

::TNGECL::

TENDER SPECIFICATION NO.SE/EGC/GENERAL/15/2025-26/dt.20.01.2026

Name of work: Erection of new air vent pipe - 2 nos. (Near intake gate) in Unit 2 by replacing corroded Air vent pipe at Barrage Power House – IV / Uratchikottai

EARNEST MONEY DEPOSIT [EMD] : Rs.3,950/- (Rupees Three thousand and Nine Fifty only).

DUE DATE : 07.02.2026

CLOSING TIME FOR SALE OF TENDERS by 12.00 hrs **on the due date.**

CLOSING TIME FOR RECEIPT OF TENDERS by 14.00 hrs **on the due date.**

TIME FOR OPENING TENDERS at 14.30 hrs **on the due date.**

Cost of specification:

[a]FREE IF DOWN LOADED FROM WEB SITE

[b]Rs.500/= inside Tamil Nadu & if by post Rs 100/= extra

[c]Rs.500/= Outside Tamil Nadu & if by post Rs 100/= extra

Sd/-S.Maria Arokiam.Dt:20.01.26
SUPERINTENDING ENGINEER,
ERODE GENERATION CIRCLE.

Enclosure:

1. GENERAL AND COMMERCIAL CONDITION OF CONTRACT
2. TECHNICAL TERMS
3. SCHEDULE I : PRICE BID
4. SCHEDULE II : DEVIATION FROM SPECIFICATION
5. SCHEDULE III : PAST PERFORMANCE
6. SCHEDULE IV : UNDERTAKING IN LIEU OF EXEMPTION FROM PAYMENT OF EMD
7. SCHEDULE V : UNDERTAKING IN LIEU OF EXEMPTION FROM PAYMENT OF
GOODS AND SERVICE TAX

SECTION A :GENERAL CONDITION OF CONTRACT

TECHNICAL TERMS : As per Schedule 1

A.1 RECEIPT AND OPENING OF TENDER

A.1.1.For and on behalf and by the order of Tamil Nadu Green Energy Corporation Ltd., sealed Tenders superscribed as“**TNGECL**” specification No.and the name of the Tenderer will be received by the Superintending Engineer/Erode Generation Circle/Uratchikottai

A.1.2.The Tenderer may have the option either to present the tender directly or send it by Registered post. In case of sending by Register Post with acknowledgement due the tender should reach well in advance before the date and time set for opening of tender. No tender, given in person shall be received after the notified time and date of the receipt of tender. If the due date happens to be a holiday next working date will be the due date. Tenders received by post after the notified time and date for the receipt of the tender will be rejected summarily and will be immediately returned to the tenderer, without opening the tender. On behalf of Superintending Engineer/ Erode Generation Circle/Uratchikottai, Tenders will be received by her Assistant Executive Engineer/General/ Erode Generation Circle/Uratchikottai. The tenders received within the due date and time fixed for submission of tender will be opened in the presence of such of those tenderers or their authorised agents by Superintending Engineer/Erode Generation Circle/Uratchikottai or by his authorized representative at his office at Uratchikottai at 2.30 P.M. on the same day.The tenderers or their agents are expected to be present at the time of opening of tenders. The tender opening officer will on opening of tender, prepare a statement of the attested and unattested corrections therein and hand it over to the Tenderer concerned and initial all such corrections. If any of the Tenderers or their agents find it inconvenient to be present at the time, then in such case, the tender opening officer, will, open the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate to them. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.

A.1.3. If the tenders are made by an individual, it shall be signed with his full name and his address shall be given, if it is made by a firm, it shall be signed with Co. Partnership name by a members,of the firm who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a Corporation it shall be signed by a duly authorized officer, who shall produce with his tender, satisfactory evidence of his authorization. Such tendering Corporation may be required before the contract is executed to furnish evidence of its corporate existence.

A.1.4 The tender documents are also available in the website of TNEB[www.tnebnet.org / Tenders, www.tneb.in] at free of cost.

A.2.LOCATION:

The site is located at UrachiKottai, Erode **Dt.** The site can be inspected by the tenderer on any working day during office hours by contacting the concerned Engineer.

A.3.SCOPE OF WORK:

As per the **Schedule I TENDER SCHEDULE**

A.4.0 Goods and Services Tax [GST] :

- i. Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been enrolled out w.e.f. 01.07.2017, across India.
- ii. The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.
- iii. Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria is set at Rs.10 lakhs. in simple words Every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakh / 10 Lakh as applicable will be required to register as a normal taxable person.
- iv. GST Registration Number: **TNGECL** has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TNGECL is 33AAKCT7634G1Z6. The details are also posted in TNEB web portal.
- v. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digit represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is represent check digit.
- vi. *Transaction Value:* The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are

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

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

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

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

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

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

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

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

4.1 Goods and Services Tax:

- 4.1.1 The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.

- 4.1.2 In case of delayed completion, the GST prevailing on the actual date of completion or on the last day of the contractual completion period whichever is LESS will be admitted. For both the cases, the contractor shall furnish documentary evidence while submitting the bills for payment.
- 4.1.3 It is the responsibility of the tenderer to make sure about the correct rates of GST on the material/labour at the time of tendering. If the rates assumed by the tenderer in the price bid are lesser/higher than the current rates prevailing at the time of tendering, the same will be corrected to applicable rate for price evaluation.
- 4.1.4 Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the **TNGECL**.

4.2 E-Way bill:

E-Way Bill is an electronic document to be generated to cover movement of goods more than Rs.1,00,000 and such generation needs to be done in e way bill portal. Consequently, transporters of goods are required to carry an e way bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, Integrated tax and cess charged, if any. But it will not include value of freight charges for the movement charged by the transporter.

It is the responsibility of Supplier/Contractor to ensure the delivery at the destination stores/sites of **TNGECL**. Therefore, it is the responsibility of the Supplier/Contractor or their transporters to generate e-way bill before transporting goods for delivery at **TNGECL's** premises.

4.3. TDS under GST:

- 4.3.1. As per the provisions of the GST Act, the TDS under GST would be deducted at the rate of 2% (CGST @1% and SGST @ 1%) or IGST @ 2% from the payment made or credited to the supplier of taxable goods or service or both where the total value of the taxable supply under a contract exceeds Rs 2,50,000/-. Once the taxable value of the contract exceeds Rs 2,50,000/-, then each and every invoice on that Contract shall be subject to TDS under GST, irrespective of value of each invoice.
- 4.3.2 Taxable supply means supply of goods or services or both which is leviable to tax under GST.
- 4.3.3 TDS under GST rate will not be applied on the GST component of the Invoice.

4.4 GST ON LD AND FORFEITURE OF EMD,SD &Penalty on SD:

- 4.2.1 Liquidated damages collected/recovered on purchase of goods and service will attract GST@18%. GST will be additionally recovered from the contractor in addition to the stipulated LD rates in the purchase order/contract.
- 4.2.2 Forfeiture of EMD/Security Deposit if any arises, will not attract GST @ 18%.

4.2.3 The Penal interest towards belated payment of extended BG for SD cum PG will attract GST @ 18% and the GST will be collected additionally from the Contractor.

4.3 **Verification of GSTR-2A:**

The verification of GST remittance will not be carried out for each and every bill of the supplier and the GSTR-2A will be verified only at the time of PO closure. In case of non-filing of GSTR-1 by the suppliers, the release of SD, EMD and retention amount will be withheld.

A.4.4. As per Notification issued under section *Article 366(12A)* of the Constitution as amended by 101st Constitutional Amendment Act, 2016, appropriate rate of GST shall be admitted in lieu of (all taxes and levies replaced by GST) Excise Duty, CST and TNVAT Service tax etc, as per provisions of the rules.

A.4.5 PAN based registration is mandatory and copy of registration to be enclosed

A.4.6 Copy of Registration/Renewal of contractor, should be enclosed along with the Tender Set.

A.4.7 The tenderer should enclose the copy of permanent Account Number [PAN] registered with Income tax department

A.4.8. The tenderer should enclose the latest Sales Tax Clearance Certificate from competent authority.

A.5. EARNEST MONEY DEPOSIT [EMD]:

A.5.1. Each tenderer must pay the said amount of Earnest money Deposit.

A.5.2. EMD is payable through online to **TNGECL** account office of the Superintending Engineer/Erode Generation Circle/Urachikottai before 12.00 Noon on the due date of tender in the form of RTGS/NEFT to the following Account of Superintending Engineer/ Erode Generation Circle/ Urachikottai Account No: **No:00000043228988821, IFSC: SBIN0000971**, State Bank Of India, Bhavani Branch.

A.5.3. The Earnest Money Deposit in the form of Demand Draft and Cheques or Bank Guarantees will not be accepted. Cash as such should not be enclosed along with the tender and such tenders will be rejected.

A.5.4. Whereas a tenderer is exempted for payment of Earnest Money Deposit he shall submit the proof of such exemption along with the undertaking.

A.5.5. Small Scale Industries registered within the State of Tamil Nadu are to produce their registration certificate showing the materials which they are permitted to manufacture and the period of validity of the certificate as proof of eligibility for exemption from payment of Earnest Money Deposit. The registration should be valid for the entire period of currency of the contract.

A.5.6. SSI Units located outside the state and as such these be registered with National Small Industries and Corporation in respect of items manufactured by them.

A.5.7. EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT.

1. Department to Govt. of Tamil Nadu and undertaking and Corporations owned by Govt. of Tamil Nadu.
2. S.S.I. Units holding valid SSI certificates for manufacturing the tendered items issued by the Government of Tamil Nadu.
3. Tenderer exempted from payment of EMD shall furnish an undertaking in lieu of EMD in non-judicial stamp paper of value not less Rs.500 as per **schedule IV**. All other State Government Departments, undertakings and Corporations shall have to pay Earnest Money Deposit and Security Deposit. The Registration as Small Scale Industry in Tamil Nadu must be valid on the date of opening of tender.

Note: **Tenderer may note that the registration with D.G.S. & D. does not entitle the for exemption from payment of earnest money deposit.** The Earnest Money Deposit will be retained in the case of successful tenderer and will not carry any Interest. It will be dealt with as provided in the tender.

A.5.8. This Earnest Money will be refunded to the unsuccessful tenderer, on application after intimation is sent of rejection of the tender or at the expiration of three months from the date of the tender whichever is earlier. This refund will be authorized by the Superintending Engineer /Erode Generation Circle/Uratchikottai. The unsuccessful tenderer shall send a stamped receipt in advance for the refund of Earnest Money Deposit

A.5.9. The Earnest Money Deposit payable is approximately 1% of the value of work put to tender.

A.5.10. The Earnest Money Deposit of the Tenderers who are not agreeable to extend the validity period as required by the tender calling authority subsequently will be refunded.

A.5.11. The Earnest Money Deposit made by the tenderer will be forfeited if:

1. Tenderer withdrawn his tender after acceptance.
2. Tenderer withdrawn his / her tender before the expiry of 90 days.
3. Tenderer violate any of the provisions of this specification.
4. Failure to enter into an agreement after award of work.

A.5.12.BID QUALIFICATION REQUIREMENTS (BQR):

The BIDDER shall become eligible to bid on satisfying the following

1. The bidders should have Previous experience in Supply, Fabrication and Erection of pipe lines for a value of **Rs.99,000/-** or above in a single contract in any State Electricity Boards or PSUs or Govt. of India or state government organization or Undertaking of Central Govt. or State Govt. during the preceding Ten years as on the date of tender opening.

2. The intending tenderers shall furnish the documentary evidence with details of various orders placed on them during the last ten years as on the date of tendering in the proforma enclosed to the Tender Specification and also proof for having executed the works and for their satisfactory performance from State Electricity Board or PSUs or a Govt.of India or State Govt. Organisation or an Undertaking of Central Govt../ State Govt.

3 The annual turnover of the bidder shall be more than **Rs.98,980/-** in any one of the last three financial years preceding the year 2022-23, 2023-24 & 2024-25. In case of bidders who happen to be the companies registered under companies Act 1956, Attested Copies of the Audited financial Statements like Profit & Loss A/c and Balance Sheet for all the preceding 3 Years (2022-23, 2023-24 & 2024-25) may be furnished. In case of others, the Annual turnover certified by the practicing chartered Accountant or attested copy of income tax statements or attested copy of GST certificate, for all the preceding 3 Years (2022-23, 2023-24 & 2024-25) may be furnished as a proof of turnover.

4. The details furnished by the Contractors shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the contractors in future and will entail forfeiture of EMD.

5. UNIQUE DOCUMENT IDENTIFICATION NUMBER (UDIN) UDIN is being made mandatory for all Audit and Assurance functions like Documents and Reports Certified / Issued by full time practicing chartered Accountants. Any non – compliance of UDIN directive may attract Disciplinary Proceedings as per clause 1 of part II of second schedule of the chartered Accountants Act, 1949. Hence, the tenderer should upload the audited annual accounts/ annual turnover certificate issued by Chartered Accountant with Unique Document Identification Number (UDIN).

Note:

1. The bidders should upload the documentary evidences for the above along with the offer only. All the above documents shall be duly attested by a competent authority like Notary public, Gazetted officer etc.

THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE BID QUALIFICATION REQUIREMENTS WILL BE SUMMARILY REJECTED

A.6.SUBMISSION OF TENDERS:

A.6.1. Sealed tenders in double cover may be sent by register post or in person addressed to the Superintending Engineer/ Erode Generation Circle/Uratchikottai superscribing the name of work and specification No., so as to reach this office within the stipulated date and time.

This office will not hold any responsibility for the delay in receipt of tender sent by post.

A.6.2. Inside the outer sealed cover, there shall be placed.

1. Another sealed cover containing the tender offer.
2. The Earnest Money Deposit in the form of online payment receipt enclosed with tender.
3. Proof of exemption from payment of Earnest Money Deposit along with Undertaking on a non judicial stamp paper for a value of Rs.500 as per **schedule IV**
- 4.. The copy of Vendor registration / undertaking shall be enclosed along with the Tender set in the outer cover.
5. In addition to the above, PAN Card, GST Certificate, EPF and ESI Registration copy. particulars should be enclosed along with the Tender set for the works.

A.6.3. The receipt for having deposit each by way of towards the said Earnest Money Deposit proof of exemption shall be placed in the outer sealed cover in such a manner that it is visible immediately after opening of the outer sealed cover.

A.6.4.i) The tenderer should submit (i) their rates only in the Schedule I: TENDER SCHEDULE

ii) The deviations if any in Schedule II: DEVIATION STATEMENT

iii) The past Performance in Schedule III: PAST PERFORMANCE.

A.6.5. The tenderer should work out their own workable rates. The quoted rates shall include all applicable taxes and levies include sales tax. If any, applicable for the works contract according to the 4th amendment to the Tamil Nadu General Sales Tax Act 1951 by Act 28/84. No escalation for materials and labour will be entertained.

A.6.6. Filling up of tender schedule:

A.6.6.1. The tenderer should quote specific rates for Each items in the schedule and the rates should be in rupees and paise. Fraction of paise shall not be entertained. The rate should be written both in words and figures. This schedule accompanying the tender shall be written legibly and free from erasures, overwriting of corrections of figures. Corrections, wherever unavoidable should be made by crossing out, initialing dating and rewriting.

A.6.6.2. Tenderers are requested to see that all schedules are duly filled up without omission.

A.6.6.3. If there is any difference in the tender rate written in figures and words lower of the two Will be taken into account.

A.7.PRICE VARIATION:

A.7.1.The rates quoted shall be '**Firm**' till the completion of contract. No other price variation clause shall be applicable under this contract and any request on this will not be entertained.

A.7.2.VALIDITY OF TENDER:

A.7.2.1.i)The tender shall be valid for a period of **90 days** from the date of opening.

ii)In the case of tenderer who quote a lower validity period than that called for in the specification, their offers shall be rejected.

A.8.REJECTION OF TENDER:

A.8.1. The tender will be rejected if it is:

a.Not in the prescribed form.

b. Not accompanied by the requisite Earnest Money Deposit.

c.Not signed by the tenderer in each page both in price bid and conditions

d. From any black listed firm or contractor.

e.Received after the expiry of the due time/date

f. Received by Telex or Telegram

g.From a tenderer who is directly or indirectly connected with Government service or Board's service or service of local board authority.

h.From a tenderer whose past performance or vendor rating is not satisfactory.

i. Not accompanied by proof undertaking where payment of EMD is exempted.

j.If the tenderer is an industrial company, failure to supply information regarding the company is a potentially sick / sick industrial company in terms of section 23 or section 15 of the sick industrial companies (Special provisions) Act.1985.

h. Bidders who have not furnished the proof of EPF main code number, Registration of ESI and GST in the offer.

A.9.SECURITY DEPOSIT

A.9.1.When a tender is to be accepted the contractor whose tender is under consideration shall attend the office on the date fixed by written intimation to him, if the tenderer fails to attend the office before the end of the period specified, his tender will not be considered. He shall forthwith upon intimation being given to him of acceptance of his tender by the Board must furnish a Security Deposit for an amount which together with the Earnest Money already paid by him will amount to 5% by online only of the contract value and sign an agreement in the proper departmental form for the due fulfillments of the contract. In case of contractor who are exempted from payment of security deposit, like public sector Undertakings of the Government of Tamilnadu Small Scale Industries etc., an undertaking must be furnished on a non-Judicial stamp paper to a value of Rs.500 before placing the order agreeing to pay an amount not exceeding 5% online payment of the value of the contract in case of any breach or violation of contract.

A.9.2.The security deposit together with Earnest Money Deposit and the amount withheld according to Clause (64 of General conditions of contract of Tamil Nadu Detailed Standard Specification) shall be retained as security deposit for the due fulfillment of contract. While cash

Security deposit is made by the contractor he shall follow the procedure laid down in the paragraph (4.5) for payment or Earnest Money and such deposit will not bear any interest.

A.9.3.The Security Deposit is refundable after the completion of work. Failure to enter into the required agreement or to make the security deposit as defined in this paragraph shall entail forfeiture of the earnest Money. The written agreement to be entered into between the contractor and the TNGECL in a non-judicial stamp paper of Rs.200 in the standard form, the cost of stamp paper being borne by the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the TNGECL.

A.9.4.If any amount arising out of the contract becomes payable by the contractor to the TNGECL, then the TNGECL will not (in addition to such other request that it may have under the law appropriate) refund the whole or part of the **EMD, SD** withheld amount and any other amount payable to the contractor.

A.9.5.If the security deposit is not paid within the time frame stipulated, penal interest will be levied at the TNGECL prevailing borrowing rate of TNGECL for the delayed period.

A.10.WITHHELD AMOUNT:

A.10.1.Besides the Security Deposit mentioned in para A.9. a further deduction of 5% of the value of the work shall be made for purpose of additional security deposit from each bill to be paid until the completion of work.

A.10.2. The S.D. and the 5% retention amount deducted will be released **after the completion of work.**

A.11.Agreement:

A.11.1.The fact of the submission of the TNGECL of the tender shall be deemed to constitute an agreement between the tenderer and the TNGECL whereby such tender shall remain open for acceptance by the TNGECL. If the tenderer be notified that his tender is accepted by the TNGECL, he shall be bound by the terms of the agreement constituted by the tender and such acceptance there of by the Board, until a formal contract of the same tender has been executed between him and TNGECL in replacement of such agreement.

A.11.2.The written agreement to be entered into between the contractor and the Board on non-judicial stamp paper being Rs.200/- in the standard form, the cost of stamp paper being borne by the contractor shall be basic on the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the TNGECL.

A.11.3 The Indemnity Bond should be submitted by the contractor in a non-judicial stamp paper of Rs.500/- along with agreement in the prescribed format.

A.12.Instructions to Tenderer:

A.12.1.The tenderer shall examine closely the Indian Standard specification and Tamil Nadu Building Practice and also the General conditions of Contract contained therein. Unit rates shall be for finished work in site. He shall also carefully study the drawings and additional specifications and all other documents which form part of the agreement to be entered into by the accepted

tenderer. The Tamilnadu Building practice and other documents connected with the contract such as specification, plans etc., can be seen at any time between 10.30a.m. to 1.30 Noon and 2.00 p.m. to 5.15p.m. on any office days in the office of the Superintending Engineer/ Erode Generation Circle/Uratchikottai, Executive Engineer / Civil/Kuthiraikkalmedu.

A.12.2.The tenderer's attention is directed to the requirements for materials under the Clause "Materials and Workmanship" in the "General Conditions of Contract" materials confirming to the Indian standard specification shall be used on the work and the tenderer shall quote his rates accordingly.

A.12.3.Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quantity and availability of the materials. The list of quarries where from certain materials can be obtained is given in the lead statement enclosed to the specification for the general guidance of the tenderer. The best class of materials to be obtained from the Quarries or other sources defined shall be used on the work in every case, the materials must comply with relevant standard specification. Samples of materials as called for in the specification or in this tender notice or as required by the Superintending Engineer/ Erode Generation Circle/Uratchikottai, in any case shall be submitted for the Superintending Engineer's approval before the supply to site of work is begun.

A.12.4.The TNGECL, will not however after acceptance of the contract rate pay any extra charge for the load or for any other reason, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to general condition of contract regarding payment of tools etc.,

A.12.5.The Tamil Nadu Building Practice of the Tamil Nadu Public Works Department and I.S.S. will be followed for the performance of the contract, wherever applicable and for all particulars not specifically covered by this specification. Wherever there is difference between Tamil Nadu Building Practice and I.S.S. the relevant I.S.S. will apply. The Tenderer particular attention is invited to the sections and Clause. In the standard "Preliminary Specification" of Tamil Nadu Building Practice dealing with the following items.

i.Test inspection and rejection of defective materials at work site.

ii. Carriage

iii.Construction Plant

iv.Water and Light

v.Accident

vi.Cleaning up during progress and for delivery.

vii.Delay and

viii.Particulars of payment

ix.Payment will be made by cheques of any one of the commercial Banks or their Branches in Tamil Nadu as may be decided by the TNGECL from time to time. Exchange commission if any, in the issue of Demand Drafts/Cheques will be to account of the successful tenderer.

x.No advance payments will be made for any item of work.

A.12.6.The contractor should closely peruse all the specification clauses which govern the rates which he is tendering.

A.13.Guarantee Period: The materials / workman ship shall be guaranteed by the contractor for the satisfactory operation against any defective materials /workman ship for a period of **12 months** from the date of commissioning.

A.14.Employment to Ex-servicemen:

A.14.1.Attention of the contractor is invited to the Public Works Department G.O. Ms. No.2385 dated 13.09.1945 according to which the contractors must offer employment to Ex-Servicemen as far as possible at local rates and a report shall be sent to the site Engineer for his reference.

A.14.2.The number of Ex-Servicemen to whom he can so offer employment should be mentioned in the tender and he should also undertake in the agreement to offer such employment to such number.

A.15.Employment of Contract Labour:

A.15.1.The contractor should fulfil strictly all the conditions as stipulated in the contract labour (Regulation and Abolition) Act 1970 and the Rules madethere under.

A.15.2.The contractor should take out a licence under Section-12 of the above said Act, within the specified period mentioned by the Management/ Principal employer at the time of awarding the contract.

A.15.3.The contract shall be terminated if the contractor fails to obtain a licence under section-12 of the contract Labour (Regulation and Abolition) Act 1970 within 30 days of award of contract.

A.15.4.As per the contract labour Rules 1975, the contractor should disburse the representation wages of the contract labours in the presence of authorised of the principal employer and it should be certified that the amount so paid as wages by such representative as furnished below."Certified that the amount shown in Column No. has been paid to workman concerned in my presence".

A.15.5.The wages of the contract labour should not be less than that of the Minimum wages prescribed by the minimum Wages Act for contract labour.

No experience certificate should be issued by the contractor to the labourers.

Labourers so engaged by the contractor should not claim any right for job in TNGECL.

A.16.Accidents and Insurance:

A.17.1.The contractor should satisfy Engineer that an Accident risk insurance policy is taken before taking over the site for taking up the work and also to satisfy the Engineer, that the policy/policies is/are in force, till the contract is completed and till the works are taken over and till the issue of completion certificate by the authority concerned. Failure to produce the policy will entail a penalty of Rs.5000.00 (Rupees one thousand only) per one lakh rupees or part there of the contract sum per annum for the uncovered period. Penalty does not absolve them from their liability in fulfilling the obligations of their responsibility from making any compensation payment to the persons employed.

A.17.2.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.

A.17.3.It is the 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 causes and he shall indemnify in a non judicial stamp paper of value Rs 200 the TNGECL against any claim for damages 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 purpose of relief the same or other wise contractor alone will be responsible to meet the compensation awarded under the said act.

A.21.Taking over of site:As soon as the contractor enters into an agreement should take over the site from TNGECL. A copy of taking over report shall be sent to Superintending Engineer/Erode Generation Circle/Uratchikottai thereafter, if he fails to take over the site within 7 days after execution of agreement the Earnest Money Deposit/ Security Deposit paid by the Contractor will be forfeited and his tender will be rejected.

A.22.Right of Decide the Tender:

A.22.1.The TNGECL., or any officer authorized by it, reserves the right to reject, any or all the tenders without assigning any reasons therefore and also reserves the right to award and entire work to one contractor or split the work suitably and award the same to one or more contractors without assigning any reasons therefore.

A.22.2.It shall be expressly understood by the contractor that the TNGECL, or the competent authority to decide the tender shall have the right to relax or waive any of the conditions stipulated in this specifications wherever deemed necessary in the best interest of the TNGECL for good and sufficient reasons. The rates quoted in the tender is applicable even for split up quantity and the rates quoted is firm till the completion of work even for the tender award for lesser quantity

A.23.Period of Completion: Replacement, fabrication and erection should be completed within **15 days** from the date of handing over of the site.

A.24.Progress of work:The contractor shall ensure that the above work is carried out and completed progressively within the above period of completion reckoned from the date of taking over the site by the contractor as per PERT CHART.

A.25.Completion of works: The time of completion will be as per the clause 23.0 above, provided always that in the opinion of the Engineer the completion of works shall be delayed by the order of the Engineer of any altered modified, substituted or additional works of materials or by the order of works or materials to be omitted, by any strike or lockout or any workmen employed by the contractor or by causes directly due to him or by the contractor not being given the possession of the site or any part, thereof, whether under the powers herein contained or otherwise or by any non-performance of work of non-supply of materials to be performed or supplied by the contractor not receiving any orders, drawings, instructions, or directions in time

or by the suspension of the works or by fire, flood, exceptionally bad weather, tempest, storm or by or from unforeseen circumstances whether the same shall be due to any act or omission or the purchaser or his agents or these in there, respective service or not the Engineer shall if in his uncontrolled discretion shall think whether forth with or at any later time and from time to time not with standing that the prescribed or extended time for completion has expired or that the works have been completed, by writing under his hand extend the time for the completion of works to such date as he shall appoint. Provided always that unless the contractor takes a written application to the Engineer was on or before the time when the cause of delay is occurring or about to occur and unless the time is extended by the Engineer, the prescribed time shall not be extended notwithstanding delays from the foregoing or any other causes of whatsoever kind.

A.26.Letting:No part of the contract shall be sublet without prior permission of the Superintending Engineer/ Erode Generation Circle/Uratchikottai nor shall transfer the power of attorney Authorizing others to receive payment on contractor's behalf.

A.27.Evidence of previous experience:A Contractor shall furnish evidence of their good record any capacity to do works, previous works executed by them by clearly indicated in the tender giving full particulars of value of work done and the department /agency to whom the work was executed in the Schedule II

A.28.TNGECLs assistance for procuring controlled articles:TNGECL will afford necessary help on application for procurement of controlled articles and also for priority in transport, etc., But it should be clearly understood that any delay in such procurement arising there from will not constitute sufficient reason for extension of time for purpose of this tender and rate.

A.30.2 Other Materials:

i.Contractor will have to make his own arrangements for binding wire or in the alternative can do tack welding without any extra claim.

ii.All materials not specifically mentioned with rate for issue in the tender notice but which are drawn by the contractor in the course of the work for use in the works, will be charged at the book value plus 10 percentage or the mark value plus 10 percentage whichever is higher plus the actual cost of packing and dispatch of materials.

A.34.ISSUE OF MATERIALS NOT SPECIFICALLY MENTIONED IN THE TENDER:Materials not specifically mentioned in the tender may also be drawn by the contract or at the discretion of the Superintending Engineer/ Erode Generation Circle/Uratchikottai recovery for such materials will be made at book value (+) 10% or market value (+) 10% whichever is higher (+) the actual cost of packing and despatch of materials and sales tax as decided by the Engineer.

A.36.PENALTY

A.36.1.If the contractor fails in the due performance of his contract within the time fixed by the contract or any extension thereof and the purchaser shall have suffered any loss from the delay occasioned by such failure, the contractor is liable at the discretion of the Engineer to a penalty

upto 1/2 % of the contract price per week reckoned on the contract value of such portion only of the works as cannot in consequence of the delay be used commercially and efficiently during each month between the appointed or extended time as the case may be and the actual time of acceptance or taking over of the work and such penalty shall be in full satisfaction of the contractor's liability for delay but shall not in any case exceed 10 percent of the contract value of such portion of the work.

A.36.2. Works executed in part could not be beneficially used by the Board (due to such incomplete execution) liquidated damages should be worked out on the basis of entire contract price only and not on the value of delayed portion.

A.37.Measurement of work and payment:

A.37.1. It is to be expressly understood that the measured work is to be taken notwithstanding any customs or practice to the contrary according to the actual quantities when in place and finished according to the drawing or as may be ordered from time to time by the Executive Engineer and as per relevant clauses of Indian Standard Specification I.S. 1200 and the cost calculated by measurement or weight at the respective places without any additional charges for any necessary or contingent works connected herewith. The rates quoted should be for works in site and complete in every respect. Measurement will be at tape or levels as decided by the Engineer. Classification of soil by the Departmental Engineer is final and legally binding on the part of the piece worker. Leads will not be measured along including pathways or scaffolding. No negative lifts will be allowed.

A.37.2. When there are complaints from the labour Department about non-payment of wages to the labourers employed by the contractors for the execution of work under agreement, the TNGECL Engineer shall have full powers to withhold the bills claimed by the contractor pending clearance certificate from the labour Department and to act as per the direction given by the Labour Department

A.37.3 For the works done within the period of completion 95% of contract value will be paid within reasonable time. The balance 5% payment will be made within reasonable time on completion of work.

A.37.4 For the works done beyond the period of completion 95% of contract value after deducting the LD amount will be paid within reasonable time. The balance 5% payment will be made within reasonable time on completion of work.

A.37.5 The bills will be passed for payment after completion of work.

A.37.6 The payment will be limited to the actual work done.

A.37.7 If the contractor get loan from the Govt/Undertaking payment will be made by TNGECL to the Government /Undertaking with the consent of the contractor.

A.40.Liability for Accident to Persons:

A.40.1. The contractor shall indemnify and save harm to the purchaser against all actions, suits, claims, demands cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by person employed by the contractor or on the works whether under the General law or under the workman's compensation act 1923, or any other statute in force at the date of the contract dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under.

A.40.2. On the occurrence of an accident which results in the death of the workman employed by the contractor or which is due to the contract work and of so serious as to be likely to result the death of any such workman, the contractor shall within 24 hours of happening of such accident intimate in writing to the concerned Engineer and such officers required by the provision of the workmen's compensation act the fact of such accident. The contractor shall indemnify the TNGECL in a non judicial stamp paper of value Rs 80 against all loss of damage sustained by the TNGECL is resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the TNGECL as a consequence, of the TNGECL 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.

A.40.3. In the event of any claim being made, of action brought against the purchaser involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable under Clause, the contractor shall be immediately noticed thereof, and he shall with the assistance if he so requires of the purchaser but, at the sole expenses of the contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such cases the purchaser shall at the expenses of the contractor, afford all available assistance for any such purpose.

A.40.4. In the event of an accident in respect of which compensation may become payable under workman's compensation Act VIII of 1923 and any subsequent amendment thereof, whether by the contractor or by the Board, as principal it shall be lawful for the Engineer to retain out of moneys due and payable to the contractor such sum or sums of moneys as may be in the opinion of the said Engineer by 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.

A.40.5. Liability for damage or loss to third party including inspection officers due to act of the contractor or his plant or sub-contract 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 workman employed under this contract as to be adequate for the timely and full settlement of claims under the workmen's compensation Act. All cases of accidents of injuries shall be reported to the Engineer with all the full details required for the settlement under the workmen's compensation Act.

A.40.6. The contractor should report about all accidents within 24 hours to the Engineer of the Board in the preliminary accident form. He should furnish other particulars such as medical certificates, wage particulars, fitness by the Board etc., in due course without delay.

A.41. Liability for damage to works or plant:

A.41.1. The contractor shall during the progress of the work properly cover up and protect the work and plant from injury by exposure to the weather, and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall

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

A.41.2.In the case of loss or damage any portion of the work occasioned by other cases, the same shall, if required by the purchaser, to made good by the contractor in like manner but at the cost of the purchaser at a price to be agreed between the contractor and the purchaser and the purchaser shall pay to the contractor the contract value of the portion of the works lost or damaged or pay balance of such contract value remaining unpaid as the case may be.

A.41.3.Until the work shall or deemed to be taken over as afore said, the contractor shall also be liable for and shall identify, the purchaser in respect of all damage or injury to any person or to any property of the purchaser or of others occasioned by the act of the contractor or his workmen or his sub-contractors or by defective design, work or materials but not due to cause beyond his reasonable control.

A.41.4.Provided that the contractor shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the purchaser not already provided for in the contract, not for any damage or injury caused by or arising from the acts of the purchaser or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the contractor has no control nor shall his total liability for loss damage or injury exceed the total value of the contract.

A.42.POWER FOR ENGINEER TO DECIDE ORDER OF WORKS:The contractor shall commence execution at such parts of the site and in such order as the Engineer shall decide in writing. The Engineer may from time to time by direction in writing, without in any violating this contract alter the order of the works of any part thereof at such time or time as the Engineer may deem desirable and the contractor shall after receiving such direction proceed in the order directed.

A.43.CONTRACTOR TO INFORM ENGINEER FOR ARRANGEMENTS FOR EXECUTION OF WORKS:

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

A.44.SUNDAY WORKS:No work of any description shall be carried out on Sunday and other important National Holidays, without the knowledge and formal sanction in writing of the Engineer.

A.45.Suspension of work:

A.45.1.The Engineers 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 the work or any part thereof, at such time or time and for so long as the Engineer may deem desirable, and the contractor shall not after receiving such written notice proceed with the work therein ordered to be suspended until he shall have received written notice or authority to the effect from the Engineer. The contractor shall not be entitled to claim from the purchaser compensation for any loss or damage sustained by him by reason of the suspension of works as afore said.

A.45.2.No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failures or any causes beyond the control of the Board and for prearranged shut downs in Electricity supply for which prior notice may be given.

A.46.INSPECTION OF WORK:(If applicable)

A.46.1The Engineer or his duly authorised representative shall have at all time full power to inspect the work wherever in progress, either on the site, on the contractor's premises or at the premises wherever situated of any firm or company. Where work is connection with this contract may be in hand, all records, registers documents relating to the works including materials used on works shall be kept open to the Inspection of the purchaser or his authorised representative when so called for in writing.

A.46.2.All requisite scaffolding shoring timbering and path ways shall have perfect supports, care must be taken to ensure the safety to work people and the contractor shall comply with such safety. The contractor will be responsible for any damage or injuries to persons and properties resulting from ill-erected scaffolding defective path ways and ladders or otherwise rising out of his default in this respect.

A.47.OPENING OUT OF DEFECTIVE WORKS: Should the engineer consider it necessary in order to satisfy himself as to the quality of the work, the contractor shall at any time during the continuance of the contract pull down or cut into any part of the work and make such opening into and to such an extent through the same, as the Engineer may direct and the contractor shall make good the whole to the satisfaction of the Engineer, should the work prove to be faulty or in any respect not in accordance with the terms of contract documents, the Engineer, shall be at liberty to order such further removal as may consider necessary and the whole of the expenses incurred shall be defrayed by the contractor. If, however, the work proves to be sound and in accordance with the contract documents the actual expenses incurred in such examination will be borne by the purchaser.

A.48.REMOVAL OF IMPERFECT WORK:If, it shall appear that has been executed with unsound imperfect or un skilled workmanship, or with materials of an imperfect or any inferior quality or otherwise not in accordance with the contract documents the contractor shall at his / own constructing, reform, removes, or reconstruct the same, either in the whole or in part, as may be directed by the Engineer whether or not the value of any such work or materials shall have been included in any payment made to the contractor.

A.49.PATENT RIGHTS:In the event of any claim or demand being made or action being brought against the purchaser for infringement or alleged of letters, patent, in respect of any machine, plant work, materials or things used or supplied by the contractor under this contract in respect of any method of using or working by the purchaser of such machine, plant, work materials or things, the contract will indemnify the purchaser against all costs and expenses arising from or incurred by reason of any such claim provided that the purchaser shall notify the contractor shall be at liberty if he as desires with the assistances of the same or any litigation that may arise there from and provided that no such machines, plant works, materials or thins shall be used by the purchaser for any purpose or in any manner other than that for which they have been supplied by the contractor and specified under this contract.

A.50.ACCESS TO SITE AND WORK ON SITE:The purchaser may, if he shall think fit from time to time enter upon any lands which may be in the possessions of the contractor under this contract, for the purpose of executing any works not included in this contract, for the purpose of executing any works not included in this contract and may execute such works respectively by himself or his agents or by other contractors at his option and the contractor, shall in accordance with the requirements of the Engineer afford all reasonable facilities for execution of the works including occupation of lands by structure of otherwise, for any other contractors employed by the purchaser, and his workmen offer the workmen of the purchaser, who may be employed in the execution on or near the site of the work not include in the contract or of any contractor in connection with or ancillary to the work and in default in contractor shall be liable to the purchaser for any delay or expense incurred by reason of such default, provided always that if the exercise of these powers shall cause any damage to the contractor he may and when such damage arise make a statement of the same to the Engineer who shall from time pay to the contractor the amounts (if may) so certified by the Engineer. The contractor shall not, however, on account of any such modified new or extra work executed by or for the sake of the purchaser be entitled to claim relief from the obligation to execute other works.

A.51.MATERIALS BROUGHT ON TO THE SITE OF WORKS:

A.51.1.All materials, tools and tackle brought to and delivered upon the site for the purpose of the work shall from the times of their being so brought in and be the property of purchaser but may be used for the purpose of the work but for the purpose only and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Engineer but the contractor or shall nevertheless be solely liable and responsible for any loss or destruction thereof damage thereto unless resulting from causes beyond the contractor's control.

A.51.2.The purchaser shall have an lien on such materials tools and tackle for any sum or sums which may at any time prior to the completion of the works be due or owing to him by the contractor under in respect of or by reasons of the contract and shall be liberty to sell and dispose off any such materials tools and tackle for and such which may at any time prior to the completion of the works, be so due or owing to him by the contractor, under in respect of or by reason of the contract and in such manner as he as think fit and to apply and the proceeds in or towards the satisfaction of which sum or sums so due for owning as aforesaid but subject, to a lien and power of sale and disposal such surplus materials, tools and tackle shall belong to the contractor and may be removed and disposed off by his as he shall think fit.

A.52CONTRACTOR TO KEEP INVENTORY OF PLANT ETC.The contractor shall prepare and maintain inventory of all materials temporary rolling stock, plant purchased or hire of use of employment or for any of the purposes of this contract and such inventory or a copy there of shall at all times be available for inspection by the Engineer, On the completion of the contract all such materials, rolling stock and plants as shall have been hired shall be removed forthwith by the contractor and returned to the parties from whom the same have been hired.

A.53.TOOLS AND PLANT MACHINERIES AND EQUIPMENTS FOR THE EXECUTION OF THE CONTRACT.

All tools and plant, equipments, tackle and machinery required for the completed execution of the contract shall be arranged for by the contractor only at his own cost. The contractor, may however, specify in his tender the terms under which or concessions, if any that he would require for procuring and using the tools and plant and equipments of the work except whose that are to be supplied on hire or free of charges, the contractor shall submit a list of machinery brought by him to the site and the same will be verified by the departmental officer. As and when further machinery are brought those item shall also be reported for verification. If the contractor desire to remove any equipment of machinery from the site he shall inform the departmental officer and remove the materials from site under proper gate pass from the Engineers concerned.

11.0 REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:

11.01 Notwithstanding anything contained in liquidated damages clause when the whole or part of the materials supplied by the supplier are found to be defective or damaged or are not in conformity with the specification such defects or damages in materials supplied shall be rectified within two months from the date of intimation of such defect/damage either at the point of destination or at the supplier's works, at the cost of supplier against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages as per liquidated damages clause above, for the delay in rectification/replacement of the defects or damages.

11.02 If even after such rectification or replacement of the damaged or defective part, the equipment ordered is not giving the satisfactory performance as per the contract, then it

will be open to the purchaser either to reject the goods and recover the entire cost of such goods and claim such loss sustained by the Corporation.

11.03 In the event of supplies being received damaged or short at the destination stores, the cost of such materials with taxes and other charges payable thereof will be paid only proportionate to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost to the TNGECL by the supplier.

11.04 Notwithstanding any other remedies available, the purchaser shall be entitled to dispose of the defective/damaged materials in as is where is condition without further notice, if the contractor/supplier fails to rectify the defects/damaged materials within such period as may be notified by the purchaser through notice and the sale proceeds of such disposal shall be appropriated towards the dues to the Corporation such as Liquidated Damages, ground rent etc. as may be determined by the purchaser.

11.05 12.0 LOSS OR DAMAGE:

12.01 External Damages that are prima facie, the results of rough handling in transit or due to defective packing and shortages will be intimated within one month from the date of receipt of the materials at site. Internal defects / damages / shortages which cannot ordinarily be detected on superficial visual examination due to bad handling in transit or defective packing would be intimated after inspection within 2 months on receipt of materials at stores. In either case, damaged or defective materials /shortages should be replaced/ rectified by the contractor free of cost as per clause 11.01.

12.02 If during the period of supply/work, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account or require the Supplier to replace the defective goods, free of cost.

12.03 Similarly, if during the guarantee period any of the goods are found to be defective in materials or workmanship or do not conform to specification, or unsuitable for the purpose for which they are purchased, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.

12.04 For all legal purposes, the materials shall be deemed to pass into the TNGECL's ownership at the destination, where they are to be delivered and accepted.

13.0 DEFECTIVE SUPPLIES: Not applicable

14.0 FAILURE TO EXECUTE THE ORDER:

Supplier failing to execute the orders placed on him to the satisfaction of the TNGECL under the terms and condition set forth therein, will be liable to make good the loss sustained by the TNGECL, consequent to placing of fresh orders elsewhere at higher rate. In the event of such failure, the difference between the prices accepted in the tender already entered into and the price at which fresh order has been placed at a later date

consequent to non-fulfillment of the tender will have to be made good to the TNGECL by the Supplier. This is without prejudice to the imposition of Liquidated Damages and forfeiture of Security Deposit cum Performance Guarantee.

15.0 INSPECTION:(If Applicable)

15.01 The authorized representatives of TNGECL shall have free access to the contractor's works at any time during the working hours for the purpose of inspection.

16.0 TEST CERTIFICATE:(If applicable)

17.0 FORCE MAJEURE:(If applicable)

17.01 If at any time during continuance of the contract the performance in whole, or in part in any obligation under this tender shall be prevented or delayed by reasons of any war, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, floods, explosions, epidemics, quarantine restrictions (or) other acts of God (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality is given by the supplier to the TNGECL within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this tender nor shall have any claim for damages against the other in respect of such non-performance of delay in performance, and deliveries under this contract, shall be resumed as good as practicable after such eventuality has come to an end or ceased to exit.

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

17.03 Power cut shall not be considered under the Force Majeure condition. The period of extension shall be decided only by the authority who placed the order after verifying the evidence for the cause of delay.

17.04 The termination of the contract as aforesaid shall not absolve the supplier of his liability to pay damages to the TNGECL for the breach of the contract to deliver the goods or complete the performance of the contract within the time fixed by the purchaser/suppliers.

18.0 JURISDICTION FOR LEGAL PROCEEDINGS:

No suit or any proceedings in regard to any matter arising in any respect under this tender shall be instituted in any courts save in the appropriate City Civil Court of Chennai or 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 course of action arises within their jurisdiction. In case any part of course of action might arise within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in Chennai then it is agreed to between parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though part of the course of action might arise within the jurisdiction of such courts.

An undertaking in this regard should be furnished on receipt of Purchase Order in a non judicial stamp paper value of Rs. 100/- agreeing to the above conditions as per Schedule-C.

19.0 MATERIALS AND WORKMANSHIP:(If Applicable)

The Contractor shall proceed with the works with diligence and expedition and the whole of the works there in specified as well as the mode of execution, shall be under the supervision and direction and shall be carried on to the entire satisfaction of the Engineer who shall have full power to order the contractor to alter, enlarge or diminish the forms dimensions position or quantities of any of the works, or to make use of materials and workmanship or different description and qualities from these herein specified works should be properly carried out to the satisfaction of the Engineer.

ii) The whole of the works, together with any temporary works associated therewith shall be carried out in the most substantial proper and workmanlike manner with the best materials and workmanship, and to the entire satisfaction of the Engineer and in such order of time as he may direct. The contractor shall attend to and execute without delay, all orders and instructions which may from time to time be issued by the Engineer. When the works or their appurtenances foul with the arrangements of their units of works not covered by this specification working methods shall be discussed with the Engineer and his prior concurrence obtained.

iii) The work shall be executed in thoroughly substantial manner with materials and workmanship of the best quality and strictly in accordance with the specification, and with the drawing or which such other drawings or written instruction as may from time to time be furnished to the contractor in accordance with the terms on this contract and shall be completed in every respect with all material and workmanship implied and necessary according to the firm interpretation and meaning of the same and should there-by any discrepancy between the

drawings and specifications, or any difference or dispute as in the dimension to be worked or quality of the materials to be used or the mode of doing or periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the Engineer shall be final and binding on all Parties.

20.0 ARBITRATION:

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

21.0 RECOVERIES OF DUES:

The TNGECL is empowered :

- a) To recover any dues against this tender in any bills/ Security Deposit Cum Performance Guarantee/EMD due to the supplier either in this tender or any other tender/Purchase Orders with the TNGECL, TANTRANSCO and TNEB.

- b) To recover any dues against any other contract / Purchase Order of the suppliers with TNGECL, TANTRANSCO and TNEB, with the available amount due to the suppliers against this tender.
- c) An undertaking to the above effect as in Schedule-D shall be furnished in a non-judicial stamp paper of value not less than Rs.100/-.

22.0 PASSING ON THE BENEFITS TO TNGECL IN CASE OF ACCEPTING LOWER PRICE ELSEWHERE: Not applicable

A.56.COMPLETION CERTIFICATE: As and when the whole work shall have been completed to the satisfaction of the Engineer and in accordance, with this contract, he shall give to the contractor the "completion certificate: and there up on the purchaser shall take over the work. Provided always that the Engineer shall in his discretion be at liberty from time to time to certify that a part of the work has been completed to his satisfaction and in accordance with this contract and there upon the purchase shall take over that part of the works included in such certificate.

A.57.CERTIFICATE TO BE PROVISIONAL AND SUBJECT TO CORRECTION:Try certificate for payment on account of work, materials or things shall be regarded as only provisional and approximate and all payments made on such certificates shall be regarded as being open payments and shall respectively be subject to revision and settlement by the Engineer and in measurements of works executed, returns of materials provided and used for the estimates of value previously and materials provided and used having reference to the amount of the contractor the Engineer shall have power, from time to time, to correct the total results by adding thereto deducting there from such sum, as, after communication with the contractor or his duly authorised agent, the Engineer may deem to be just and such addition or deduction shall be credited to or as the case times as the Engineer may think fit.

A.58.NEGLIGENCE:

A.58.1 If the contractor shall neglect to execute the work with due diligence and expectation or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or shall contravene the provision of this contract the purchase 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 necessary time from date of service thereof in the case of failure, neglect or contravention capable of being made good with that time or otherwise within such time as may be reasonable for making it good, then and in such case, the purchaser shall be at liberty, to employ other workmen and forth with perform such work as the contractor may have neglected to do, or if the purchaser shall think fit, it shall be lawful for him to take the work, the work wholly or in part out of the contractor's hands and recontract at a reasonable price with any other persons of provide any other materials tools and tackle or labour for the purpose of completing the work, or any part thereof and in that event the purchaser, shall, without being responsible, to the

contractor for the fair wear and tear of the same, have the free use of all the materials tools, tackles, construction plant or other things which may be on the site for use at any time in connection with the work to the exclusion of any right to the contractor over the same and the purchaser shall be entitled to retain and apply and balance which may be otherwise due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution such work as aforesaid.

A.58.2.If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor, fails to make good the deficit, the said materials, tools tackle construction plant or other things which are the property of the contractor may be seized and sold by the purchaser and the proceeds applied towards the payment of such difference and the cost of 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 work are paid by the contractor all such materials, tools, tackle construction plant or other things remaining unsold be removed by the contractor.

A.59.DEATH AND BANKRUPTCY ETC... If the contractor shall die or commit any act of bankruptcy or being a corporation commence to the would up, for reconstruction purpose or carry on the business under a receiver, the executors, successors or other representatives in law of the Estate of the contractor or any such received liquidator or any person in when the contract may become vested shall forthwith given notice thereof in writing to the tenderer and shall or one month, during which he shall take all reasonable steps to prevent a stoppage of the works have the option of carrying out this contract subject to his or their provided such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of this Clause shall be fourteen days only. Provided that, should the above option be not exercised, the contract may be determined by the purchaser by notice/writing to the contractor. And the same power and provisions reserved to the purchaser in the last proceeding clause on the taking of the work, out of the contractor's hands shall immediately become operative.

A.60.MEASURING VALUING AND CERTIFYING BY ENGINEER:In measuring Valuing, deciding or certifying, the TNGECL Engineer is intended to act by his skill and from his knowledge for the facts and incidents connected with the works and in so far as any acts are not within his own knowledge, the Engineer shall be at liberty to inform himself by enquiry of such person or persons as he may consider necessary. The Engineer shall at all times be considered sized of all the facts necessary for him to form his own opinion make his measurements or valuations given is decision and orders make his requisition or give or refuse his certificate and he shall be at liberty to certify at such time and in such manner as in his discretion he may think proper and he shall not be found to give any reasons for or any particulars of his certificate or any reason for his not certifying.

A.61.ARBITRATION: The dispute under this contract is not arbitrable and hence the arbitration clause is not applicable to this contract.

A.62.CLEANING UP: Upon completion of the work, the contractor shall remove from the vicinity of the work all plant, building rubbish, unused materials concrete forms and other materials belonging to him or used under his direction during construction and in the event of his failure to do so, the same will be removed by tenderer and the relevant expenditure recovered from the contractor.

A.63.JURISDICTION: An undertaking in this regard should be furnished by the contractor in a non judicial stamp paper of Rs 200/-

A.64.SUBMISSION OF PERT CHART: Within 2 weeks from the date of work, the contractor/supplier should furnish to the Engineer a PERT CHART which, in addition to indicating the overall completion of each contract, should also indicate the time for completion of each individual activity of the contract. The contractor should also mention in his schedule the required dates for any significant point communication or transfer or responsibility between the contractor and other participants in the project (i.e) the required date for supply or design and leading date with reference to plant and equipments from the manufacturers, the assistance required from the TNGECL with reference to purchase/hire of construction equipment, date of supply of design and drawing approval to the contractors drawing etc. The contractor should also furnish on the first of every month status review report of his work together with the above PERT net work up dated, to the Engineer, whenever there is any likelihood of a change in the construction schedule the contractor should inform the same to the Engineer forthwith.

A.65.QUALITY OF MATERIALS: For quality of materials and general workmanship the P.W.D. TamilNadu detailed standard specification or the relevant ISS will apply, if there is any discrepancy between the T.N.D.S.S. and I.S.S. the latter shall govern.

A.66.WASTE MATERIALS: All waste materials as decided by the Site Engineer should be let out of the site at Contractor's cost and contractor should keep the site always clean during progress of work.

A.67.K2 CONTRACT: This will be a K2 contract generally governed by TNDSS/Tamil Nadu Builders Practice of the Tamil Nadu Public works Department. If there is any variation between the clauses specified in this specification and the TNDSS/ Tamilnadu building Practice, the clauses stipulated in this specification will hold good.

A.68.WEEKLY PROGRESS REPORT: The contractor shall furnish in the Board weekly progress report in triplicate on Saturday of every week indicating the following.

Item of Work	Schedule of Progress for the work	Actual Progress	Reason for short fall if any	Step taken to meet the short fall
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A.69.LABOUR STRENGTH REPORT: In addition, labour strength report shall also be submitted in triplicate on Saturday of every week, clearly indicating the category of Labourers, Engineers and others employed by them with their individual strength employed in every week.

A.70.INTEREST OF MONEY DUE TO THE CONTRACTOR:No omission by the Engineer to pay the amount due upon certificates shall vitiate or make void the contract nor shall the contractor be entitled to interest upon any guarantee funds or payments in area or not upon any balance which on the final settlement of his accounts, be found due to him.

A.71.DEVIATION ALTERATION ETC IN THE MATERIALS:The contractor shall not in any way alter any of the materials to be used on the work without the previous consent of the Engineer but the Engineer may from time to time and at any time direct in writing any deviation alterations, additions or omissions to be made from, in or to the materials or any part thereof vitiate this contract and any deviations so directed to be made shall be made to the satisfaction of the Engineer in the same manner as if such materials have been originally included in or omitted from the specification and schedule of prices, except that the value of the same whether by way of addition/deduction shall be estimated by the Engineer according to the schedule/ price, and the amount so estimated shall be added to or deducted from the contract sum, as the case may be.

A.72.DEVIATION ALTERATIONS AND ADDITIONS TO THE WORKS:The contractor shall not in any way alter any of the works without the previous written consent of the Engineer but the Engineer may from time to time and at any time progress of the works by in writing under his hand direct any deviations, alterations or additions to be made from, in or to the works part thereof or say direct the contractor to curtail or to omit any of the works or execute any new or substituted work or to commence and execute the work or any part thereof in such order and manners as shall any deviations alterations additions and omissions made in pursuance thereof shall not vitiate this contract or be made the ground for any claim for compensation for pledged loss or profit in respect of omitted works or (except as herein after provided) for extra payment for additional works and any works so directed to be omitted shall be made to the satisfaction of the Engineer in the same manner (as nearly as circumstance shall admit) as if such works have been originally included in omitted the specifications except that the value of the same, whether by any additions or deductions shall be estimated by the Engineer according to the schedule of prices and the amount so estimated shall be added to or deducted from the contract sum as the case may be. The contractor shall not however on account of any such modified new or extra works executed by or for the purchaser, be entitled to claim relief from the obligations to execute other works.

A.73.CLAIM FOR EXTRA WORKS OR FOR DEDUCTIONS:The tenderer shall not be responsible for the payment of any claim for extra not included in, nor shall be entitled to claim any deduction from the contract such in respect of any changes or alterations in the materials employed unless the same shall have been ordered or sanctioned as the case may be in writing by the Engineer, and in the event of any dispute arising either as to the validity of the claim or as to the amount to be paid or allowed in respect thereof the decision of the Engineer shall be final and binding on all parties, and in the meantime, the contractor shall either proceed with the work in question or suspend the same, as may be determined by the Engineer, and not payments due or

payable by the purchaser or his agent as the case may be shall be withheld on account of such dispute.

A.74.MEASUREMENT OF EXTRA WORKS:All extra works of every description which shall be executed in pursuance of any of the provisions of this contract shall be measured up and shall be paid according to actual quantities ascertained by such measurements and the prices inserted in the schedule of prices and so that such prices shall include all of such operations and accessories as appear by the said schedule of price or specification to be or shall in the opinion of the Engineer by contingencies upon the works mentioned in such schedule of prices or be required to make such works perfect and fit for use. Provided also that if any works shall be ordered by the Engineer and executed by the contractor for the payment of which no provision shall in the opinion of the Engineer be made in the schedule of prices of the specification the Engineer shall fix and determine such prices of the same in his judgment appear to accord general, with the prices for the in the schedule of prices, such allowances being made on the work for the accommodation and protection of foot passengers or their traffic and of the owners and occupiers adjacent property and of the public as may be seen to the Engineer sufficient, for any difference in the character conditions of the work.

A.75.WORK EXECUTED DAY LABOUR: Any extra work of such complicated miscellaneous or disjointed character that it cannot be valued by measurement may be executed by day labour of a specific lump sum may be agreed for any special piece of work to be carried out. Before any work is put in the name daywork rates order in writing must be obtained by the contractor from the Engineer and schedule of day work rates agreed upon. The contractor shall deliver to the Engineer's weekly, a full detailed account (in triplicate) of all labour and materials employed or used respectively or any portion of the work for which an order has been issued that it must be carried out at day work rates. This return shall cover the work done during the previous "Contractor's week". One of the accounts, if found correct, will be certified by the Engineer, and returned to the contractor and contractor shall afford every facility for checking by the Engineer on the ground all time and materials as charged for.

A.76.APPLICATION FOR RETENTION SUM: The retention sum and any other portion of the contract sum for the time being unpaid or any part or parts thereof respectively may be applied by the purchaser at his discretion in all if any of the following ways (and either during the construction of the work or at any time before the issue of final certificate hereinafter referred to) that is to say, in or towards making good any defect or unsoundness which shall be certified by the Engineer to existing works or any part thereof or in the materials used in the formation and construction thereof and provided by the contractor, or which being provided by the tenderer shall while in the custody of the contractor be damaged or rendered imperfect or in towards making good in any manner the tenderer may think fit. Any breach by the contract or in towards the satisfaction of any damaged or other money payable by the Contractor to the tenderer under this contract. Providing that nothing contained in the Clauses shall prejudice any of the other rights or remedies of the purchaser or his agent in respect of any breach of this contract.

A.77.BREACH ON PART OF PURCHASER NOT TO ANNUAL CONTRACT:No breach of non-observance on the part of the purchaser of any of the agreement herein contained shall annul this contract or discharge the contractor from the observance and performance thereof or any part thereof but compensation of damage (if any) shall be made to the contractor or at the option of the Engineer an extension of time given to the contractor in respect of such breach or non-observance by the purchaser such compensation or extension of time to be fixed by the Engineer.

A.78.REGULATION OF LOCAL AUTHORITIES:The purchaser shall through the continuance of the contract and in respect of the matters arising in the performances thereof, serve all notice and obtain consents way leaves approvals and permissions required in connection with the regulations and by laws of the local other authority which shall be applicable in the works.

A.79.NOTICES & HOW TO BE GIVEN:Where any legal or other notice or any other documents is to be given to or served, upon the contractor it shall be deemed to be duly given or served if it shall have been either delivered to him personally or to his recognized (including in the case of company, the secretary of such company) or delivered at or sent through the post addressed to the contractor's office on the site or sent through the post addressed to the agent contractor at the last known place of business or abode of the contractor or in the case of a company, to its Registered office, and in the case cases of a firm of contractor a notice or other documents, which will be so given or so served on any one or the partners in such firms, shall be deemed to have been given to or served on all of them.

A.80.CONSTRUCTION OF CONTRACT: The contractor shall in all respect be construed and operated as a contract as defined in the Indian Contract act. 1872 and all payments made there under shall be made in rupees unless otherwise specified.

A.81.CONTRACTOR'S REPRESENTATIVE AND WORKMEN:

A.81.1The contractor shall have at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor to carry out and supervise the works. The said representative or if more than one shall be employed then one of such representatives shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorised representative whose name have been previously communicated in writing to the contractor may give to the said representative of the contractor shall be deemed to have been given to the contractor.

A.81.2The Contractor shall at all time employ as such labour or every description as required for the proper progress of the work as planned and shall on demand furnish from time to time such returns may be required by the Engineer of the number and description of skilled and unskilled labourers and supervisory staff employed upon the work.

A.81.3 The contractor has to provide identity cards for the work men engaged during the currency of contract period.

A.82. RIGHT OF ENGINEER TO ORDER WITHDRAWAL OF LABOUR: The Engineer shall be at liberty to object to any representative or other persons or labourers employed by the contractor in the execution or otherwise about the works, who shall misconduct himself or be incompetent or negligent and the contractor shall remove the persons so objected to upon the receipt from the Engineer of notice in writing requiring him so to do, and shall provide in place, a competent substitute at the contractor's expense.

A.83. WORKS TO BE EXECUTED TO THE SATISFACTION OF THE ENGINEER: [MATERIALS AND WORKMANSHIP]

i) The Contractor shall proceed with the works with diligence and expedition and the whole of the works there in specified as well as the mode of execution, shall be under the supervision and direction and shall be carried on to the entire satisfaction of the Engineer who shall have full power to order the contractor to alter, enlarge or diminish the forms dimensions position or quantities of any of the works, or to make use of materials and workmanship or different description and qualities from these herein specified works should be properly carried out to the satisfaction of the Engineer.

ii) The whole of the works, together with any temporary works associated therewith shall be carried out in the most, substantial proper and workmanlike manner with the best materials and workmanship, and to the entire satisfaction of the Engineer and in such order and time as he may direct. The contractor shall attend to and execute without delay, all orders and instructions which may from time to time be issued by the Engineer. When the works or their appurtenances foul with the arrangements of their units of works not covered by this specification working methods shall be discussed with the Engineer and his prior concurrence obtained.

iii) The work shall be executed in thoroughly substantial manner with materials and workmanship of the best quality and strictly in accordance with the specification, and with the drawing or such other drawings or written instruction as may from time to time be furnished to the contractor in accordance with the terms on this contract and shall be completed in every respect with all material and workmanship implied and necessary according to the firm interpretation and meaning of the same and should there-by any discrepancy between the drawings and specifications, or any difference or dispute as in the dimension to be worked to or quality of the materials to be used or the mode of doing or periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the Engineer shall be final and binding on all Parties.

A.84. CONTRACT INCLUDED ALL NECESSARY OPERATION: The contractor is to include the whole of the works whether permanent or temporary which are described in or implied by the contract documents for which may be inferred to be obviously necessary for the efficient stability and completion of the permanent works and also the performance of all other operations and the supplying of all materials and things described in or implied by the contract documents which may be deemed desirable or required for the completion in all respects of the above works to the entire satisfaction of the Engineer, and all such matters shall be deemed as included in the contract sum. Work shown upon the drawings shall not mentioned in the specification or described in the specification without being shown on the drawing shall nevertheless be held to be

included in this contract and then execution have been expressly shown upon the drawings and described in the specification also.

A.85.THE CONTRACTOR TO SUPPLY AND BE RESPONSIBLE FOR THE SUFFICIENCY OF THE MEANS EMPLOYED.The contractor must supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery tools or implements and generally of all the means used for the fulfilment of this contract, whether such means may or may not be approved, offered to or recommended by the Engineer and the contractor must accept all risks of accidents or damages from whatever cause they may arise until the completion of this contract.

A.87.DISCREPANCIES BETWEEN DRAWING AND SPECIFICATION:Should thereby any discrepancy between the specification and/or schedule of prices and/or drawings or any inconsistency error or omission in either of them, reference must be made to the Engineer for an explanation and the contractor will be held responsible for any errors that may occur in the work through neglect of this precaution. The explanation of the Engineer shall be the final binding the contractor.

A.88.QUANTITIES PRICES AND PAYMENT: The quantities given in the schedule of prices for various items of works are only for purpose of comparison of bids and total prices, Payments will be made in accordance with the net quantities measured as described in the relevant clauses at the rates stated in the schedule of prices, whether such actual quantities be greater or less than the quantities given in the schedule of prices.

A.89.DOCUMENTS CONFIDENTIAL:The tenderer (whether tender is considered or not) shall treat the details of the tender specifications and other documents attached hereto as private and confidential.

A.90.TENDER DOCUMENTS NOT RETURNABLE:The tender documents and the relevant connected documents, pamphlets, sketches, design etc, submitted by the tenderer (whether his tender is considered or not) shall become the property of the tenderer and are not returnable.

A.91. FILLING UP OF TENDER PROFORMA: The tenderer should fill up all the pro-forma in this tender specification.

A.92.ABSOLUTE RELEASE OF THE TNGECL FROM ALL FURTHER CLAIM BY THE CONTRACTOR:It shall be accepted as a condition of contract that the payment of final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute full and absolute release of the Board from all further terms by the contractor under the contract. This clause must prejudice to the guarantee condition under Class A.13.

A.93.AMBIGUOUS CLAUSES:No ambiguous clauses which may put the TNGECL to uncertain commitments will be entertained. The Contractor shall execute the undertaking in the format enclosed to the effect that if there is any excess payment that may be found to have been made

as a result of incorrect calculations or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by the contractor to the TNGECL either by payment or by adjustment against future payments due.

A.94.APPEAL PROVISION: Any contractor aggrieved by the order of the Tender accepting Authority (competent authority) can prefer an appeal to TNGECL within 10 days from the date of receipt of order.

A.95. Generally all civil works should comply the specifications mentioned in the Tamil Nadu Building Practice.

The Tamil Nadu Building Practice of the Tamil Nadu Public works Department and ISS will be followed for the performance of the contract, wherever applicable and for all particulars not specifically covered by this specification .Wherever there is difference between the Tamil Nadu Building Practice and ISS. The relevant ISS will apply. The Tenderer's particular attention is invited to the sections and clauses in the standard "Preliminary Specification" of Tamil Nadu Building Practice dealing with the following items :-

- i. Test, inspection and rejection of defective materials at work site,
- ii. Carriage,
- iii. Construction plant,
- iv. Water and lighting,
- v. Accident,
- vi. Cleaning up during progress and for delivery,
- vii. Delays

The contractor should closely peruse all the specification clauses which govern the rates.

All other rules and regulations of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 shall also be applicable.

43.0 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 there of or any other law relating there to 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 Regulation as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs.50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

1.0 CONTRACT LABOUR REGULATIONS:

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

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

paid wages at double the ordinary rate of wages.

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

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

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

(c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

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

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

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

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

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

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

be kept at the place of work.

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

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages.
- (c) Sex.
- (d) Age.
- (e) EPF UAN number.
- (f) ESI number.
- (g) Aadhaar number.
- (h) Nature of accident and cause of accident
- (i) Time and date of accident.
- (j) Date and time when admitted in hospital.
- (k) Date of discharge from the hospital.
- (l) Period of treatment and result of treatment.
- (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (n) Claim required to be paid under Workmen's Compensation Act.
- (o) Date of payment of compensation.
- (p) Amount paid with details of the person to whom the same was paid.
- (q) Authority by whom the compensation was assessed.
- (r) Remarks.

[Note: k,l,m,n for the workmen not covered under the ESI provisions]

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

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

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

arise, within THIRTY days from the date of receipt of the decision of the competent authority.

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

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

(xiii) Inspection of Books and other Documents: The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in- Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

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

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

2.0 Compliance of EPF & MP Act, 1952:

(a) The Contractor who take up works contract for TNGECL/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;

(b) The Contractor should have a separate EPF main codenumber.

(c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.

(d) The contractor should submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act.

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

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

(g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TNGECL / TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNGECL / TANTRANSCO shall make good such requirements out of the money due and

payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNGECL /TANTRANSCO.

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

3.0 Compliance of ESI Act 1948 :

(a) The contractor who take up the works contract for TNGECL & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.

(b) The contractor should have a separate ESI main codenumber.

(c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer’s and Employee’s contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.

(d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.

(e) The contractor should produce the proof of payment of contributions - both Employer’s and Employee’s contributions made to ESI Organization in order to claim the Bills for the respective work.

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

(g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TNGECL & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNGECL & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNGECL & TANTRANSCO.

(h) (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI rganization.

(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.

4.0 Statutory Compliance Clearance Certificate:-

(a) The Contractor executing the works contract in TNGECL / TANTRANSCO should obtain the Statutory Compliance Clearance Certification from the Online Compliance

Service Providers engaged by TNGECL / TANTRANSCO, the required documents should be submitted by the contractors to the respective Online Compliance Service Providers.

(b) The charges for Statutory Compliance Clearance Certification will be at the rate of Rs.2.00/- per man day per month with minimum charges of Rs.400/- and maximum charges of Rs. 3200/- and Rs.300/- for re-audit due to reasons attributable to the contractor. The charges should be paid by the respective contractors to the service provider through online.

5.0 The Building and Other construction Workers Act:-

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

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

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

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

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

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

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

(d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.

(i) Muster Roll in Form – XVI.

(ii) Register of Wages in Form – XVII.

(iii) Register of overtime in Form – XVIII.

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

7.0 Wages:-

(a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act,

1948 or the current rates specified by TNGECL indicated in the Price Schedule BOQ, 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 be duly signed with seal by the contractor.

9.0 ESI Documents for While Claiming Bills:-

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

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

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

S.No	IP.No	IP.Name	No. of days	Wages	IP Contributions
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(d) All the documents should be duly signed with seal by the contractor.

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

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

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

New Forms:

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

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

and ISMW Rules)

FORM III	Form of Certificate by Principal Employer (under CLRA and ISMW Rules)
FORM IV	Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)
FORM V	Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)
FORM VI	Licence and Renewal (under CLRA and ISMW Rules)
FORM VII	Notice of commencement/ completion of work (under CLRA and BOCW Rules)
FORM VIII	Service Certificate (under 3 Rules)
FORM IX	Certificate of Medical Examination (under BOCW Rules)
FORM X	Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)
FORM XI	Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)
FORM XII	Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

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

(a) An undertaking as specified in Annexure 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 (TNGECL/ TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [Annexure-V] with respective Superintending Engineer's of the circle.

19.0 Statutory Compliance Clearance Certification:

- 19.1. The contractors executing the work contracts and engaging workmen for the works in TNGECL have to comply the provisions of the Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Contract Labour (Regulation & Abolition) Act 1970, Inter- State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, Payment of Wages Act, 1936 and Minimum Wages Act, 1948, and other Statutory Provisions.
- 19.2. The Contractors have to obtain the Statutory Compliance Clearance Certification for the work contracts from the Online Compliance Service Providers. The required documents should be submitted through Online by the respective Contractors. Such applications with

documents for the Statutory Compliance Clearance Certificate will be allocated to one of the Online Compliance Service Providers, in the panel, in an automatic digital rotation method.

- 19.3 The charges for such Statutory Compliance Clearance Certificate will be at the rate of Rs.2.00/- per man day/per month with minimum charges of Rs. 400/- and maximum charges of Rs. 3200/- and Rs. 300/- for re-audit due to reasons attributable to the contractor. The Charges should be paid by the respective contractors to the Online Compliance Service Providers through Online.
- 19.4. The Digital Based Statutory Compliance Services will be integrated with the Bill Processing System. The bills will be processed only after the automatic clearance from the Digital Based Statutory Compliance Services.

20.0 SAFETYCONDITION:-

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- (v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- (vi) If any accident occurs, it should be informed to the concerned officer of TNGECL in writing by the concerned contractor immediately.
- (vii) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.

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

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

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

- (i) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- (b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- (ii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :–
 - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (iii)** The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- (iv)** Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
 - (a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
 - (b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
 - (c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
 - (d) The Contractor is not exempted from the operation of any other Act or Rule in force.

22.Special Conditions:

1. The Tenderer should inspect the site and make out thorough assessment of the nature of the work and satisfy himself before tendering. Any representation at a later date under any circumstances on any account will not be entertained.
2. The enclosed schedule alone is used for quoting the rates.
3. Rates should be written in capital letters both in words and figures.

4. The contractor shall be responsible for the payment of necessary EPF & ESI contributions- both Employer's and Employee's contributions as per the provisions of the EPF & ESI Act in respect of the actual workers engaged for the specified works.
5. Only persons with good experience in the relevant area work should be employed.
6. The contractor should arrange for tools required for day to day work.
7. During the course of execution of work if persons meet with an accident, the contractor alone is responsible to compensate the individual for loss.
8. No damage should be caused to Board's property and equipment. In the event of any damage caused, the same should be set right by the contractor at his cost.
9. The works should be done carefully and without hindrance to other works carried out by Board in that area.
10. The workers shall confine themselves, within the areas for which the works contract has been awarded as specified by the Engineer.
11. The contractor should provide adequate safety appliance to his employee for which no claim from TNGECL can be made.
12. All the workers should be insured against accident. The TNGECL will not be responsible for any compensation in the event of accident s etc.,
13. For any damage to the equipment during work, the contractor will be solely responsible and the loss due to this should be borne by the contractor.
14. If the contract does not carry out the work to the entire satisfaction of the Engineer in charge, His contract will be liable for termination without any reasons therefore.
15. The contractor should take care and ensure that law and rules are not violated in doing the work either by himself or by his labours.
16. Normal working hours will be 08.00 hours to 12.30 hours and 13.30 hours to 17.00 hours.
17. Risk and Insurance Policy
Before commencement of work, the contractor is to take accident risk Insurance policy for the workman covering the entire period of work and produce the same to the site Engineer for verification.
18. Work should be completed **within 15 days** from the date of commencement of work.

4.0. TECHNICAL SPECIFICATIONS:

4.1 Cutting & Dismantling:

Cutting & dismantling the existing M.S pipe and Devoluted to central store/ KK medu.

4.2 Erection:

The raw material (M.S Pipe) procured should be of good quality and it should be Shown to the field engineers for the approval before taking up the works.

4.3 NOTE:

1. Replacement, fabrication and erection should be completed within **15 days** from the date of handing over of the site.
2. All items such cutting set, gas cylinder, welding electrodes and consumables, tools & tackles, scaffolding arrangement, lead & lift etc are in contractor scope.
3. Power supply: Metered power supply will be provided by the TNGECL at the tariff applicable for temporary supply at the rate prevailing during the currency of contract, if supply required by the contractor.

Schedule I: Price Bid

Spec No: SE/EGC/General/15/2025-26/dt. .01.2026

Name of Work: Erection of new air vent pipe - 2 nos. (Near intake gate) in Unit 2 by replacing corroded Air vent pipe at Barrage Power House – IV / Uratchikottai.

SI No	Description of works	Qty	Units	Rate per unit Rs	Amount Rs.
1	<u>Material charges:</u> Material charges for M.S pipe 0.6Mtr's OD and 6mm thickness. (OD-0.6 m x L-6 m x T-6 mm per pipe - 2 nos.)	12	Mts		
2.	<u>Labour charges:</u> Charges for cutting & dismantling the existing corroded air vent pipe line.	2	Nos		
3.	Charges for erection of new air vent pipe line including welding.	2	Nos		
4	Labour charges for fabrication of 12 mm plate into a flange of 1MX1M and make a hole at the centre of 600mm dia so as to weld the air vent pipe in the top of the plate.	177.62	Kg's		
5	Labour charges for fabrication of the given pipe of 6mm thick X 1 M height in to a sleeve and weld it at the bottom of the above flange and insert to the existing embedded hole.	188.40	Kg's		
6	Providing plain cement concrete (PCC) 1:2:4 using 20mm metal for leveling course including cost of all materials, lead, lift, labour charges, etc., complete – 1 M ³ .	2	M ³		
Sub Total - 1					
GST 18 %					
Total					

Signature of the Contractor

SCHEDULE II : DEVIATION FROM SPECIFICATION
GENERAL AND COMMERCIAL TERMS

SI No.	Clause No.	Details of deviation

TECHNICAL TERMS

SI No.	Clause No.	Details of deviation

All the terms and conditions in General & commercial terms and Technical terms specified in the tender specification are hereby accepted.

SIGNATURE OF THE CONTRACTOR

SCHEDULE III : PAST PERFORMANCE

Name and address of the Party on whom works contract placed	Name of the works contract under execution	Schedule date of completion	Actual date of completion	Remarks

SIGNATURE OF THE CONTRACTOR

Schedule IV : UNDERTAKING IN LIEU OF PAYMENT OF EMD

THIS DEED OF UNDERTAKING EXECUTED AT on this the..... day of.....
.....(Month) Two Thousand Twenty Five (Year) by M/s.....having its
registered office at.....
.....(hereinafter called the Tenderer).

TO AND IN FAVOUR OF THE TAMIL NADU GREEN ENERGY CORPORATION LTD, a body corporate constituted under the Electricity (Supply) Act, 1948, having its office at N.P.K.R.R. Maaligai, Electricity Avenue, 144, Anna Salai, Chennai 600 002, represented by the Superintending Engineer/Erode Generation Circle/TNGECL / Uratchikottai / K.N. palayam / Bhavani / Erode- 638302 (herein after called the TNGECL).

WHEREAS Tender for.....

terms of the Tender specification issued vide Specification No.

AND WHEREAS IN ACCORDANCE WITH THE ABOVE SAID specification, the Tenderer has to furnish EMD AND WHEREAS the Tenderer has requested the TNGECL to accept an undertaking in lieu of payment in cash/D.D of the EMD AND WHEREAS the TNGECL has accepted the request of the Tenderer subject to executing an undertaking to pay Rs to the TNGECL not exceeding the EMD together with costs in case of non-fulfillment of the conditions stipulated in the Tender specification by the Tenderer.

IN CONSIDERATION of the TNGECL having agreed to accept an undertaking from the Tenderer, in lieu of payment of EMD in Cash/D.D, the Tenderer undertakes to pay the sum of said EMD amount immediately when a demand is raised by the TNGECL against the Tenderer without any demur in the event of the following:

1. If he withdraws his tender or backs out after acceptance of the Rate acceptance order.
2. If he revised any of the terms quoted during the validity period.
3. If he violates any of the conditions of the Tender specification/Rate acceptance order.

NOW THE CONDITIONS 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 Undertaking till the contract is completed under the terms of contract.

The expressions, "Tenderer" and the "TNGECL" herein before used shall include their respective successors and assignees in office.

IN WITNESS WHERE OF THIRU For and on behalf of the Tenderer has signed in this undertaking on the day, the month and year as written above.

IN THE PRESENCE OF WITNESSES.

SIGNATURE

Witness

1. Name :
2. Address:

Schedule V :UNDERTAKING IN LIEU OF EXEMPTION FROM PAYMENT OF GOODS AND SERVICES TAX

I.....on behalf of

M/S.....

....., undertake that
, there is no claim towards Goods and services tax shall be made till completion of the contract. In the event of crossing our exemption limit at a later stage and any Goods and services tax liability shall be discharged on our own main account to the Goods and services tax authorities concerned.

SIGNATURE OF THE CONTRACTOR

Witness

Name:

1.

Address:

2.

SCHEDULE – A

ITC Undertaking to be submitted by the supplier in non-judicial stamp paper of value not less than ₹500/-

To

The SE/GC/Erode,
TNGECL.

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

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

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

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

Signature of supplier with Company Seal.

Note:

Supplier may strike out the para not applicable

SCHEDULE –B

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

(To be furnished in non-judicial stamp paper value of not less than Rs. 500/-)

This Undertaking executed aton this (date)
Month Two Thousandby M/s, a company 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 Green Energy Corporation Ltd., incorporated under company's Act, having its registered office at 144, Anna Salai, NPKRR Maaligai, Chennai – 600 002, hereinafter called the Purchaser (which expression shall where the context admits mean and include its successors in office and assigns).

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

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

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

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

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

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

SIGNATURE WITH SEAL

WITNESSES:

(Signature with Name and Address)

- 1.
- 2.

SCHEDULE –C

UNDERTAKING FOR PAYMENT OF DUES TO TNGECL

(To be furnished in non-judicial stamp paper of value not less than Rs.500/-)

THIS DEED OF UNDERTAKING executed aton this day of Two thousand and -----

--

THE ----- By messers.

Hereinafter called the "TENDERER" (which expression where the context so admits mean and include their agents, Representatives, Successors- in – office and Assigns).

TO AND IN FAVOUR OF

The TNGECL is a company registered under companies Act, 1956 having its office at NPKRR Maaligai, 144, Anna salai, Electricity Avenue, Chennai- 600 002, hereinafter called the "Corporation" (which expression shall where the context so admits mean and include the successors- in- office and assigns).

WHEREAS the corporation has called for an undertaking from the Tenderer empowering the Corporation to recover the dues if any.

NOW THIS UNDERTAKING WITNESSETH the corporation is empowered to recover any dues against this contract in any bills/security deposit/E.M.D due to the Tenderer either in this contract or any other contracts with the Corporation. Further, the Tenderer hereby authorises the Corporation to recovery, any dues against any other contract of the Tenderer with the Corporation with the available amount due to the Tenderer against this contract.

IN WITNESS WHERE OF Thiru. acting for and on behalf of the Tenderer has signed this deed on the day, month and year herein before first mentioned.

- COMPANY SEAL-

SIGNATURE OF THE TENDERER

NAME :

DESIGNATION:

SCHEDULE –D

SE/EGC/General/15/2025-26/ Dt. .01.2026

GUARANTEE CERTIFICATE (If Applicable)

We the undersigned M/s..... hereby guarantee the satisfactory operation and good – Erection of new air vent pipe - 2 nos. (Near intake gate) in Unit 2 by replacing corroded Air vent pipe at Barrage Power House – IV / Uratchikottai2026 after completion of entire scope of works vide Works Contract Order

Any defects noticed during this period shall be rectified free of cost to the TNGECL within 2 (Two) months from the intimation of defect/failure. Irrespective of number of failures and repairs, we are responsible for free replacement of the defective materials till the completion of guarantee period. If they are not rectified or replaced within this period we 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. The incidental expenses, insurance and freight charges for the replacement of defective materials within the guarantee period shall also be borne by us till the completion of guarantee period.

The guarantee among other things are the following:

2. Quality and strength of the materials used.
3. Satisfactory operation of the equipment.
4. Safe stresses in all parts under all conditions of operations.
5. Protection of equipments against vibration and corrosion.
6. Workmanship
7. Replacement of parts which become defective under proper use
8. Performance figures given in the schedule of guaranteed technical particulars

Place:

Date :

SIGNATURE WITH SEAL

