

TAMILNADU POWER GENERATION CORPORATION LTD.
KUTTALAM GAS TURBINE POWER STATION

SPECIFICATION FOR

Upgradation of existing aged rotating type multiple cam timers – 3 Nos. available in Air Drier Unit I, Air Drier Unit II and Nitrogen plant with main and redundant Programmable Logic Controllers (PLC) at IA/PA.at KuttalamGTPS / Maruthur.

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(Open Tender Two Part)

(E-TENDER)

SPECIFICATION: SE/KGTPS/WC.OT.No.33/2025-26

OFFICE OF THE SUPERINTENDING ENGINEER

KUTTALAM GAS TURBINE POWER STATION

MARUTHUR

Service Provider: The Tamil Nadu Government e-Procurement System

Website for online bid submission: <https://tntenders.gov.in>

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

1.0 GENERAL:

e-Tender system in "Two Part" under Open Tender system is invited by the SUPERINTENDING ENGINEER/KGTPS, for and on behalf of Tamil Nadu Power Generation Corporation Limited for the work of Upgradation of existing aged rotating type multiple cam timers – 3 Nos. available in Air Drier Unit I, Air Drier Unit II and Nitrogen plant with main and redundant Programmable Logic Controllers (PLC) at IA/PA.at Kuttalam GTPS / Maruthur.

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 TamilNadu 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

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- 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 documents 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 TamilNadu 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 TANGEDCO 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/Udyam(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 128bit 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 (Erstwhile TANGEDCO), 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.
- b) 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.

- c) 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.
- d) In all cases, bidder should use their ID and password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pro-announced date & time and for as much duration as mentioned above.
- g) 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.
- h) It is mandatory that all bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- i) TANGEDCO 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.
- j) 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.
- k) 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.
- l) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the Notice Inviting Tender (NIT).
- m) No deviation to the technical and commercial terms & conditions are allowed.
- n) 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 TANGEDCO and the successful bidder subsequent to the bidding process.

12.0 ASSISTANCE TO BIDDERS:

- 12.2.1 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 TamilNadu Government e-Procurement Portal in general may be directed to the 24x7 TamilNadu 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@tnebnet.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.

**::TNPGL LTD::
Foreword**

1)	Tender Specification No.	SE/KGTPS/WC.OT.No.33/2025-26
2)	Name of the work	E-tender for the Upgradation of existing aged rotating type multiple cam timers – 3 Nos. available in Air Drier Unit I, Air Drier Unit II and Nitrogen plant with main and redundant Programmable Logic Controllers (PLC) at IA/PA.at Kuttalam GTPS / Maruthur under Open Tender Two Part System.
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)	EMD Amount:Rs.3,720/- (Rupees Three Thousand Seven Hundred and Twenty Only) to be remitted in to the account displayed in the e-portal. (i) All the payments for EMD will be carried out 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.
	(b) Micro and Small Units	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. 2. The SSI units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD in TANGEDCO tenders against Udyam Registration Certificate even though registered in Udyam portal for <u>tendered items/services</u> .
	(c) Permanent EMD Holders with TANGEDCO	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	20.01.2026 @ 12.00Hrs (The EMD amount has to be received in the account displayed in the e-portal through e-payment, by 2 hours before closing time of tender) Or In case of exemption either as PEMD holder or Micro and Small Units, <u>necessary undertaking</u> in lieu of EMD along with proof of exemption as specified in 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.	20.01.2026 @ 14.00 Hrs
8)	Due Date & time of opening of tender electronically	21.01.2026 @ 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.

		Part-II: "PRICE BID" Price Schedule as per specification.
11)	Clarification to be sought for from	The Superintending Engineer/KGTPS/Maruthur. Any clarification in the tender shall be sought through email before 48 Hrs. of closing date and time of submission of tender. Email id : sekgtp@tnebnet.org .
12)	Place at which tenders will be opened	Office of the Superintending Engineer/KGTPS/MARUTHUR
13)	Tender Inviting Authority	THE SUPERINTENDING ENGINEER/KGTPS/MARUTHUR

Remarks: If the due date for opening the tenders happens to be declared holiday, then TheTenderwillbeopenedonthenextworkingday,forwhichnoprior intimation will be given.

SPECIFICATION NO. SE/KGTPS/WC.OT.No.33/2025-26**CONTENTS**

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SECTION –A

EARNEST MONEY DEPOSIT

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

1.1 Earnest Money Deposit: EMD Amount: Rs.3,720/- (Rupees Three thousand Seven Hundred and Twenty Only)

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 TANGEDCO 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/Udyam (SSI) (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 TANGEDCO to the successful bidder only after the satisfactory completion of the contract in all respects.
- d) If TNPGL (Erstwhile TANGEDCO) 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 TANGEDCO, then TANGEDCO 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 (Erstwhile TANGEDCO) on the above EMD.
- f) EMD shall be made payable without any pre-condition to (Erstwhile TANGEDCO).

3.0 PERMANENT EMD HOLDERS:

- 3.1 The tenderers who are having **valid Permanent Earnest Money Deposit (PEMD)** at TANGEDCO Headquarters or at respective 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 TANGEDCO 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 TANGEDCO 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 TANGEDCO 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 NICcode)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 (Erstwhile TANGEDCO), tenders against Udyam Registration Certificate even though registered in udyam portal for tendered items/services.

- (ii) Departments of the Government of TamilNadu.
 - (iii) Undertakings and Corporations owned by the Government of TamilNadu.
 - (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 tenderers having valid permanent EMD with TANGEDCO 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)The Original Undertaking in lieu of EMD should be submitted on or before the due date and time of opening of tender in addition to uploading the same during submission of Techno-Commercial 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 withoutany demur in the event of thefollowing.
- 1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the SecurityDeposit.
 - 2. If he revises any of the terms quoted during the validityperiod.

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

4.5 Conditions for Liable for rejection of bids:

- 1) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking
- 2) Signature of witnesses should be affixed at the end of undertaking along with details of Name and address

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 **with Unique Document Identification Number (UDIN)** along with the bid to ascertain the turnover achieved on export of goods or services or both and included in the total turnover.

Note:

i. UDIN is being made mandatory for all Audit and Assurance functions, GST and Income tax audit and all certificates like documents and reports certified/issued by full time practicing Chartered Accountant from 1ST JULY 2019

ii. UDIN is to be mentioned for the audited annual accounts, Annual turnover certificate issued by Chartered Accountant to evidence annual turnover and in any report of Chartered Accountant insisted for other requirement so as to ensure the genuineness of the certificate/report

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 Manager/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 TANGEDCO 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 TANGEDCO 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/KGTPS 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 (Erstwhile TANGEDCO).
 - 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 (Erstwhile TANGEDCO)/ TANTRANSCO tenders.

SECTION-B

BID QUALIFICATION REQUIREMENTS

SPECIFICATION.NO:SE/KGTPS/WC.OT.NO.33/25-26

1.The bidder should have previously carried out similar type of Programmable Logic Controller based installation and commissioning works or The bidder should have previously supplied the similar type of Programmable Logic Controller to any Central/ State/ Private Sector (or) TNEB/ TANGEDCO/ TNPGL/ TNGECL/ TNPDL/ PSU/ OSEB's Government organization (or) Government undertakings in India during the preceding ten years on the date of tender opening. The bidder shall upload scanned original /Attested order copy of the works contract/purchase order copy for the above. The date of works contract will be reckoned for ascertaining the eligibility of the tenderer.

2.The bidder shall upload the Scanned original /Attested copy of the End User's Certificate for the satisfactory performance of the above. In case the above work was carried out/ supply of materials purchase order copy to TNEB / TANGEDCO/ TNPGL/ TNPDL/ TNGECL / Joint Venture of TANGEDCO/TNPDL the End User's Performance certificate will be obtained by the Tender Inviting Authority. However in case of other organizations End User's certificate should be obtained and uploaded by the bidder during E-Tendering.

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Note:

- **Bidders should enclose documentary evidence in support of all the Bid Qualification Requirements along with their bid. The bids without required documentary evidence will be summarily rejected.**
- **The bid of the bidders not satisfying any of the above "Bid Qualification Requirements will be summarily rejected.**

SECTION – C

REJECTION OF TENDER

1.0 REJECTION OF TENDERS

I. Tenders will be **SUMMARILY** rejected if

- a) The EMD requirements are not complied with.
- b) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected. Tenders received from Agents/Dealers will not be considered.
- c) Not satisfying any one of the Bid Qualification Requirement as stipulated in Section B.
- d) The tenderers should quote **minimum quantity of 10%** of tendered quantity. The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall be summarily rejected.

II. Tender is **LIABLE** to be rejected, if it is:

- a) not covering the entire scope of works.
- b) If the declaration as specified in Schedule VI is not signed and enclosed.**
- c) With validity period less than that stipulated in this specification.
- d) Not in conformity with TNPGL's (Erstwhile TANGEDCO) Commercial terms and Technical Specifications (Section - E).
- 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 E-Mail/ Fax.
- h) From a tenderer whose past performance / Vendor rating is not satisfactory
- i) Not containing all required particulars as per Schedule.
- j) Questionnaire as per schedule-VIII 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) Received after tender opening.
- m) The offer of bidders who have not furnished the GST, EPF and ESI main code Number in the offers.

SECTION-D
INSTRUCTIONS TO THE BIDDERS

SCOPE OF WORK: Upgradation of existing aged rotating type multiple cam timers – 3 Nos. available in Air Drier Unit I, Air Drier Unit II and Nitrogen plant with main and redundant Programmable Logic Controllers (PLC) at IA/PA.at Kuttalam GTPS / Maruthur.

1.0 .

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

2.0. SUBMISSION OF TENDER OFFER:

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.

3.0. QUESTIONNAIRE FILLING:

A Questionnaire is appended as Schedule-F 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 for rejection.

4.0 SUBMISSION OF TENDERS:

- 4.1. The Tender Offer consisting of Schedules-A to F should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
- 4.2. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be enclosed.
- 4.3. 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.

5.0 BIDDING PROCESS:

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

6.0 PROCESS OF E-TENDER:

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

7.0 OPENING OF PRICE BIDS OF E-TENDER:

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

During the bid submission in e-tender, bidders are advised to use **AttachDocuments** link to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 8 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach** Document link by selecting the particular tender from the dropdown list.

The bidder should note that only a file which is "attached" with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made Final Submission. Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final Submission will be treated as non-submission of bid in e-tender.

Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only). **One hard copy of the electronically submitted bid documents excepting the price schedule shall have to be submitted upon intimation by TANGEDCO after opening of the e-tender.**

Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered email id.

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

- 7.1 In case the due date for receipt and opening of tender happens to be declared holiday, tenders will be opened on the immediate succeeding working day without any change in the timings indicated.

8.0 Modifications/Clarifications to Tender Documents:

- 8.1. At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
- 8.2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the SE/Kuttalam Gas Turbine Power Station/TNPGCL (Erstwhile TANGEDCO) will clarify the same.

- 8.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the SE/Kuttalam Gas Turbine Power Station/TNPGCL (Erstwhile TANGEDCO), on the clarifications will be final and binding on the Tender.
- 8.4 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 8.5 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwritings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

9.0 QUOTATION OF RATES:

- 9.1. Rates should be quoted figures i.e., integers only.
- 9.2. Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.

10.0. 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.

11.0. INCOMPLETE TENDERS:

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

12.0 AMBIGUITIES IN CONDITIONS OF TENDERS:

- 12.1 In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 12.2 The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 12.3 Tenderers shall bear all costs associated with the participation in the e-Tender and the purchaser will in no case be responsible or liable for these costs.
- 12.4 No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
- 12.5 The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, telephone and Fax Nos. etc in their tenders so as to arrange inspection by the TNPGCL (Erstwhile TANGEDCO), if considered necessary.

13.0 TENDER OPENING:

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

The Tender offers except price Bid will be opened electronically at 14.30Hrs. on the date notified at the Office of the SE/Kuttalam Gas Turbine Power Station/ TNPGCL (Erstwhile TANGEDCO),/ MARUTHUR through [https:// tntenders.gov.in](https://tntenders.gov.in) in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

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

The date and time of opening of Price Bids which are found to be commercially and technically acceptable shall be on the same day of tender opening.

14.0 INFORMATION REQUIRED AND CLARIFICATIONS:

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

- 14.2 The TANGEDCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 14.3 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.

- 14.4 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.
- 14.5 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 (Erstwhile TANGEDCO), for rejection of his offer, except as mentioned in Clause-4.19 of Section-IV. The TNPGL (Erstwhile TANGEDCO), shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGL (Erstwhile TANGEDCO).

15.0 VALIDITY:

- 15.1 The tender offer shall be kept valid for acceptance for period of 180 days from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 15.2 Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TNPGL (Erstwhile TANGEDCO).

16.0 RIGHTS OF THE TNPGL (Erstwhile TANGEDCO):

- 16.1 Notwithstanding anything contained in this Specification, the TNPGL (Erstwhile TANGEDCO), reserves the rights:
- a) To vary the quantity finally ordered to the extent of 25% indicated in the Tender document.
 - b) To split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the public interest.
 - c) To recover losses, if any, sustained by 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.
 - d) To cancel the orders for not keeping up the delivery schedule.
 - e) To vary the delivery period based on the requirement and contingencies at the time of placing the Rate contract.
 - f) To accept the lowest eligible tender.
 - g) To reject any or all the tenders or cancel without assigning any reasons therefor.
 - h) To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TNPGL (Erstwhile TANGEDCO),
- 16.2 TNPGL (Erstwhile TANGEDCO), 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 TANGEDCO, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

17.0 DEVIATIONS:

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

17.2 No alternate offer will be accepted.

18.0 BAR OF JURISDICTION:

As per existing specifications of TNPGL's (Erstwhile TANGEDCO) Standard terms and conditions.

19.0 TENDER AND AGREEMENT:

19.1 The fact of submission to the Board of tender shall be deemed to constitute and agreement between the tenderer and the Board whereby such tender shall remain open for acceptance by the TNPGL (Erstwhile TANGEDCO). If the tenderer is notified that his tender is accepted by the tender and such acceptance there of by the TNPGL (Erstwhile TANGEDCO). Until a formal contract of the same tender has been executed between him and the TANGEDCO in replacement of such agreement. The stamp duty payable to this agreement shall be borne by the successful tenderer.

19.2 The written agreement to be entered into between the contractor and the TNPGL (Erstwhile TANGEDCO) on non-judicial stamp paper of **Rs.200/-** 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 (Erstwhile TANGEDCO). Failure to enter into the required agreement within 30 days shall be entitled forfeiture of the EMD paid by him.

SECTION-E
GENERAL AND COMMERCIAL CONDITIONS

1.0. SCOPE:

Upgradation of existing aged rotating type multiple cam timers – 3 Nos. available in Air Drier Unit I, Air Drier Unit II and Nitrogen plant with main and redundant Programmable Logic Controllers (PLC) at IA/PA.at Kuttalam GTPS / Maruthur.

a) PERIOD OF CONTRACT:

60 Days from the date of handing over of the site .(The works are to be carried out during shutdown only).

b) PRICE:

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

2.0. Goods and Service Tax:

- 1) The GST (SGST+CGST) will be paid extra as applicable. The amount of GST and percentage payable shall be indicated separately in the tender offer. GST are not applicable to Freight and Insurance charges.
- 2) The Tamil Nadu Power Generation Corporation Ltd., (Erstwhile TANGEDCO) has been registered as a dealer under GST and Registration No.**33AAKCT7598K1ZI**
- 3) In case of delayed work, GST(SGST+CGST) prevailing on the date of dispatch or on the last date of the contractual delivery period whichever is LESS will be admitted. For both the cases the supplier shall furnish documentary evidence while submitting the bills for the payment.
- 4) Provided always it is hereby agreed and declared that in case, where the board has doubt and belief that the GST is not at all payable for the transaction in question, the Board reserves the right to withhold the amount of Tax until the party produces an order of court of competent jurisdiction, declaring the liability of the transaction to the GST. Concessional rate GST if any, shall be taken into account and included in the price quoted giving proof thereof.
- 5) The following certificates have to be furnished for admittance of claim of GST
 - (i) Certified that the transaction in which the GST has been claimed and has been/will be included in the return to be submitted to the GST(SGST or CGST) authorities for assessment of the GST and the amount GST claimed from the purchaser has been/ will be paid to GST(SGST or CGST)authorities.
 - (ii) Certified that the goods on which the GST has been charged have not been exempted under GST and the Rules made there under and the charges on account of GST on these goods are correct, under provision of relevant Act or Rules made there under.
 - (iii) Certified that we shall indemnify the TNPGL (Erstwhile TANGEDCO),in case if it is found at a later date that wrong/incorrect or excess payment has been recouped on account of GST paid by us.
 - (iv) Certified that we are registered as dealer under the GST and our Registration No and under GST act.
 - (v) Certified that GST credit availed by me has been taken into account in the rates quoted.
- (vi) The bidder should be uploaded GST registration details and material HSN Code & SAC Code for work portion along with the offer.**

3.0 TDS under GST:

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

4.0 INSURANCE:

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

5.0 SECURITY DEPOSIT:

- i. The successful bidder will have to furnish a security deposit of 5% (Five percent) for the total value of the contract which includes EMD already remitted and should be paid in the form of Electronic mode of payment (NEFT/RTGS). SD will not carry any interest and the same will be returned on satisfactory completion of guarantee period. The bill will not be passed without SD.
- ii. The contract will become effective only if the Security Deposit is paid. The Security Deposit shall be paid **within 15 days** from the date of receipt of the P.O.
- iii. The Board reserves the right to cancel the P.O. on failure to furnish the Security Deposit within the prescribed time limit with a levy of 1% of P.O. value.
- iv. The TNPGL also reserve the rights to accept the belated payment of Security Deposit with levy of penal interest @12% per annum for the delayed period
- v. The Security Deposit against this contract will be repaid to the contractor only on the satisfactory completion of guarantee period. If the TNPGL (Erstwhile TANGEDCO), incurs any loss or damage on account of the breach of any of the clauses mentioned or any other amount arising out of the contract becomes payable by the contractor to the TNPGL (Erstwhile TANGEDCO), then TNPGL (Erstwhile TANGEDCO) will in addition to such other rights that the TNPGL (Erstwhile TANGEDCO) may have under the law appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the Contractor.

6.0 PAYMENT:

***Vendor Registration:**

The vendor should register with TNEB Vendor portal (<http://tinyurl.com/ERPVEEDOR>) themselves before bill claiming. Bill claim should be made only through online portal by the contractor.

Any change in bill claiming process due to implementation of the Vendor portal in ERP system is applicable in future.

a) Within the schedule period:-

95% of the value of work so certified by the Engineer will be paid to the contractor within 90 Days after satisfactory completion of work. The 5% retention amount will be refunded within a reasonable time after satisfactory completion of Contract and Closure of work contract.

b) Beyond the schedule period:-

95% of the value of work so certified by the Engineer will be paid to the contractor within 90 Days on satisfactory completion of work after deducting the appropriate amount of LD recovery. The 5% retention amount will be refunded within a reasonable time after satisfactory completion of Contract and Closure of work contract.

- c) No advance payment will be considered.**
- d) 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.
- When there are complaints from the labour department about nonpayment of wages to the labourers employed by the contractor for the execution of work under agreement, the engineer shall have full power to withhold the bills claimed by the contractor.

7.0 LIQUIDATED DAMAGES:

If the contractor fails to perform the works as specified in the contract or any extension thereof, the TNPGL (Erstwhile TANGEDCO) LTD shall recover from the contractor as liquidated damages a sum of half a percent (0.5%) of the contract, price of the in completed works for each completed week of delay the total liquidated damages shall not exceed 10% of the contract prices. In case of delay in execution of work, 100% payment will be released after deducting LD.

In respect of contracts where works executed in part could not be beneficially used by the TNPGL (Erstwhile TANGEDCO) due to such incomplete works, Liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion.

The defaulted contractor is liable to pay to the TNPGL (Erstwhile TANGEDCO) LTD in addition to liquidated damages for delay, the actual difference in price, wherever TNPGL (Erstwhile TANGEDCO) LTD orders the delayed quantity to be executed by other agencies at a higher rate. The date of actual handing over to TNPGL (Erstwhile TANGEDCO) LTD after satisfactory execution shall be reckoned as date of completion.

Note:

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

8.0 WORKING HOURS:

The timings for work is as per the Power Station working hours & 24 hrs in case of emergency situation considering as over time beyond 8 hrs. No work of any description shall be carried out on Sundays and other important National Holidays without the Knowledge and formal sanction in writing of the Engineer/TNPGCL (Erstwhile TANGEDCO).

9.0 GUARANTEE: YES Required

14.1 The entire work should be guaranteed for the period of **24 months** for the normal running from the date of commissioning.

14.2 Any defects noticed during this period shall be rectified free of cost to TANGEDCO within 2 (Two) months from the intimation of defect/failure. Irrespective of number of failures and repairs, the successful bidder shall be responsible for free replacement of the defective materials. If they are not rectified or replaced within this period the contractor shall pay Liquidated Damages as per Liquidated Damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures.

14.3 The incidental expenses, insurance and freight charges for the replacement of defective materials within the guarantee period and till such time it serves a continuous period of 12 (Twelve) months as said above after last repairs shall also be borne by the successful bidder.

10.0 TEST Certificate: Not Required.

11.0 SUSPENSION OF WORK:

The Engineer/TNPGCL (Erstwhile TANGEDCO) may from time to time by direction in writing for any valid reasons without in any way violating this contract direct the contractor to suspend so long as the Engineer in-charge may deem desirable and the contractor shall not after receiving such written notice proceed with the works therein ordered to be suspended until he shall have received written notice or authority to the effect from the Engineer/TNPGCL (Erstwhile TANGEDCO).

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

12.0 FAILURE TO EXECUTE THE CONTRACT:

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

13.0 LIABILITY FOR ACCIDENTS:

Prior to the taking over of works of Plant, the contractor shall indemnify and save harm to the TNPGCL (Erstwhile TANGEDCO) against all actions, suits, claims, demands, cost or expenses arising in connection with injuries suffered by the persons employed by the contractor or his sub-contractor on the works whether under the general law or under the workmen's compensation Act, 1928, 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 prospectively to insure against and claims there under.

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

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

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

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

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

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

14.0 LIABILITY FOR DAMAGE TO WORKS OR PLANT:

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

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

15.0 FORCE MAJEURE:

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

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

16.0 ARBITRATION:

Arbitration clause is not applicable to this contract.

17.0 CLEARING UP THE SITE:

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

18.0 RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:

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

19.0 NEGLIGENCE:

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

If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things which are the properties of the contractor may be seized and sold by the TNPGL (Erstwhile TANGEDCO) and proceeds applied towards the payment of such

differences and the cost of an incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale, shall be paid by the contractor on the certificate of the Engineer, but when all expenses, costs and charges incurred in the completion of the work are paid by the contractor all such materials, tools, tackle, construction plant or other things remaining unsold removed by the Contractor.

20.0 INCOME TAX CLEARANCE:

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

21.0 JURISDICTION FOR LEGAL PROCEEDINGS AFTER AWARD OF CONTRACT:

No suit or any proceedings in regard to any matter arising in any respect, under this contract shall be instituted in any court save in the city civil court of Chennai or the court of small causes at Chennai. It is agreed that of no other court shall have jurisdiction to entertain any suit or proceeding even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises outside the jurisdiction of any of the courts in Tamil Nadu, then it is agreed to between parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other courts outside Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful bidder shall furnish an undertaking in a non/Judicial stamp paper of **Rs.500/-** (Format as per schedule-E) agreeing to the above condition.

22.0 DUES TO TNPGL (Erstwhile TANGEDCO):

The TNPGL (Erstwhile TANGEDCO) is empowered:

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

b) To recover any dues against any other contract of the suppliers with TNPGL (Erstwhile TANGEDCO)withtheavailableamountduetothesuppliersagainstthiscontract.

23.0 SAFETY OF PERSONNEL:

1. All the relevant personnel protective equipment's like safety helmets, safety belts, safety shoes etc. should be worn by the contractor and his workmen while at work.
2. All the appropriate and relevant safety measures stipulated under the Factories Act
3. 1948 and the TNF Rules 1950 made there under should be scrupulously complied with by the contractor and his workmen.
4. The Contractor should not allow his workmen to wear loose garments like lungies, dhotis etc. and smoke cigarette, beedis etc. while at work inside the plant premises.
5. No workmen below the completed age of 18 years should be engaged by the Contractor for any works inside KGTPS.
6. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under the "Factory Act 1948" and TNF Rules 1950 made these under the contractor is liable for the imposition of penalty up to Rs.5,000/- (Rupees Five Thousand only) per spell as decided by the TNPGL (Erstwhile TANGEDCO)depending upon the severity and gravity of the violation.

24.0 GENERAL CONDITIONS (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.

1.0 CONTRACT LABOUR REGULATIONS:

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

(a) Name and situation of the work.

(b) Contractor's name and address
(c) Particulars of the Department for which the work is undertaken,
(d) Name and address of sub-contractors as and when they are appointed.
(e) Commencement and probable duration of the work.
(f) Number of workers employed and likely to be employed.
(g) 'fair wages' for different categories of workers
(h) Number of hours of work which shall constitute a normal working day:
(ii) 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
(iii) 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.
(i) 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.
(ii) 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.
(iii) 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.

(iv) 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
(v) 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]
(vi) 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
(vii) 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
(viii) 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
(ix) 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
(x) Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen
(xi) Inspection of Books and other Documents: The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer in-Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time
(xii) Interpretation, etc.,: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding
(xiii) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof
2.0 Compliance of EPF& MP Act, 1952:
(a) The Contractor who take up works contract for TANGEDCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act.
(b) The Contractor should have a separate EPF main code number
(c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
(d) The contractor should submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act.
e) The bidder should absorb the employer contribution towards EPF&ESI in the rates offered by them and TNPGL (Erstwhile TANGEDCO) will not reimburse it over and above the accepted rates.
(f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work
(g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act

and consequently it happens that TNPGL (Erstwhile TANGEDCO) has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL (Erstwhile TANGEDCO) shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL (Erstwhile TANGEDCO).
(h) The workers engaged by the contractors should have EPF-UAN Number (Universal Account Number)
(i) The Employer's contribution made to the EPF may be claimed under "PMRPY Scheme."
1.1 In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above. The EPF employer contribution will be restricted upto Rs.15,000/- only.
<u>3.0 Compliance of ESI Act 1948:</u>
(a) The contractor who take up the works contract for TNPGL (Erstwhile TANGEDCO) is required to comply with all the provisions stipulated to ESI Act 1948
contractor should have a separate ESI main code number
(c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works
(d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act
(e) The bidder should absorb the employer contribution towards EPF&ESI in the rates offered by them and TNPGL (Erstwhile TANGEDCO) will not reimburse it over and above the accepted rates.
(f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work
(g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TNPGL (Erstwhile TANGEDCO) has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL (Erstwhile TANGEDCO) shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL (Erstwhile TANGEDCO).
(h) (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
(ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI
iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs.700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.
<u>4.0 Statutory Compliance Clearance Certificate:</u>

(a) The Contractor executing the works contract in TNPGL (Erstwhile TANGEDCO) should obtain the Statutory Compliance Clearance Certification from the Online Compliance Service Providers engaged by TNPGL (Erstwhile TANGEDCO) the required documents should be submitted by the contractors to the respective Online Compliance Service Providers
(b) The charges for Statutory Compliance Clearance Certification will be at the rate of Rs.2.00/- per man day per month with minimum charges of Rs.400/- and maximum charges of Rs.3200/- and Rs.300/- for re-audit due to reasons attributable to the contractor. The charges should be paid by the respective contractors to the service provider through online
5.0 The Building and Other construction Workers Act: (other than the circle/station registered under the Factories Act)
(a) The contractor should obtain the Registration certificate under the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the Competent Authority (the Joint Director/Industrial Safety and Health (BOCW))
(b) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996
6.0 The Contract Labour (Regulation & Abolition) Act 1970 & Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983
(a) The Contractor who take up works contract for TNPGL (Erstwhile TANGEDCO) 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 (Erstwhile TANGEDCO) from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour license before executing the works.
(b) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPGL (Erstwhile TANGEDCO) is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the migrant labour license before executing the works
(d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971
(i) Muster Roll in Form – XVI.
(ii) Register of Wages in Form – XVII
(iii) Register of overtime in Form – XVIII.
(iv) The contractor shall issue an photo identity card to his employees
7.0 Wages:
(a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act, 1948 or

the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
(b) The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form-XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.
8.0 EPF Documents to be Produced for Claiming Bills:
(a) The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted
(b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)
(c) The combined Challan of Account No. 1,2,10,21 & 22 should be submitted
(d) All the documents should duly signed with seal by the contractor`
9.0 ESI Documents for While Claiming Bills:
(a) The Monthly Contribution Challan Form should be submitted (Transaction status field - completed successfully is mandatory)
(b) The contribution history of the respective months should be submitted
(c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format
Sl.No. IP No IP name No of days wages IP contributions
(d) All the documents should duly signed with seal by the contractor
10.0 Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020:
The contractor should comply/maintain the applicable new combined forms introduced vide the following Acts/Rules
(a) The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975
(b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983
(c) The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006
New Forms:
FORM I Certificate of Registration of Principal Employer/Employer (under 3 Rules)
FORM II Application for License/ Renewal of License (under CLRA and ISMW Rules)
FORM III Form of Certificate by Principal Employer (under CLRA and ISMW Rules)
FORM IV Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)
FORM V Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)

FORM VI	License and Renewal (under CLRA and ISMW Rules)
FORM VII	Notice of commencement/ completion of work (under CLRA and BOCW Rules)
FORM VIII	Service Certificate (under 3 Rules)
FORM IX	Certificate of Medical Examination (under BOCW Rules)
FORM X	Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)
FORM XI	Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)
FORM XII	Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)
11.0 <u>Agreement and Undertaking to be furnished by the contractors in respect of the Statutory Provisions:</u>	
(a)	An undertaking as specified in Annexure-A should also be obtained from the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills
(b)	The TNEB (TNPGL (Erstwhile TANGEDCO)/TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [Annexure-I] with respective Superintending Engineer's of the circle

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

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

25.0 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.

26.0 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.

27.0 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. TANGEDCO can decide a fixed rate and lock the required cells so that the bidder can fill only the quantity to be offered.

SECTION -F
SPECIFICATION NO.SE/KGTPS/MTR/WC.OT.No.33/2025-26.

Name of the work: Up gradation of existing aged rotating type multiple cam timers – 3 Nos. available in Air Drier Unit I, Air Drier Unit II and Nitrogen plant with main and redundant Programmable Logic Controllers (PLC) at IA/PA. at KGTPS / Maruthur.

Period of works: Work shall be completed within 60 days from the date of handing over of the site. (The work should be carried out during shutdown only)

Sl. No.	Description	Qty. in Nos. / Mtrs.
	(A) Material Portion	
1.	Make : Fuji or its equivalent CPU Model: SPF – 60T SPF PLC CPU 24V DC power supply, 24V DC digital input 36 points (High – speed : 200kHz, 8 points; Medium-speed: 20 kHz, 8 points;), Tr.sink output 24 points (High-speed: 200kHz, 8 points), Detachable terminal block	2 Nos.
2.	Cable [2 Core Armoured Cable]	800 Mtrs.
3.	Panel with Accessories	1 No.
4.	HMI Programmable Display – 7"	1 No.
	(B) Labour Portion	
5.	Commissioning Charges	1 No.

SECTION -G
SCHEDULE – I

DEVIATIONS FROM TECHNICAL TERMS AND CONDITIONS

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

COMPANYSEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE - II

DEVIATIONS FROM COMMERCIAL TERMS AND CONDITIONS

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

COMPANYSEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE – III

DEVIATIONS FROM GENERAL TERMS AND CONDITIONS

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

COMPANYSEAL

AUTHORISED SIGNATORY
(with Name and designation)

SCHEDULE – IV

**STATEMENT OF WORK ORDERS EXECUTED /
UNDEREXECUTION IN THE PAST Three 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 comp letion of work	Actual date of completion 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
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

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 TANGEDCO by me/us.

Yours Faithfully,

(Signature of the bidder, with official Seal)

SCHEDULE – VI

DECLARATION FORM

To
The Superintending Engineer,
Kuttalam Gas Turbine Power station,
Maruthur

Dear Sir,

Having examined the tender Specification No. together with the accompanying schedules etc., we hereby offer to execute the "i) 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)

ANNEXURE -VI

Declaration pursuant to Section 206AB

(To be submitted by applicable Suppliers)

This is to declare that (Name of the supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2023-24 and 2024-25 (FY 2022-23 and FY 2023-24) and we shall file the ROI for Assessment Year 2022-23(Financial Year 2021-22) 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:

S. No	Assessment Year	Acknowledgement No	Date of Filing
1	2022-23		
2	2023-24		
3	2024-25		

Place :

Date :

SCHEDULE –VIII**QUESTIONNAIRE – A****BID QUALIFICATION REQUIREMENT & COMMERCIAL CONDITIONSINSTRUCTIONS:**

- (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	Is the tenderer having a Permanent EMD (PEMD) with TANGEDCO. If so, specify the details of PEMD	
4.1.	The bidder should have previously carried out similar type of Programmable Logic Controller based installation and commissioning works or The bidder should have previously supplied the similar type of Programmable Logic Controller to any Central/ State/Private Sector (or) TNEB/ TANGEDCO/ TNPGL/ TNGECL/ TNPDL/PSU/OSEB's Government organization (or) Government undertakings in India during the preceding ten years on the date of tender opening. The bidder shall upload scanned original /Attested order copy of the works contract/purchase order copy for the above. The date of works contract will be reckoned for ascertaining the eligibility of the tenderer	YES / NO
4.2	The bidder shall upload the Scanned original /Attested copy of the End User's Certificate for the satisfactory performance of the above. In case the above work was carried out/ supply of materials purchase order copy to TNEB / TANGEDCO/ TNPGL/ TNPDL/ TNGECL / Joint Venture of TANGEDCO/TNPDL the End User's Performance certificate will be obtained by the Tender Inviting Authority. However in case of other organizations End User's certificate should be obtained and	YES / NO

	uploaded by the bidder during E-Tendering.	
5.0	EARNEST MONEY DEPOSIT :	
5.1	Amount : Rs.3,720/-(Rupees Three thousand Seven Hundred and Twenty Only)	
5.2	Mode of Payment :On line	YES / NO.
5.3	i.IfexemptedfrompayingEMD,statewhetherthebidder 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. ii) If the bidder is exempted from paying EMD, Scanned copy of the undertaking in lieu of EMD uploaded.	Mention the category of Registration/ PEMD certificate. ----- YES/NO
	NOTE: If item (7.2) or (7.3)) is not up loaded for payment of EMD/ exemption during submission of the Techno commercial bid, the Commercial & Technical Bids will not be opened .	
6.	VALIDITY:	
	Whetheryourofferisvalidforaperiodof180daysfromthe dateofopeningofCommercial/TechnicalBids.[Offerswith validity period of less than 180 daysare liable toberejected].	YES / NO
7.	PRICE :	
A	Whether the price quoted is FIRM for the entire period of contract.	YES / NO
B	Whether GST Applicable (Percentage&Amount)hasbeenmentioned separately.	YES / NO
C	Confirm that any additional amount of GST due to upwardrevision on account of increase in Turnover during the contractual period shall be borne by you.	YES / NO
D	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
8.	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- 2022-23, 2021-22& 2020-21 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
9	Whether you are agreeable for the following clauses specified under Section – E of the Specification.	
A	Payment Terms	YES / NO
B	Security Deposit	YES / NO
C	Completion period	YES / NO
D	Liquidated Damages	YES / NO
E	Guarantee Clause	YES / NO
F	Test Certificate	YES / NO
G	Jurisdiction for Legal Proceedings	YES / NO

10	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
11.	Whether All Schedules I to X duly filled and signed are uploaded.	YES / NO

Place:

(Authorised Signatory)

Date : **Signature and Seal**

UNDERTAKING

I,....., sole proprietor /
Partner of M/s. herebyundertakethat
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**

SCHEDULE – IX
BOCW – LABOUR LICENSE

Nature of the work :Upgradation of existing aged rotating type multiple cam timers – 3 Nos. available in Air Drier Unit I, Air Drier Unit II and Nitrogen plant with main and redundant Programmable Logic Controllers (PLC) at IA/PA. atKuttalam GTPS / Maruthur.

SpecificationNo. : SE/KGTPS/WC.OT.No33 /25-26.

Registration Order No: (TNEB Reference Registration)

Period of Validation: From to

- (i) I/we have registered a Firm/Establishment/Company/Contractor in the name of

_____(with address).

Name of the Proprietor/ Partner/Director:

Father'sName :

Date of Birth/ Age :

Contact Number :

E-Mail ID :

PAN Number:

GST Number:

- (ii) I/we have obtained the EPF code number from the Employees Provident Fund Organization. The EPF number of our company is _____ .
- (iii) I/we have obtained the ESI code number from the Employees State Insurance Corporation. The ESI number of our company is _____ .
- (iv) As a contractor of TNPGL (Erstwhile TANGEDCO)/TANTRANSCO,
- (a) I/we would comply with all the relevant provisions stipulated in the EPF & MP Act and ESI Act.
- (b) I/we are responsible for the payment of necessary EPF & ESI contributions both Employers and Employees contribution as per the engaged for the specified works.

- (c) I/we shall submit the necessary returns to Employees Provident Fund Organization and Employees State Insurance Corporation within the stipulated time as prescribed under the said EPF Act and ESI Act.
- (d) I/we shall produce the proof of payment of contribution – both Employer's and Employee's contributions made to Employees Provident Fund Organization and Employees State Insurance Corporation in order to claim the bills for the respective works.
- (e) I/we shall be fully liable to meet and fulfill all the relevant provisions of the EPF Act and ESI Act in respect of the execution of the Tendered work.
- (v) In case as the contractor if I/we fail to fulfill any of the statutory provisions of the EPF Act and ESI Act and consequently it happens that TNPGL (Erstwhile TANGEDCO), /TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory Provisions in the capacity of Principal Employer, TNPGL (Erstwhile TANGEDCO), /TANTRANSCO shall make good such requirements out of the money due and payable to theme/us.
- (vi) As the contractor if I/we claims exemption under the ESI Act, I/we shall produce the exemption order obtained from the Government/ESI organization and for those are as that are not covered under the purview of the ESI Act, necessary evidences will be submitted by me/ us to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI Act.
- (vii) In such cases, where the revenue village in which work is being carried out has not been covered under the implemented area of ESI Act " I/we shall ensure that the medical benefits and the compensation for the Contract Workers engaged by me/ us for the works and to take relevant group insurance policies with the applicability for giving compensation to the workers".
- (viii) I/we agree to obtain the Labour License under the Contract Labour (Regulation & Abolition) Act 1970 and will intimate the TNPGL (Erstwhile TANGEDCO), /TANTRANSCO. If migrant workers are to be engaged to carry out the works in such cases necessary Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 will also be obtained and produced. I/we also agree to obtain the registration certificate under the Building and Other Construction Workers (Regulation & Condition of services) Act 1996.
- (ix) I/we hereby declare that, I/we are well aware of all the Statutory Provisions to be complied while engaging workers for the works. And I/we agree to follow all the Statutory Provisions and rules modified there under and maintain the register as per the provisions of the above Act and submit the returns to the authority concerned.

Authorised Signatory

(Contractor)

Note :The Agreement should be executed with the contractors in **500 rupees** stamp paper and additional Green sheets.

SCHEDULE – X

UNDERTAKING TOWARDS ESI & EPF

(The undertaking should be submitted by the contractors in **500** rupees stamp paper for the respective works while claiming the part/final bills).

Nature of the work :Upgradation of existing aged rotating type multiple cam timers – 3 Nos. available in Air Drier Unit I, Air Drier Unit II and Nitrogen plant with main and redundant Programmable Logic Controllers (PLC) at IA/PA. atKuttalam GTPS / Maruthur under specification of SE/KGTPS/ WC.OT.No.33/25-26.

Order No:

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

Authorised Signatory

Date :

Place :

ANNEXURE - I
UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS(To be furnished
in non –Judicial Stamp Paper of value Rs.500/-)

This Undertaking executed at on this (date(Month) two thousand and twenty two 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,havingitsregisteredOfficeatNo.144AnnaSalai,NPKRRMaaligai,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 "**Upgradation of existing aged rotating type multiple cam timers – 3 Nos. available in Air Drier Unit I, Air Drier Unit II and Nitrogen plant with main and redundant Programmable Logic Controllers (PLC) at IA/PA. at Kuttalam GTPS / Maruthur AND** WHEREAS in accordance with Clause.....of 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 maybe.

INCONSIDERATION 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 suit or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such 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:

(Authorised Signatory)

Date : **Signature and Seal**

Witness

- 1)
- 2)

ANNEXURE-II

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

THIS UNDERTAKING executed at _____ on this the _____ day of _____ Two thousand and twenty two 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 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 Superintending ENGINEER/KGTPS, (hereinafter called the `TNPGL (Erstwhile TANGEDCO).

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 (Erstwhile TANGEDCO), has accepted the request of the tenderer subject to his executing an undertaking to pay to the TNPGL (Erstwhile TANGEDCO), 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 (Erstwhile TANGEDCO), against the tenderer, without any demur in the event of the following:

- i) if he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
- ii) 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 (Erstwhile TANGEDCO) 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.