.Name	No. of days	Wages	IP Contributions

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

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

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

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

New Forms:

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

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

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

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

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

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

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

FORM VIII Service Certificate (under 3 Rules)

FORM IX Certificate of Medical Examination (under BOCW Rules)

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

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

FORM XII Application for Registration of Establishments Employing Contract Labour or Migrant
Workmen or Building Workers.

67.0 Undertaking to be furnished by the contractors in respect of the Statutory Provisions:-

- (a) The Contractor shall furnish an undertaking as specified in **Schedule –XV** to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.

68.0 SAFETY CONDITION:-

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.

- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- (v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- (vi) If any accident occurs, it should be informed to the concerned officer of TNPGL in writing by the concerned contractor immediately.
- (vii) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.
- (viii) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
- (ix) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- (x) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- (xi) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- (xii) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- (xiii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- (xiv) 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. (xiv) 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.
- (xv) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
- (xvi) 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.
- (xvii) 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.

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

69.0 Inclement Weather

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

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

SECTION - F
SPECIAL CONDITIONS
FOR HOUSEKEEPING WORKS

1.0. GENERAL

- 1.1 This specification for the work of **"Upkeeping, maintenance of sanitation, cleaning, Pollution & Environmental monitoring works of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work" conforming to Specification No.SE/KGTPS/WC.No.36/2025-26 are invited through e-tender portal by the Superintending Engineer/Kuttalam Gas Turbine Power Station, Therizhandur, Kuttalam-609 808.**
- 1.2 Description of various items of work under this specification and nature of work in detail are given hereunder. The complete work under this scope is referred to as housekeeping works and maintenance of sanitation and conservancy works.
- 1.3 The work to be performed under this specification consists providing all labour, materials, consumables, equipment, temporary works, transportation and all incidental items not shown or specified but reasonably implied or necessary for the completion and proper upkeeping of the plant, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work. All materials required shall be provided by the bidder.
- 1.4 The work shall be carried out in accordance with the specification. The Bidder's work shall cover complete requirements as per IS codes, fire safety norms, requirements of various statutory bodies, best prevailing practices and to the complete satisfaction of Purchaser.
- 1.5 The Bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, soil conditions, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.
- 1.6 The purpose of the contract is to up keep and maintain the Office buildings, allied structures and Open areas, Quarters premises, Over head tanks, Sumps, Septic tank, Sewer lines, Open drains , maintenance of internal Roads, Gardens, General disinfectant works, Environmental monitoring works etc., essentially required for proper housekeeping works related to the Gas Turbine Power Station premises in a neat and tidy manner. The contractor has to undertake all such jobs/activities required to maintain the office premises neat and clean whether such activities are elaborated hereunder or not.

2.0 Details of works /Services:

- 2.1 General cleaning (sweeping, mopping, dusting and any other connected work in all buildings) of the office rooms, open office halls, conference rooms (Halls), corridors, elevator car, stairs, hand rails & toilets, parking areas, service area, pavements and roads surrounding campus and all unspecified areas/location in and around the Power Station premises, including Rain water & sewer drains, electrical substation, DG room, UPS room, pump room, fire room and shaft & ducts, dusting of furniture, cupboards, office equipment's. Cleaning of surfaces, wherever required, soap-oil or liquid cleaners can be used.
- 2.2 Sweeping and mopping of the office floors (Flooring with ceramic / marble / granite tiles) steps, staircase, handrails with scented cleaning agents including clearing and disposal of waste papers daily, Dusting and cleaning of files records in racks, furniture's for twice in a week, cleaning of all partition walls, ceilings [Brick, Wooden & Aluminum, Glazed], Staircase, hand rails, doors, windows, blinds, Name boards, Electrical fittings viz. Tube Lights, fans, Electrical fixtures, switch boxes etc, removal of cobweb once in a month collecting and disposing all the waste to outside Office complex, with all general cleaning inside the office Floors etc...
- 2.3 **Sweeping of open areas around Office buildings,** open terrace and collection, removal of garbage's and wastes from campus to outside office complex daily, all general outdoor cleaning with sprinkling of water, including removal of weeds and unwanted materials as directed by the Engineer at

site using coconut brooms, Bamboo baskets, wheel barrow, skid loader, any machineries etc.

- 2.4 **Cleaning (VIP/Ladies and Gents)** toilet block, wash basins, water closets, urinals and toilet floor and wall tiles shall be cleansed by spraying of disinfectant, phenyl and placing camphor balls and urinal scented screen in the urinals and wash basins, sweeping and cleaning the floor surface and side wall surface, gratings, neatly cleaning the sanitary duct, removing dirt/refuse and cobwebs and sweeping away the stagnated water at periodic intervals. (3 times a day). Total area and wash areas should be maintained clean all through the day.
- 2.5 All the cleaning materials such as cleaning powder, Broom sticks, mopping sticks, Cobweb sticks, Bamboo baskets, Swabs, Mops, Dungry cloth, Buckets, scrubbers, fragrant and cleaning agents, urinal screen, camphor balls, soap oil, brushes, phenyl to be stocked in stores for one month storage. However, as and when necessary, the contractor shall carryout the works as directed by the Engineer-in-charge.
- 2.6 Removal of material and any other garbage from the entire premises.
- 2.7 Removal of garbage from dustbins in biodegradable bags and replacing old biodegradable bags with new biodegradable bags. Garbage should be carried in trolley with high quality rubber wheels ensuring that the garbage is not spilt in loading trolley as well as in its transportation. No garbage shall be left in the site overnight. The biodegradable bags for the dustbins and trolleys for carrying the garbage will have to be provided by tenderer.
- 2.8 Sweeping of the entire area and to remove all the soil, dry leaves, pebbles, boulders, broken concrete pieces etc.,
- 2.9 Thorough cleaning of all toilets. Removal of blockages, if any, scrubbing and cleaning of all floors and wall tiles in toilets with soap, detergents, kerosene/petrol or any other chemicals.
- 2.10 Cleaning of glass, novapan and aluminium channels/partitions.
- 2.11 Cleaning of all doors and window panes.
- 2.12 Cleaning of air conditioner grills, air curtains and drainage trays.
- 2.13 Removal of cobwebs.
- 2.14 Machine and Hand scrubbing and thorough cleaning / washing of the entire floor area by using approved cleaning material and dry/wet mopping.
- 2.15 Cleaning of drinking water coolers area, dust bins buckets etc. with detergents.
- 2.16 Removal of poster, banner etc. from inside and outside walls of the building.
- 2.17 Cleaning of terrace, rain water and sewer drains.
- 2.18 Waste Disposal Management
 - The contractor shall ensure collection, mechanized screening/segregation of dry and wet garbage in the earmarked area.
 - The biodegradable and non-biodegradable waste shall be segregated and disposed of by the contracting agency on day-to-day basis and required numbers of dustbins will have to be provided by the Agency.
 - The contractor shall arrange for disposal of garbage at such a place as may be permissible by the Local Authority.
- 2.19 Removal of bird droppings and other dirt's on the inner walls or on the foot of doors, ventilators etc. as and when required. Disposal of garbage at the waste yard two times a week.
- 2.20 Shifting of materials from one place to another as and when required.
- 2.21 Engaging sewage tankers in case of spillage of sewage water from manhole.

3.0 WORK NORMS:

1. All the cleaning personnel to be provided for undertaking the housekeeping services shall be provided with required uniform as specified by Engineer – in – charge and should maintain decent behavior.
2. All the cleaning personnel provided for the housekeeping services shall be governed by Govt. of India Ordinance Minimum Wages Act/ Govt. of TamilNadu Minimum Wages Act whichever is beneficial to the employee. EPF and ESI and all statutory recovery & remittance shall be taken care by the Contactor.
3. The contractor shall liable to pay, the monthly wages on or before 07th of succeeding month to his deployed personnel in accordance to applicable minimum wages Act.
4. The contractor shall strictly observe and adhere the following from their deployed personnel:
 - Are punctual and arrive at least 30 minutes before start of their duty time.
 - Take charges of their duties properly and thoroughly.
 - Perform their duties with honesty and sincerity.
 - Extend respect to all Officers and Staff of the office.
 - Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
 - Will not gossip or chit chat while on duty.
 - Will never sleep while on duty.
 - Will immediately report to the Section Officer any untoward incident/ misconduct or misbehavior.
 - Do not entertain visitors.
 - Shall not smoke in the office premises..
 - Log register shall be maintained for the cleaning works in each and every floors of as per the direction of officer in charge.
 - Inspection card should be provided at the rear side of the entrance door to the toilets in all floors. These Inspection cards should contain necessary details on the cleaning operations carried out daily in the respective toilets and shall be duly signed by the in-charge after every inspection.
5. It is the sole responsibility of the personnel deployed by the contractor to execute the assigned work perfectly and neatly. If any damages are caused to TNPGL's assets while discharging the duty, suitable amount will be deducted from the contractor's monthly payment.
6. The contractor shall exercise adequate supervision to reasonably ensure proper performance of cleaning work in accordance to the schedule of work by deploying adequate supervision staff.
7. The contractor shall issue identity card/identity documents of the employees who are deployed to execute the work.
8. All necessary reports and other information shall be supplied immediately by the contractor as and when required by the TNPGL.
9. The contractor shall not employ any person of age below 18 years and above the age of 55 years and they should be sound in health in carrying out the duty and should not have infected diseases, 50% of personnel employed by the contract shall be of male workers.
10. The contractor shall not subcontract the assigned work to any other agencies.
11. If required, amendment to the contract shall be effected from time to time in accordance to Government notifications or otherwise.
12. The Contractor shall provide high quality cleaning operatives for the Building all times:

- The Supervisor may be required to perform his duties outside the normal working hours at the Contractor's own cost.
 - All cleaners should be observant, keen, alert, efficient, willing and pleasant. Adequate training for the cleaners shall be provided by the Supervisor to guarantee a high cleaning standard.
 - The Contractor shall provide clean and tidy uniforms for all his employees. The uniform must be worn by all employees who are engaged to carry out the works under this Contract.
13. The Contractor shall take out adequate insurance against all liability to pay demands of compensation as aforesaid in respect of all workmen and other persons who may be employed to carry out the works and shall furnish the Engineer in Charge with a copy of the insurance policy.
 14. If the Contractor fails to effect and keep in force the insurance as mentioned above, then and in any such case the Engineer in charge may effect and keep in force such insurance and pay such premium or premiums as may become due and recover the same from the Contractor.

4.0 WORKING NORMS AND RULES:

1. The contractor shall ensure that workers for House Keeping including a Supervisor provided towards jobs specified above shall be supplied on all working days. However, in case of Department holidays, workers for House Keeping including a Supervisor shall be supplied as directed by Engineer – in charge. Of this, 50% of the workers should be compulsorily male and capable of doing assigned works in satisfactory manner.
2. Payment of wages to the workers should be made as per the Orders / Proceedings of District Collector, fixing the rates of the daily wage, as per the minimum wages Act.
3. Attendance register in the form of muster roll for deployment of personnel by the contractor should be maintained and extract of it should be submitted along with the bill at the end of each month. The Attendance register will be under the custody of the Security who will submit it to the office in charge.
4. The work force posted should be physically of good health, good character, amenable to discipline and should have necessary adequate knowledge and speediness for carrying out the works. Their age shall not be less than 18 years and not more than 55 years.
5. It would be the responsibility of the tenderer to obtain necessary license and ensure compliance of all statutory regulations including labour laws that are in force from time to time, in all matters concerned.
6. All the tools necessary for the execution of housekeeping and consumables such as Bucekts mugs, Cobweb, Cleaning accessories, phyenol, Room freshners, Lizal etc shall be kept available adequately by the contractor at his own cost.
7. No workman will be permitted either to live inside the campus or to stay in the office premises beyond working hours.
8. The contract will be pre-closed without any prior notice if any of their employees found indulging in malpractice in the premises.
9. The firm shall take insurance to cover any statutory responsibility with respect to the employees of the contractor and any other damages, which may happen during the course of service. TNPGL shall not be liable for the above losses or damages.
10. The contract also includes assisting employees in handling office records, moving the furniture and equipments from one place to the other within the campus.
11. The work force will be held responsible for any damage/break of equipment, records, materials etc, of TNPGL on which they will be working and they will be responsible for any theft/ pilferage and the loss incurred by the Board will be recovered from the contractor.

12. The labour engaged by the contractor will not be entitled for any of the privileges and benefits enjoyed by the employees of Board. Further the employees of the contractor should not claim any permanency in TNPGL under any circumstance.
13. The contractor will be responsible for the conduct of all workers deployed for the work and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Contractor or any of the workers / subcontractors / agents / any others deployed by the Contractor in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same.

5.0 RECORDS TO BE FURNISHED BY THE TENDERER WITH TENDER:

- 1 GST Registration Certificate.
- 2 PAN Card Copy
- 3 License obtained from the Local Authority.
- 4 Declaration regarding no litigation, current or during the last five years in which the bidder was/is involved.
- 5 Declaration regarding no work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same.
- 6 Declaration regarding no proceedings for bankruptcy, insolvency or winding up in which the bidder is / was involved.
- 7 Proof for average annual turnover in the last three financial years
- 8 Original "POWER OF ATTORNEYS" in case any person other than the tenderer himself has signed the tender.
9. Authenticated copy of partnership deed in case of partnership firm and power of attorney to the representative of the firm to operate the tender. In case of companies, a copy of incorporation certificate of article of association.
10. Copy of the recent registration certificate issued by the Labour Commissioner, ESI, EPF & Service Tax authorities.
11. A declaration to the effect that, no dues are to be paid to Law Enforcement Authorities, like, EPF/ESI and no violation has been detected by Labour Enforcement Authorities and will abide by the provisions of Contract Labour Regulation and Abolition Act as amended from time to time.

SECTION – G

The bidders shall enter their financial quotes marked in blue coloured unprotected cells of BOQ through online.

SECTION -H
SCHEDULE – I

DEVIATIONS FROM TECHNICAL TERMS AND CONDITIONS

SL.No	Clause No.	Description of clause	Description of Deviation

COMPANY SEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE – II

DEVIATIONS FROM COMMERCIAL TERMS AND CONDITIONS

SL.No	Clause No.	Description of clause	Description of Deviation

COMPANY SEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE – III

DEVIATIONS FROM GENERAL TERMS AND CONDITIONS

SL.No	Clause No.	Description of clause	Description of Deviation

COMPANY SEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE – IV

**STATEMENT OF WORK ORDERS EXECUTED / UNDER
EXECUTION IN THE PAST TEN YEARS AS ON THE DATE OF
TENDER TO COMPLY WITH THE BID QUALIFICATION
REQUIREMENT**

Sl. no.	Name & Address of the Organization incl. other SEBs	Name of the tendered works	Works contract No. & Date	Value of order in Rs. Lakhs	Scheduled date of completion of work	Actual date of comple tion of work	Whether copy of the award /acceptance letter is furnished (Yes/ No)	Whether copy of the End User /Completion Certificate is Enclosed (Yes/ No)
1	2	3	4	6	7	8	9	10

NOTE :

Copies of award/ acceptance letter and end use/completion certificate shall be furnished in the bids.

COMPANY SEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE – V

PARTICULARS OF EMPLOYMENT OF EX-SERVICE PERSONNEL

I/We undertake to employ at any time during the execution of this contract, the following ex-service personnel, if available.

Sl.No.	NAME

1.	
2.	
3.	
4.	
5.	
6.	
7.	

COMPANY SEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE – VI

LIST OF EQUIPMENTS

The BIDDER shall indicate herein below the equipment, that they have in possession and the equipment they propose to bring to the site, in case the work is awarded to them.

Sl. No.	Type and Description of the equipment	Numbers the bidder has in possession	Number he proposes to bring on to site
(1)	(2)	(3)	(4)

Bidder hereby confirms that the quantity and type of tools that they will employ for construction will not be less than those listed above, and agree to bring more equipment, if so warranted, in the opinion of the Engineer.

COMPANY SEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE – VII

RATES FOR LABOUR

BIDDER shall quote hereunder the all inclusive price of labour assumed for the purposes of this contract per day of 8 hrs each.

Supplying labour	Rs./Each

i)	Unskilled labour male
ii)	Unskilled labour female
iii)	Skilled labour male
iv)	Mason
v)	Carpenter
vi)	Painter
vii)	Fitter (Reinforcement)
viii)	Fitter (Structure steel)
ix)	Welder
x)	Rigger
xi)	Welders with welding equipment
xii)	Gas cutter with all equipment

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

COMPANY SEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE – VIII
TENDER ACCEPTANCE LETTER
(To be signed on Letter head and uploaded in the technical Bid)

Date:

To
The Superintending Engineer,
Kuttalam Gas Turbine Power station,
Maruthur, Therizandur Post,
Kuttalam-609808

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender/Work:

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site (s) namely:_____ per your advertisement, given in the above mentioned website (s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure (s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum (s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.
6. Having examined the tender specification together with the schedules attached, if I/WE am/are exempted for paying EMD, then I/WE am/are deemed to accept to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfilment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited. The GST applicable for the above shall also will be paid to TNPGL by me/us.

Yours Faithfully,

(Signature of the bidder, with official Seal)

SCHEDULE – IX

PROFORMA FOR SUBMISSION OF TENDER

**To
The Superintending Engineer,
Kuttalam Gas Turbine Power station,
Maruthur, Therizandur Post,
Kuttalam-609808**

1. I/We do hereby tender, and if this tender be accepted undertake to execute the following **work,viz, Up keeping, maintenance of sanitation, sweeping, cleaning Pollution & Environmental monitoring works etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work as described in the specification prepared in the Office of the Superintending Engineer/Kuttalam Gas Turbine Power Station/ Kuttalam with such variations by way of alterations and additions to and omissions** from the said works and method of payment as are provided for in the conditions of contract for the sum as quoted in price bid or such other sum as may be arrived at under the clause of the standard preliminary specification relating to payment on lumpsum basis or by final measurement at unit prices.
2. I /We, have also completed the price list of items of schedule annexed (in words and figures) for which I/We agree to execute the work when the lump sum payment under the terms of the agreement is varied by payment on measured quantities.
3. I/We, hereby distinctly and expressly declare and acknowledge that, before the submission of my/our tender, I/We have carefully read the Tamil Nadu Building Practice and the General Conditions of Contract therein, and that I/We have made such examination of the contract documents and of the plans, specifications and quantities and of the location where the said work is to be done and such investigation of the work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand on the TNPGL based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements stipulations, restrictions and conditions.
4. I/We enclose certified copies of Auditor Certificate/ Annual Accounts. I/We enclose the necessary documents towards payment of the sum of Rs..... (Rupeesonly) as Earnest Money Deposit by means of NEFT/RTGS/Bank transfer.

If my/ our tender is not accepted, this sum shall be returned to me/us on my / our application, when intimation is sent to me/us of rejection or on the expiration of 180days from the date of opening of this tender whichever is earlier.

If my/our tender is accepted, the earnest money shall be retained by the TANGEDCO as Security for the fulfillment of the Contract if upon written intimation to me/us by **the Superintending Engineer/Kuttalam Gas Turbine Power Station/Maruthur, Therizhandur-Po, Kuttalam –Tk**

I/We fail to attend the said office before the end of the period specified on such intimation, the tender will not be considered and upon intimation being given to me/us by **the Superintending Engineer/Kuttalam Gas Turbine Power Station/Maruthur, Therizhandur-Po, Kuttalam –Tk**

I/We fail to make the additional Security Deposit or to enter into the required agreement as defined in the tender notice, then I/We agree to the forfeiture of the earnest money.

Any notice required to be served on me/us hereunder shall be sufficiently served on me/us by post to me/us (registered or left at my/our address given) such notices shall if sent by post in due course of post, it would be delivered at the address to which it is sent.

5. I/We fully understand that the written agreement to be entered into between me/us and the TANGEDCO shall be the foundation of rights of both the parties and the contract shall not be deemed to be complete until the agreement is first signed by me/us and then by the proper officer authorised to enter into contracts on behalf of TANGEDCO.

I am/We are professionally qualified and am/are agreeable to **Clause 12.0 of Section-E** of this Specification and my/our qualification(s) are given below:

Sl No	Name	Qualification

6. I/We will employ the following technical staff for supervising the work as per **Clause 12.0 of Section-E** of this specification including the penalty in the clause and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention, (eg.) reinforced concrete work.

Sl.No	Name of the technical staff proposed to be employed	Qualification

NOTE:

The TENDERER should score out the last Clause or the penultimate, accordingly as they are themselves professionally qualified or undertaken to employ technical staff under them.

COMPANY SEAL

Authorised Signatory
(Name and designation to be specified)

SCHEDULE – X

DECLARATION FORM

To
The Superintending Engineer,
Kuttalam Gas Turbine Power station,
Maruthur, Therizandur Post,
Kuttalam-609808

Dear Sir,

Having examined the tender Specification No.SE/KGTPS/WC.No.36/2025-26 together with the accompanying schedules etc., we hereby offer to execute the "Up keeping, maintenance of sanitation, sweeping, cleaning Pollution & Environmental monitoring works etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work" covered in this specification at the rates entered in the attached schedule of prices.

1. We hereby guarantee the particulars entered in the schedules attached to the specification.
2. In accordance with Security Deposit cum performance guarantee Clause 8 of Section–E of the specification we agree to furnish security cum performance guarantee in the form of electronic mode of transfer/ irrevocable B.G. to the extent of 5% of the total accepted value of the contract.
3. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

(BIDDER)

COMPANY SEAL

Authorised Signatory
(Name and designation to be specified)

SCHEDULE – XI

Declaration pursuant to Section 206AB

This is to declare that(Name of the Contractor) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2022-23 and 2023-24 (FY 2021-22, FY 2022-23) and Assessment Year 2024-25 (Financial Year 2024-25) within the due date as per the provisions of the said Act.

Permanent Account No. (PAN) of our Company/Firm/Individual is

The details of Return of Income filed are as below:

Sl.No.	Assessment year	Acknowledgement No	Date of filing
1	2022-23		
2	2023-24		
3	2024-25		

Place:

(Authorised Signatory)

Date :

Signature and Seal

SCHEDULE – XII

UNDERTAKING TOWARDS INPUT TAX CREDIT BENEFIT

(Declaration to be submitted by the L1 bidders in Non Judicial Stamp paper of value not less than Rs.500/-)

To
The Superintending Engineer,
Kuttalam Gas Turbine Power station,
Maruthur, Therizandur Post,
Kuttalam-609808.

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN No. _____ in State of _____. Our applicable GST% for the above reference job is under code _____.(SAC)

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

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

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

Place:

(Authorised Signatory)

Date :

Signature and Seal

WITNESS :

1.

2.

Note: Bidder may strike out the para which not applicable

SCHEDULE –XIII

QUESTIONNAIRE – A

BID QUALIFICATION REQUIREMENT & COMMERCIAL CONDITIONS INSTRUCTIONS :

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

Sl. no.	PARTICULARS	BIDDER'S RESPONSE
1	Name & Address of the Firm / Company	
a	Registered Office.	
b	Factory / Work's Address	
c	FAX No. & Telephone No.	
d	E-Mail ID.	
e	Permanent Account Number(PAN)	
f	GST Registration No.	
g	SAC code of the Civil work tendered.	
2	Name, Designation & Address of the person signing the tender.	
3.a	Whether the Company is Micro, Small or medium enterprises (Services/Manufacturing or both, specify)	
b	If so, Mention UDYAM Registration No.	
c	Legal Status of the company. (Partnership / sole property / Registered under companies Act)	
d.	Whether attested copy of the Certificate obtained from the Chartered Accountant stating the investment held in Plant and Machinery and Annual Turnover of his/ their enterprise is enclosed for the purpose of verifying the classification under MSME Act.	
e.	whether tenderer is a Manufacturer / Service provider	Mention
3.b	Is the tenderer having a Permanent EMD (PEMD) with TNPGL. If so, specify the details of PEMD	
4.1.	Whether the tenderer has submitted proven experience in the work of having executed Housekeeping and conservancy works viz, sweeping & mopping of floor area of office/ large/factory/power house buildings, open areas and cleaning Rest rooms for a value not less than Rs. 14 lakhs in a single contract for Government/ Government Undertakings/ other State DISCOMS/SEB's /Central/State Public Sector undertaking during the last ten years from the date of Submission of Bid.	YES / NO
4.2	Whether the copies of award letters and performance/completion certificates for the works executed during the last Ten years are enclosed in the tender, as stipulated in BQR/Section-B of this Specification.	YES / NO

5.0	The Annual Turn Over for the years specified 2024-25 2023-24 2022-23	
5.1	Whether documentary evidence for the Annual Turn Over uploaded.	YES / NO
6.0	EARNEST MONEY DEPOSIT :	
6.1	Amount : Rs.54,000/- (Rupees Fifty Four thousand only)	
6.2	Mode of Payment : NEFT / RTGS / Bank Account	YES / NO.
6.3	<p>i.If exempted from paying EMD, state whether the bidder has uploaded the documentary evidence showing their classification under Micro, Small enterprise located within the state of Tamil Nadu i.e "Udyam" Registration certificate or valid PEMD for the requisite amount as required under Clause 4 of Section-A of this tender specification.</p> <p>ii) If the bidder is exempted from paying EMD, Scanned copy of the undertaking in lieu of EMD uploaded.(Rs.500/- NJS Paper)</p>	<p>Mention the category of Registration/ PEMD certificate.</p> <p>-----</p> <p>YES/NO</p>
<p>NOTE: If item (6.2) or (6.3)) is not up loaded for payment of EMD/ exemption during submission of the Techno commercial bid, the Commercial & Technical Bids will not be opened .</p>		
7.	VALIDITY :	
	Whether your offer is valid for a period of 90 days from the date of opening of Commercial / Technical Bids. [Offers with validity period of less than 90 days are liable to be rejected].	YES / NO
8.	PRICE :	
A	Whether the price quoted is FIRM for the entire period of contract.	YES / NO
B	Whether GST Applicable (Percentage & Amount)has been mentioned separately.	YES / NO
C	Confirm that any additional amount of GST due to upward revision on account of increase in Turnover during the contractual period shall be borne by you.	YES / NO
D	Confirm that necessary undertaking for GST Input credit Tax as per Schedule-XII is furnished	YES / NO
E	Whether you are agreeable, in case of delayed completion of work, the GST prevailing on the date of actual completion or the GST applicable on the date of contractual date of completion, whichever is less shall only be payable.	YES / NO
9.	IT-PAN & GSTIN	
a.	Whether copy of the PAN card issued by IT department is furnished and the copy of IT Returns filed for the AY-2024-25, 2023-24 & 2022-23 are enclosed.	YES / NO

b.	Whether the copy of permanent GST Registration Certificate displaying GSTIN, Place of business, its legal status and name of partners are enclosed with the offer.	YES / NO
10	Whether you are agreeable for the following clauses specified under Section – D & Section-E of the Specification.	
A	Payment Terms (Clause –22/ Section-E).	YES / NO
B	Security Deposit (Clause – 8/ Section-E).	YES / NO
C	Completion period (Clause – 18/Section -D).	YES / NO
D	Liquidated Damages (Clause – 19/Section-E).	YES / NO
F	Jurisdiction for Legal Proceedings (Clause – 39/ Section-E)	YES / NO
11	Whether a copy containing all pages of Section – D, Section-E and Section-F with dated signature of the Tenderer in all pages has been uploaded.	YES / NO
12.	Whether All Schedules I to XIII duly filled and signed are uploaded.	YES / NO

Place:

(Authorised Signatory)

Date :

Signature and Seal

UNDERTAKING

I,....., sole proprietor / Partner of M/s. hereby undertake that the details given in the above **QUESTIONNAIRE – A** are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms & conditions.

Place:

(Authorised Signatory)

Date :

Signature and Seal

ANNEXURE - I
UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS
(to be furnished in a stamp paper of a value not less than Rs.500/-)

This Undertaking executed at on this (date(Month) two thousand and twenty five by M/s.....Registered under Companies Act, 1956 having its registered office athereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and assigns) with the Tamil Nadu Generation and Distribution Corporation Limited a statutory authority , a body corporate constituted as per provision of G.O.MS.No.100, dt.9.10.2010, having its registered Office at No.144 Anna Salai, NPKRR Maaligai, Chennai – 600002 herein after called the purchaser (Which expression shall where the context so admits means and includes its successors in Office and assigns.)

WHEREAS the Contract is for the work of **"Upkeeping, maintenance of sanitation, sweeping, cleaning, Pollution & Environmental monitoring works etc., of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work."**

AND WHEREAS in accordance with Clauseof the above said acceptance/award letter certain terms were stipulated for the execution of the work.

AND WHEREAS in accordance with Clause.....of the above mentioned award/ acceptance letter the contractor has to furnish an undertaking that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than in the High Court, Chennai City Civil Court of Chennai or other Court of small causes at Chennai, as the case may be.

IN CONSIDERATION of the Board having agreed to accept the undertaking the Contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any Court, save in the High Court, Chennai City Civil Court at Chennai or at the Court of small causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the Tamil Nadu, then it is agreed to between the parties that such suits on proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

IN WITNESS WHEREOF of Thiru.....
OF.....of M/s.....hereby
put his hand and seal for due observance of the Undertaking in the presence of the following witnesses.

Place:
Date :

(Authorised Signatory)
Signature and Seal

Witness
1)
2)

ANNEXURE-II

UNDERTAKING IN LIEU OF PAYMENT OF EMD (in Non-Judicial Stamp Paper for a value of Rs.500/-)

THIS UNDERTAKING executed at _____ on this the _____ day of _____ Two thousand and twenty five by M/s. _____ a company registered under Companies Act, 1956, having its registered office at _____ hereinafter called the "Tenderer"

TO AND IN FAVOUR OF THE TNPGL (erstwhile TANGEDCO)

a Body Corporate constituted under Companies Act, 1956, a successor entity to the erstwhile Tamil Nadu Electricity Board, a subsidiary of TNEB Ltd, and wholly owned by the Government of Tamil Nadu, having its office at NPKRR Maaligai, Electricity Avenue, 144, Anna Salai, Chennai 600 002 represented by THE CHIEF ENGINEER/M/TS >S, (hereinafter called the `TNPGL).

WHEREAS the contract is for the work of _____ in terms of the Tender Specification No. _____

AND WHEREAS in accordance with Clause 1.1 of Section A of the above said tender specification the tenderer has to furnish E.M.D. of Rs. (Rupees only).

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

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

IN CONSIDERATION of having agreed to accept an undertaking from the tenderer in lieu of payment of Earnest Money Deposit in cash, the tenderer undertakes to pay the sum of Rs. /-(Rupees. only) immediately when a demand is raised by TNPGL 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) if he revises any of the terms quoted during the validity period.
- iii) if he violates any of the conditions of the tender Specification.

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING is such that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of 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 expressions, `Tenderer' and `TNPGL' herein before used shall include their respective successors and assigns in office.

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

SIGNATURE

In the presence of witnesses:

1.

2.

ANNEXURE – III

BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE
GUARANTEE (In NJS Paper for a value of Rs.500/-)

To
The Superintending Engineer,
Kuttalam Gas Turbine Power Station,
Maruthur, Therizhandur-Po
Kuttalam –Tk -609808,
Mayiladuthurai- DT

GUARANTEE NO.:

VALUE OF GUARANTEE:

GUARANTEE COVER FROM:

LAST DATE FOR LODGEMENT OF CLAIM:

THIS DEED OF GUARANTEE made on this day ofTwo thousand and twenty three by the Bank of (hereinafter called "The Bank") to and in favour of the TAMILNADU POWER GENERATION CORPORATION LTD , a Body corporate incorporated under companies Act 1956, having its office at NPKRR Maaligai, 144, Anna Salai, Chennai – 600002, represented by the Chief Engineer /M/TS & GTS (hereinafter called "The Corporation ").

WHEREAS M/s..... (hereinafter called "the Tenderer") have by virtue of Contract entered into with the Corporation as per the Lr. No.dt..... agreed with the Corporation for execution **Up keeping, maintenance of sanitation, sweeping, cleaning Pollution & Environmental monitoring works of Kuttalam Gas Turbine Power Station at Maruthur in Mayiladuthurai District for a period of two years from the date of commencement of work in accordance with the terms** and conditions of the contract.

AND WHEREAS in accordance with the terms of the contract in Lr. No..... dt..... the Tenderer has to pay a sum of Rs...../- (Rupees only) as security deposit cum performance guarantee from a nationalized bank.

AND WHEREAS the Tenderer has requested the Corporation to accept the Bank Guarantee in lieu of Security Deposit/Performance Guarantee for a sum equivalent to five percent of the value of the contract for the satisfactory performance of the contract.

AND WHEREAS the Bank has at the request of the Tenderer, agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specification indicated in the terms and conditions in the Lr. No. dt.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the Corporation having agreed to accept the Bank Guarantee from a Nationalized Bank towards Security Deposit/Performance Guarantee for a sum equivalent to Rs /- (Rupeesonly) the Bank do hereby guarantee that if the Tenderer fails to perform the Contract in accordance with the specifications and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to the Corporation such amount or amounts as the Bank may be called upon to pay by the Purchaser.

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

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

2. The Bank further undertakes to indemnify the Corporation to the extent of Rs /- (Rupees.....only) against any loss or damage that may be caused or suffered by the Corporation by reason of any breach of the terms and conditions of the said Lr. No..... dt.
3. The Guarantee herein contained shall remain in force till the terms and conditions of the Lr. No. dt have been fully and properly carried out by the said Tenderer and in any case, the Guarantee shall not hold good after (date of expiry of Guarantee).
4. The Bank further agrees with the Corporation that the Corporation shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the bank hereunder) to vary any of the terms and conditions of the Contract or to extend the time of performance of the contract by the said Tenderer for time to time or to postpone from time to time any of the powers exercisable by the Corporation against the said Tenderer and to forbear or to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved of its liability by reason of any such variation, or extension being granted to the said Tenderer or by reason of any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Tenderer or by any such matter or thing whatsoever which under the Law relating to sureties would but for these provisions have the effect of so relieving the Bank.
5. Any account settled between the Corporation and the Tenderer shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.
6. The expressions "Bank", "Tenderer" and "The Corporation " herein before used shall include their respective successors and assigns.

NOTWITHSTANDING anything contained herein above

1. Our liability under this Bank Guarantee shall not exceed Rs...../- Rupees.....only)
2. This Bank Guarantee shall be valid up to and
3. We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ,the expiry of this Guarantee.

IN WITNESS WHEREOF THIRU for and on behalf of the Bank has signed this Deed on the day, month and year first above written.

Confirmation of issue of this Bank Guarantee should be sought for by the beneficiary from our Regional office at the following address:

SIGNATURE
WITH THE SEAL OF THE BANK
(Name in Block letters)

IN THE PRESENCE OF
WITNESS:

1.
(Name in Capital with
Address)

2.

(Name in capital to be super-scribed with
Designation office address or residential
address)

ANNEXURE- I V

Guidelines for releasing GST portion to suppliers / Contractors:

As per GST guidelines TNPGL / TANTRANSCO has to ensure the remittance of GST to Govt. made without omissions by the supplier / contractors, since GSTR 2A is getting updated regularly.

Hence the following guidelines were issued to the Supplier / Contractor:

1. The Tax invoices shall have the details of rates, quantity and admissible rate of GST.
2. The suppliers/Contractors shall pay the GST and file the returns under GST promptly to avoid delay in processing / payment of invoices could be avoided/ minimized. If the supplier/Contractor paid the GST, their invoices would be exhibited in the GSTR-2A and the same will be taken as GST compliance of Supplier/contractor.
3. The running bills will be passed after verification of the GST paid in the previous month. In case of high value bills (say 10 lakh or above) the GSTR-2A will be verified before passing the bills.
4. In case of one and only bill against the PO/W.C, the bill will be passed after verification of GSTR-2A only.
5. The updated GSTR-2A available in the portal will be utilized in lieu of documentary proof for any GST claim.
6. Instead of insisting for the hard copy of any document proof such as returns filed, Challans remitted, CA certificate, GSTR-3B the GSTR-2A will be verified for admitting invoices.
7. The Tax supplier who has availed the scheme of quarterly filing of returns (i.e when turnover is upto 150 Lakhs) the following mechanism will be adopted for passing the bills.
 - i. If it is only one bill, the GST payment of the supplier's bill will be verified during PO/ W.C closure.
 - ii. If there are multiple bills, then
 - (a) Bills related to first 3 months i.e Initial quarter will be admitted inclusive of GST without verifying with GSTR-2A reports.
 - (b) Bills for the subsequent quarter will be passed if GST payment of bills raised on TNPGL in the earlier processed quarter has been updated and exhibited in GSTR-2A.
 - (c) If any discrepancies arises between the value shown in the GSTR-2A and the invoices available, the liability towards GST may be restricted to the lower of the above two

ANNEXURE- V

Declaration towards EPF & ESI remittances

Name of the contractor :
EPF Main code number :
ESI Main code number :
Nature of the work :
Contract /K2 agreement No:
Bill /Invoice No :

1. I/We hereby state that (Name of the Contractor) has been duly registered under EPF Act vide main code number_____ and _____ respectively.
2. I/We hereby declare that the EPF & ESI employee and employer contribution has been remitted for all the workers engaged for execution of the subject contract entered with TNPGL.
3. I/WE hereby certify that there are no EPF & ESI dues to be remitted in respect of the period of execution of the subject contract and in case, any shortfall of discharging the EPF & ESI obligations is found on our part (contractor) at later date, TNPGL shall not be responsible for the consequent legal/financial obligations.
4. In the event of EPF & ESI obligations are found on our part (contractor) in respect of subject contract, the same will be duly discharged by me/us to the respective authorities.

Authorized signatory of Contractor
(with name, designation, seal and company seal)

Date:
Place: