



**TAMIL NADU TRANSMISSION CORPORATION LIMITED  
CHENNAI  
TAMIL NADU**

**WORKS CONTRACT FOR HOUSE KEEPING (CLEANING, SWEEPING AND  
CONSERVANCY WORKS) IN KILPAUK 230KV SS FOR THE PERIOD 75 DAYS  
(WITH A LIMIT OF 25DAYS PER MONTH) FROM THE DATE OF UTILIZATION.**

**IN CHENNAI OPERATION CIRCLE/ NORTH**

**SPECIFICATION No. : LT.NO: 05/2023-24**

**DUE DATE : 26.12.2023**

**OFFICE OF THE EXECUTIVE ENGINEER,  
230KV KILPAUK SUBSTATION  
CHENNAI-10**

**TANTRANSCO LTD**

1	Tender Specification No.	EE/O/ KLPK/ LT.NO. 05/ 2023-24 dated 12.12.2023
2	Name of work	Works contract for Housekeeping (cleaning, sweeping and conservancy works) for the period of 75days (with a limit of 25days per month) from the date of utilization in Kilpauk 230KV Sub Station.
3	Nature of tender	Works Contract
4	Method of Tender	Limited Tender
5	(a) Earnest Money Deposit (EMD)	Rs.810/- (Rupees Eight hundred and Ten only) through Demand Draft/Bank Guarantee valid for one year in favour of the Superintending Engineer/ Operation/North, payable at Chennai.  Note: 1. Exemption based on Permanent EMD (PEMD) is not accepted.
6	Submission of tender documents	Office of the EXECUTIVE ENGINEER OPERATION/230KV KILPAUK SS, KILPAUK,CHENNAI-10 Email:eeoklpk@tnebnet.org
7	Date& time of opening of tender	26.12.2023 @15.00 Hrs
8	Tender documents are available at	TANTRANSCO web site ( <a href="http://www.tantransco.gov.in">www.tantransco.gov.in</a> )
9	Clarification to be sought for from	Office of the EXECUTIVE ENGINEER OPERATION/230KV KILPAUK SS, KILPAUK,CHENNAI-10 <a href="mailto:eeoklpk@tnebnet.org">Email:eeoklpk@tnebnet.org</a>
10	Place at which tenders will be Opened	Office of the EXECUTIVE ENGINEER OPERATION/230KV KILPAUK SS, KILPAUK,CHENNAI-10 <a href="mailto:eeoklpk@tnebnet.org">Email:eeoklpk@tnebnet.org</a>

**NOTE:**

In the event of the specified date of opening of bids being declared holiday, the bid will be opened on the next working day at the same time and venue.

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## SECTION - I

### EARNEST MONEY DEPOSIT

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

Earnest Money Deposit: Rs.810/- (Rupees Eight hundred and Ten only)

#### **MODE OF PAYMENT:**

Demand draft:

The Earnest Money Deposit specified above should be remitted as cash to the **AAO/Cash/CEDC/WEST/TANGEDCO** or by Demand Draft drawn in favour of **The Superintending Engineer/Operation/North, Chennai** from any of the Nationalised / Scheduled /Foreign Banks with branches in India payable at Chennai-600080. The proof of receipt for having paid the E.M.D. or the Demand Draft shall be submitted.

#### **BANK GUARANTEE:**

The Earnest Money Deposit specified above should be in the form of Irrevocable Bank Guarantee from nationalized bank. In case of irrevocable Bank Guarantee from nationalized bank, it should be a single Bank Guarantee valid for a period of one year. The format is enclosed in Schedule G.

The EMD will not carry any interest.

## EXEMPTION OF EMD:

The MSME's which have filed Udyog Aadhar Memorandum (UAM) and obtained UAN (Udyog Aadhar Number) with registration certificate shall be exempted. The Small Scale Industrial units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation or the National Small Industries Corporation or Holding Acknowledgement issued for Entrepreneur Memorandum Part-II obtained from the District Industries Center in respect of those items for which the Registration Certificate/ Acknowledgement has been issued, Department of the Government of Tamil Nadu and Undertakings and Corporations owned by Government of Tamil Nadu, Labour Contract Co-operative Societies, Tiny Industries classified under SSI registered with the State of Tamil Nadu and Registration Certificate issued by Department of Industries and Commerce/Government of Tamil Nadu, Small Scale Industrial Units located outside the State and such of these units registered with National Small Industries Corporation in respect of the items manufactured by them are the only categories of Institutions/Industries exempted from the payment of Earnest Money Deposit, Udyog Aadhar Memorandum submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI units while participating in TANTRANSCO tenders.

Exemption from payment of EMD to Micro & Small Industries under MSMED Act 2006 – Reclassification of Enterprises by composite criteria – NOTIFICATION – Reg. Government of India, Ministry of MSME, vide Notification No.S.O.2119(E)dated 26.06.2020.has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registrationin “Udyam Registration Portal” to obtain an e-certificate viz. Udyam Registration Certificate.

### Composite Criteria:

A composite criterion of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprises as Micro, Small and Medium. The composite criteria stipulated in the said notification are to be complied by the micro and small industries for claiming EMD exemption and purchase preference in TANTRANSCO tenders floated from 01.07.2020 onwards.

### Classification of Enterprises:

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

- a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;and

- a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

#### Calculation of Turn over:

In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification. However, it is suggested to insist a certificate from Chartered Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover.

#### Calculation of Investment:

The Plant and Machinery shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the Explanation I to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery. The investment value in Plant and machinery for the purpose has to be certified by a Chartered accountant and the same is to be uploaded in the bid in case the bidder claims EMD exemption.

#### Registration of existing enterprises:

and purchase preference in TANTRANSCO tenders floated from 01.07.2020 onwards.

#### Classification of Enterprises:

- All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.
- The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of March, 2022.
- An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

Updation and transition period in classification:

- An enterprise having Udyam Registration Number shall update its information Online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self declaration basis.
- In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.
- In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

Those tenderers who are exempted from payment of EMD shall upload a scanned copy of an undertaking in lieu of EMD in a Non-judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only) in the form as per Schedule-F to the effect to pay as penalty an amount equivalent to EMD or an amount equal to the loss incurred whichever is high in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. The State Government, Public Sector Undertakings who are exempted from payment of EMD, should also pay as penalty an amount equivalent to the amount fixed as EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract. The original proof (Undertaking in lieu of EMD) shall be furnished on or before opening of tender. The undertaking in respect of the value is to be furnished in lieu of EMD.

Those tenderers who are exempted from payment of EMD participating in TENDERS and not uploading THIS UNDERTAKING WILL BE rejected.

Small Scale Industries registered within the State of Tamil Nadu shall upload duly attested scanned copy of their Registration Certificate and Udhyyog Aadhar Memorandum showing the subject materials specifying capacity which they are permitted to manufacture and the period of validity of the certificate as proof of eligibility for exemption from payment of EMD.

The prospective bidders shall upload the audited attested copy of Profit and Loss Account, Balance sheet with the value of Plant & Machinery, along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm.

All SSI / NSIC units shall upload the above audited /certified copy of Profit and Loss Account, Balance sheet with the investment value of Plant & Machinery, along with the proof for exemption from payment of EMD. If not furnished along with undertaking, the tenders will not be evaluated. In case the investment held by them in Plant and Machinery as per their financial statement of Accounts exceeds Rs.10 Crores, the General Manager, District Industries Centre concerned shall be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager, District Industries Centre concerned the exemption from paying EMD for SSI units shall not be extended.

The instructions issued vide Exemption from payment of EMD to Micro & Small Industries under MSMED Act 2006 as given above in sub clause 8(B) must be taken into account for calculation of turnover and for investment in Plant and machinery for the purpose and the same has to be certified by the Chartered Accountant and the certificate may be uploaded.

Conditions for Liable for rejection of bids:

- TENDERS RECEIVED WITHOUT THIS UNDERTAKINGS as prescribed, WILL BE DISQUALIFIED.
- Tender will be rejected if the undertaking is not signed/ authenticated in all pages of undertaking.
- Signature of 2 Nos. witnesses should be affixed at the end of undertaking along with details of name and address.
- The tenderers shall upload the scanned copy of audited attested copy of Profit and Loss account/ Balance Sheet along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD.
- Others viz. Central and other State Government Departments/Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Executive Engineer/Operation/230KV Kilpauk SS after intimation of the rejection / non-acceptance of their tenders sent to them.

CHEQUE will not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.



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The Earnest Money Deposit made by the Tenderer will be forfeited with applicable GST if:

- He withdraws his tender or backs out after acceptance.
- He withdraws his tender before the expiry of validity period stipulated in the specification or fails to remit the Security deposit cum Performance.
- The tenderer violates any of the provisions of these regulations contained herein.
- The tenderer revises any of the terms quoted during the validity period.
- The tenderer produces bogus documents or if the documents contain false particulars.
- In the event of the document furnished with the offer being found to be bogus or the documents contain false particulars; the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders/contracts in TANTRANSCO/TANGEDCO.
- In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and the Purchase Order will be cancelled. The work award will be issued to L2 tenderer.
- The EMD received from the unsuccessful tenders will be refunded on finalization of tender and on getting application for refund along with pre-stamped receipt.

Apart from the above, TANTRANSCO has the right to adopt any changes, based on the TANTRANSCO's Accounts Branch instructions, with regard to extending exemption from paying EMD.

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**SECTION – II**

**BID QUALIFICATION REQUIREMENTS (BQR)**

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

The Tenderer should have executed similar works for any 2 years out of last 5 Years, elsewhere in TANTRANSCO/TANGEDCO or in any Government bodies, PSU, other state power utilities.

The bidder should furnish documentary evidences for the works executed in the last 5 years and performance certificate from the end user in support of the above Bid Qualification Requirement along with the BID Documents.

The tenderer should have EPF, ESI Registration number and GSTIN Number in the name of his/her/firm.

The experience as a subcontractor will not be considered for qualifying the experience criteria specified above.

**Note:**

All the copies of documents furnished as documentary proof for compliance with BQR's should be duly attested.

The offers of bidders not satisfying the above Bid Qualifying Requirements will be summarily rejected.

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**SECTION – III**

**REJECTION OF TENDERS:**

Tenders will be SUMMARILY rejected if The EMD requirements are not complied with.

Not satisfying any of Bid Qualification Requirements.

If the documents furnished with the offer are found to be bogus or the documents contain any false particulars.

The Tenderers should quote for tendered quantity. The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed will be summarily rejected

Tender is LIABLE to be rejected, if it is:

Not covering the entire scope of work.

With validity period less than that stipulated in this specification.

Not in conformity with TANTRANSCO's Commercial terms and Technical Terms.

Not signed properly by the tenderer.

Received from a Tenderer who is directly or indirectly connected with Government service or TANTRANSCO Service or services of local authority.

From any black listed Firm or Contractor.

Received by Telex/FAX.

From a tenderer whose past performance/Vendor rating is not satisfactory.

Not containing all required particulars as per Schedules.

Not furnished GSTIN of the tenderer in the offer.

Failure to furnish all the Schedules and annexures.

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## SECTION – IV

### INSTRUCTIONSTO TENDERERS

Provisions of Tamil Nadu Transparency in Tenders Act 1998 and TamilNadu Transparency in Tender Rules 2000 and subsequent amendments will be applicable to this tender

The tenderers who do not fulfill the “BID QUALIFICATION REQUIREMENTS” as per section- III need not participate in the tender. Offers not satisfying the “Bid qualification requirements” will not be considered and will be summarily rejected.

#### **SCOPE OF Work:**

The scope includes Works contract for Housekeeping (cleaning, sweeping and conservancy works) in Kilpauk 230KV Substation and its premises, in respect of Operation Circle/North.

#### **SINGLE PARTTENDER:**

The Tender shall be in SINGLE PART as detailed below.

- Proof for payment of EMD / Exemption from payment of EMD.
- All required technical and commercial documents including documentary evidences to satisfy the Bid Qualification Requirement.
- PRICE BID (BOQ).

If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the O/o Executive Engineer/Operation/230KV Kilpauk substation. If this is not done and subsequent to the opening of the tenders, it is found that the doubt, about the meaning or ambiguity in the interpretation, if any of the terms and conditions stipulated in the specification are raised by the tenderer either in this tender or by a separate letter, the interpretation or clarification issued by the O/o Executive Engineer/Operation/230KV Kilpauk substation on such terms and conditions shall be final and binding on the tenderer.

The tender documents submitted shall be serially numbered.

All information in the tender offer shall be in ENGLISH only. All tender offers shall be prepared by typing or printing in the formats enclosed with the specifications. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender document shall be attested by the person signing the tender offer.

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

Tenderer shall bear all costs associated with the preparation and submission of bid and the Engineers in charge of the concerned substation will in no case be responsible or liable for these costs.

No offer shall be withdrawn by the tenderer in the interval between the deadline for submission and the expiry of the period of validity specified/extended validity of the tender offer.

The tenderers are requested to furnish the exact location of their Registered Offices with detailed postal address and Pin code, Telephone and Fax nos. etc., in their tender so as to arrange inspection by the TANTRANSCO, if considered necessary.

Telex/Fax/E-Mail offers will not be entertained and will be rejected.

#### **OPENING OF BID:**

- The Tender Opening Authorities will open all the Bids received, at the scheduled date and time and this could be viewed by bidders. In the event of the specified date of Bid Opening being declared a holiday for the Tender Inviting Authority, the bids will be opened at the appointed time and location on the next working day.
- In all cases, the amount of bid security and validity of the bid will be scrutinized. Receipt of original document of bid security will be confirmed by the Tender Inviting Authority.
- The Bidders' names, the Bid prices, the total amount of each Bid, the presence or absence of Bid security, and such other details as the Tender Inviting Authority may consider appropriate, will be recorded by the Tender Inviting Authority on. No bid shall be rejected at bid opening.

#### **PROCESS OF BID:**

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract will not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder. To assist in the examination, evaluation, and comparison of Bids, the Tender Inviting Authority may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be by email, but no change in the price or substance of the Bid will be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Tender Inviting Authority in the evaluation of the Bid.

Prior to the detailed evaluation of Bids, TANTRANSCO will determine whether each Bid (a) meets the eligibility criteria, (b) has been properly signed, (c) is accompanied by the required securities and documents and (d) is substantially responsive to the requirements of the Bidding documents.

Prior to detailed evaluation the TANTRANSCO will determine the substantial response of the bid A substantially responsive Bid is one which conforms to all the terms, conditions and

specifications of the Bidding document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the TANTRANSCO's rights or the Bidder's obligations under the Contract; or (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

No Bidder shall contact the Tender Inviting Authority on any matter relating to his bid from the time of the bid opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he should do so in writing or mail.

Any effort by the Bidder to influence the Tender Inviting Authority in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid. Attempt by any tenderer to bring to bear extraneous pressure on the tender accepting authority shall be the sufficient reason to disqualify the offer of the tenderer”.

The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the TANTRANSCO.

Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANTRANSCO for rejection of his offer. The TANTRANSCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the TANTRANSCO.

#### **CURRENCY FOR BID:**

The Currency of the bid is in Indian Rupees.

#### **EVALUATION AND COMPARISON OF BIDS:**

“The tender will be evaluated strictly as per Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof till date”.

The Tender Inviting Authority will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 4.14.

For the purpose of evaluation of the tender offers, the following factors will be taken into account:

- The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.
- The evaluated price shall be arrived in compliance with the provision of GST on the Transaction value i.e. (Ex works price + Freight and Insurance) + GST. Import of goods would be treated as interstate supplies and would be subject to IGST.

- Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or outside state or bidders are within the State and outside TN.

In determining the lowest evaluated price the following factors will be considered.

- The quoted price will be corrected for arithmetical errors.
- In case of discrepancy between the price quoted in words and figures, lower of the two shall be considered.
- The rates quoted by the eligible lowest tenderer in the tender will be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined. All eligible bidders who accept the rate will be listed.
- For the purpose of evaluation, the provisions of Tamilnadu Transparency in Tenders Act 1998 & Tamilnadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- Total value of the tender amount will be considered for evaluation.
- As the tender is single part tender the price bid is opened along with Techno – Commercial bid. The bidders who have satisfied the BQR, Techno – Commercial conditions will only be considered eligible for Price Bid evaluation. The eligible L1 bidder will be determined who have satisfied the BQR, Techno – Commercial conditions and quoted the lowest price.
- In the case Bidder who has quoted lowest price but does not satisfy the BQR, and Techno – Commercial conditions, then that Bid will be disqualified and second lowest price bid among the bidders will be evaluated for BQR, Techno – Commercial conditions. If all the conditions are satisfied, then the next lowest price bid will be determined as L1. The same evaluation method will be adopted for all the quoted Bidders.

#### **VALIDITY:**

The tender offer shall be kept valid for acceptance for a period of 180 days from the date of opening of offers. The offers with lower validity period are liable for rejection.

#### **RIGHTS OF THETANTRANSCO:**

Notwithstanding anything contained in this specification the TANTRANSCO reserves the right to:

- Accept the lowest or any other tender,
- Reject any or all the tenders or cancel without assigning any reasons thereof,

- To relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the interest of the TANTRANSCO.
- To cancel the orders for not keeping up the execution/delivery schedule.
- In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANTRANSCO.
- After negotiation with the tenderer and before passing the order accepting a tender, if the tender accepting authority decides that the price quoted by such tenderer is high, the tender is liable for rejection.
- In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and the LOA will be cancelled. The LOA will be made to L2 tenderer

**DEVIATIONS:**

- The tenderer shall furnish, the deviations if any in the Commercial and Technical terms in the Schedule – C1 and C2 Annexed. Deviations mentioned elsewhere will not be considered. If deviations are not furnished, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly if any deviations are furnished in the Schedules- C1 and C2, it will be construed that these are the only deviations and the tenderer is accepting all other terms of the specification and the offer will be taken for evaluation accordingly.
- THE OFFERS OF THE TENDERERS WITH DEVIATIONS IN COMMERCIAL TERMS OF THE TENDER WHICH COULD NOT BE ACCEPTED, IT WILL BE REJECTED.

**NO ALTERNATIVE OFFER WILL BEACCEPTED.**

➤ **APPEAL:**

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

➤ **BAR ONJURISDICTION:**

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

**DESTINATIONS WHERE WORKS AREREQUIRED:**

The prices quoted should be for the work execution at Kilpauk 230KV Substation.

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## SECTION – V

### COMMERCIAL

#### SCOPE:

The scope includes Works contract for Housekeeping (cleaning, sweeping and conservancy works) in Kilpauk 230KV Substation and its premises, in respect of Operation Circle/North as listed in the work award.

#### PLACING OF ORDERS:

It is not binding on the TANTRANSCO Ltd to accept the lowest or any tender. The TANTRANSCO Ltd reserves the right to split and place orders for the items with different tenderers and for revising the quantities at the time of placing the orders.

The award of contract will be issued to the successful tenderer with all TANTRANSCO's terms and conditions, duly indicating the approved unit rates and the work allotted to them. The approved rates will be FIRM and valid for 180 days from the date of receipt of award of contract.

During the period of the contract, the work schedule for the respective Substation given by the Executive Engineer/Operation indicating the works to be carried out shall be done according to TANTRANSCO's requirement as per the conditions mentioned in Section-VII.

#### PRICE:

The Tenderers are requested to quote FIRM price only and variable price will not be accepted.

The prices quoted shall be.

- The split-up details of price as per Schedule-A shall be entered in the appropriate boxes provided.
- GST. (Percentage and amount).

It is the responsibility of the Tenderer to make sure about the correct rates of tax leviable on the materials at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TANTRANSCO will not be responsible for the mistake.

The tenderer should quote their rates taking into account the (Input Tax Credit (ITC) relief available to them on account of GST already paid. An Undertaking to this effect may be furnished along with the tender as per SCHEDULE-F enclosed to Specification. The tenderers shall upload a submit copy of an Undertaking towards ITC in a Non-judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only) in the form as per SCHEDULE-F.

The tenderer shall indicate the Permanent Account Number and shall attach the PAN copy and GSTIN of the firm with proof along with the tender.

The successful tenderer shall give an undertaking to the effect that if lower prices are offered to anyone else during the period of one year from the date of order, the same benefit shall be passed on to TANTRANSCO.

#### GOODS AND SERVICES TAX [GST] :

The tenderers who opt for Composition Scheme shall submit the documentary evidence for having registered under Composition scheme and shall not claim GST in their Invoices.

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.

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

The TANTRANSCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4780AFZA). The GST Registration No of TANTRANSCO (for TDS) is 33CHET12024F1DI.

In case of delayed delivery, the GST prevailing on the date of actual delivery or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier/contractor shall furnish documentary evidence while submitting the bills for payment.

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

Any increase in GST rate consequent to the supplier/contractors coming into different slab during the execution of the contract shall have to be taken into account and the all-inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST rate due to statutory Variation within the contract delivery date shall be considered by the TANTRANSCO Ltd.

GST @ 18% or as applicable from time to time will be applied and recovered on LD, forfeiture of EMD/SD.

GST recovery on above is eligible for Input Tax Credit (ITC).

Tax Deducted at Source (TDS):

TDS on GST @ 2% or as applicable from time to time will be deducted on the taxable value for the private agencies.

TDS under GST will not be deducted in respect of the supply of Goods and Services of both from Public Sector Undertaking (i.e) any company in which not less than 51% of paid up share capital held by the Central Govt. or by any State Govt. Or Governments or partly by the Central Govt. and partly by one or more State Govt. and includes the company which is subsidiary of such a Government company.

GST – E-WayBill:

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

**PERIOD OF COMPLETION:-**

The period of work shall be four months from the actual of commencement of work in the respective Sub Station as mentioned in page 2. The officer in charge of the respective Sub Station shall declare the actual date of commencement of work in their Sub Station.

**INSURANCE:**

Contracting firms shall arrange insurance for the men and materials being supplied by them, through any of the Nationalized Insurance Companies. It will be the responsibility of the tenderer to make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance Under-writers/Carriers and accident for workers.

- The contractor should take “Accident Risk Insurance Policy” (For workers with daily wage above Rs.700/- who are not covered under ESI) before taking over the site for taking up the work and also to satisfy, that the policy/policies is/are kept in force till the contract is completed and the works are taken over by the TANTRANSCO, on the issue of completion certificate.
- Recoveries will be made from contractor's bills for any liability for the accidents and refund of the same considered later after the claims is fully settled by the Insurance authorities.

**Payment:**

Payment will be made by O/o Deputy Financial Controller/West at office of SE/CEDC/West Chennai.40 within reasonable time after submission of the bills in complete shape. Payments will not be made for the works not carried out.

Payment will be made from any one of the Nationalized Banks approved by Reserve Bank of India in Tamil Nadu by DFC/CEDC/West on submission of bill through the concerned Executive Engineer. The Bank charges involved in making the payment will be to the account of the Tenderer. The Tenderer has to furnish the following details of the Bank Account to which the payment be credited.

- Name of the Account Holder.
- Name of the Bank.
  
- Branch.
- Account No.
- IFSC code of the Branch.

For the works carried out within the contractual period:

- 100 % of payment will be paid on monthly basis on completion of works and submission of bills with required documents.
  
- For the works carried beyond the contractual delivery period:
  
- payment 95 % of will be paid on monthly basis after deducting the appropriate amount of liquidated damages on completion of works and submission of bills with required documents and the balance 5% will be payable after completion of contract.

The GST will be admitted only on production of documentary evidences.

In TANGEDCO/TANTRANSCO cloud audit the Digital Based Statutory Compliance Services will be integrated with the Bill Processing System. The bills will be processed only after obtaining the Statutory Compliance Clearance Certificate from the Online Compliance Service Providers. The charges for the 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.

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

- Security Deposit cum Performance Guarantee for 5% value of the order.
- Undertaking towards jurisdiction for legal proceedings.
- Declaration on ITC Benefit.
- Guarantee certificate.
- Clearance of the Statutory compliances by the cloud Audit

**SECURITYDEPOSIT:**

- The successful tenderer will have to furnish 5% value of Purchase Order as Security Deposit cum Performance Guarantee. The payment should be made through Demand Draft drawn in favour of Superintending Engineer/Operation/North, TANTRANSCO, payable at Chennai.
- In the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order will be cancelled. The award will be made to L2 tenderer. The Security Deposit cum Performance Guarantee will be refunded only if the contract is completed to the satisfaction of the TANTRANSCO and on expiry of guarantee period after ensuring that defects/Damages during the guarantee period are rectified/replaced. If the TANTRANSCO incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the contractor to the TANTRANSCO, then the TANTRANSCO will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit cum Performance Guarantee and such amount that is appropriated will not be refunded to the contractor.
- Failure to comply with the terms regarding Security Deposit cum Performance Guarantee set out in the order within the stipulated time, the successful tenderer will entail cancellation of the order without any further reference to the contractor.
- If the performance period of the contract is over and if the material and Workmanship within guarantee period were defective and are still pending for want of repair/replacement then the original Security Deposit cum Performance Guarantee will not be released.

After payment of security deposit, the contractor has to execute an agreement with the Executive Engineer/ Operation/Kilpauk 230KV Substation,Chennai-10 in prescribed format

**GUARANTEE:**

- All area should be cleaned up to the level of satisfaction of the field engineer without any area omission.

**COMPLETION OFWORKS:**

- At the time of issuing acceptance order, based on the requirements and contingencies,

TANTRANSCO has right to advance/postpone the work Schedule at the time of placing Order. Liquidated damages clause shall apply for belated completion.

- TANTRANSCO reserves the right to cancel the order if the work was not carried out as per work schedule. TANTRANSCO also reserves the right to cancel the order if the work schedule is not kept up, without any further notice to the contractor.
- The TANTRANSCO will be at liberty to cancel the contract if the work is not made as per the time schedule specified, notwithstanding its right to claim liquidated damages for the belated completion of work. The defaulting contractors will be liable to pay to the TANTRANSCO in addition to the liquidated damages for delay.
- The schedule for work period will not normally be extended. Hence all efforts shall be taken to deliver / complete the above said works within the contractual period.

#### **LIQUIDATED DAMAGES:**

The completion of work as specified should be guaranteed by the contractor under the Liquidated Damages Clauses given below:

- if the contractor fails to complete the house keeping works as per the schedule and within the time specified or any extension thereof, TANTRANSCO shall recover from the contractor as liquidated damages, a sum of half a percent (0.5%) of the contract value for the non completed work in the respective station/SS for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the total contract value. The actual date of completion will be, reckoned as date of completion of work for this purpose. Liquidated damages will be done for the belated work. It is the responsibility of the contractors in time to keep up the work schedule in time. The LD amount will attract GST.
  - if the works to be rendered against the Contract are made by the contractor beyond the period of completion stipulated in the indent and if they are accepted by the TANTRANSCO, such acceptance is without prejudice to the TANTRANSCO's rights to levy liquidated damages for the delay in work completion.
  - The TANTRANSCO will also be at liberty to cancel the order if the work is not made as per the work schedule specified in the indent, notwithstanding its rights to claim
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Liquidated damages for the belated work completion as on the date of cancellation.

- The contractors are liable to pay the amount of loss sustained by the TANTRANSCO in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TANTRANSCO under the terms and conditions of contract and in the event of awarding the work on some others at a higher price.
- Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
- if there is any downward trend in prices on account of belated work, the tenderers have to accept the same with the levy of liquidated damages, for belated completion of work.
- The defaulting contractors will be liable to pay to the TANTRANSCO in addition to Liquidated Damages for delay, the actual difference in price wherever TANTRANSCO award the balance work to other agencies at a higher cost.

#### **FORCE MAJEURE:**

- The contractor shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:
- Any cause which is beyond the reasonable control of the contractor or Engineers in charge of the concerned substation as the case may be Natural phenomena, such as floods, drought, earthquakes and epidemics.
- Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
- Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, break down of essential machinery or equipments etc.
- Strikes, slow down, and lockouts.
- Failure or delay in the contractor's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the contractor produces documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply. All the provisions of this clause shall apply whether the disruption cause is total or partial in its effect upon the ability of the contractor to perform.

#### **NOTE:**

The cause of force majeure condition will be taken into consideration only if the contractor notifies within 15 days from the occurrence of such eventualities. The Engineers in charge of the concerned substation shall verify the facts and grant such

extension as the facts justify. For extension due to force majeure conditions, the contractor shall submit his representation with documentary evidence for scrutiny by the Engineers in charge of the concerned substation and decision of the Engineers in charge of the concerned substation shall be binding on the firm.

- Provided that if the performance in whole or part by the contractor on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANTRANSCO may at its option terminate the contract by a notice in writing.
- The Power cut shall not be considered under 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.

#### WORK SCHEDULE INSTRUCTIONS:

The details of work schedule will be furnished by the respective Executive Engineers/ Operation

#### RESPONSIBILITY:

The Tenderer is responsible for execution of the said works at the destination station satisfactorily. All risks connected with the tendered work should be borne by the contractor.

#### FAILURE TO EXECUTE THE CONTRACT:

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

#### NON-ASSIGNMENT:

The contractor shall not assign or transfer the contract or any part thereof without the prior approval of the Engineers in charge of the concerned substation.

#### EFFECTING OF RECOVERIES:

Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security Deposit held and / or any other amount due to the contractor from the TANTRANSCO from this Contract as well as from other contracts.

#### RECOVERIES OF DUES:

The Board is empowered

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



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

**RAW MATERIALS:**

It is the responsibility of the tenderer to make his/her own arrangement to procure the necessary materials, availing tools and plants required for the work.

**INCOME TAX PERMANENT ACCOUNT NUMBER AND TIN NUMBER:**

The tenderers should furnish the permanent Account number issued by Income tax Department with the Tender. The tenderer shall furnish the GSTIN Number of the firm along with the proof in the tender.

**ARBITRATION ACT NOT TO APPLY:**

The TANTRANSCO 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.

**PAST PERFORMANCE:**

The intending tenderers shall furnish the documentary evidence with details of Rate Contract Orders executed during the last five years in the proforma enclosed in the Tender Specification as per Schedule-B. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenders in future.

**JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT)**

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, Madras, City Civil Court at Chennai or at the Court of small causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful Tenderer shall furnish an undertaking as per Annexure in a non judicial stamp paper of Rs.80/-agreeing to the above condition.

Performance Guarantee if any submitted will be released on expiry of guarantee period after ensuring that defects/damages during the guarantee period are rectified/ replaced.

**QUANTITY ALLOCATION:**

At the time of issuing contract for the materials and work, TANTRANSCO reserves the right to

allocate the work after ensuring the capacity, ability of supply, work offered and the past performance.

#### LIABILITY FOR ACCIDENT TOPERSONS:

- The CONTRACTOR shall indemnify and save harm to the Engineers in charge of the concerned substation against all rejections, 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 the works whether under the general law or under the workmen's compensation Act, 1923, or any other statute in force on the date of the contract, dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under.
- On the occurrence of an accident which results in the death of the workmen employed by the CONTRACTOR or which is due to the contract work and if so serious as to be likely to result in the death of any such workmen, the CONTRACTOR shall within 24 hours of happening of such accident intimate in writing to the concerned ENGINEER and such officers required by the provision of the workmen's compensation Act the fact of such accident. The CONTRACTOR shall indemnify the TANTRANSCO against all loss or damages sustained by the TANTRANSCO resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by the TANTRANSCO as a consequence, of the TANTRANSCO's failure to give notice under the workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.
- In the event of any claim being made, or action brought against the Engineers in charge of the concerned substation involving the CONTRACTOR and arising out of the matters referred to and in respect of which the CONTRACTOR is liable under clause, the CONTRACTOR shall be immediately notified thereof, and he shall with the assistance, if he so require, of the Engineers in charge of the concerned substation but at the sole expense of the CONTRACTOR, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the Engineers in charge of the concerned substation shall, at the expense of the CONTRACTOR, afford all available assistance for any such purpose.
- In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VII of 1923 and any subsequent amendment

Thereof whether by the CONTRACTOR, or by the TANTRANSCO, as principal it shall be lawful for the ENGINEERS in charge of the concerned substation to retain out of money due and payable to the CONTRACTOR such sum or sums of money as may be in the opinion of the said ENGINEERS in charge of the concerned substation be sufficient to meet such liability.

- The opinion of the ENGINEER shall be final in regard to all matters arising under this clause and will not be subject to any arbitration.
- Liability for damage or loss to third party including inspection officers due to act of the CONTRACTOR or his plant or SUB-CONTRACTOR connected with the execution of the contract shall be fully borne by the CONTRACTOR. The CONTRACTOR shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the Workmen's compensation Act. All cases of accidents or injuries shall be reported to the ENGINEER with all the full details required for the settlement under the workers' compensation Act.

#### LIABIALITY FOR DAMAGE TO WORKS ORPLANTS:

- The CONTRACTOR shall during the progress of the work properly cover up and protect the work and plant from damage by exposure to the weather, and shall take every reasonable proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the CONTRACTOR or his workmen or his sub-contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the CONTRACTOR and to the reasonable satisfaction of the ENGINEERS in charge of the concerned substation Should such loss or damage happen to units of works or plant or materials falling outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the CONTRACTOR to the satisfaction of ENGINEERS in charge of the concerned substation
- In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the Engineers in charge of the concerned substation, be made good by the CONTRACTOR in like manner but at the cost of the Engineers in charge of the concerned substation at a price to be agreed between the contractor and the Engineers in charge of the concerned substation and the Engineers in charge of the concerned substation shall pay to the CONTRACTOR the contract value of the portion of the works so lost or damaged or any balance of of such contract value remaining unpaid as the case maybe.

- Until the work shall be deemed to be taken over as aforesaid, the CONTRACTOR shall also be liable for and shall indemnify the Engineers in charge of the concerned substation in respect of all damage or injury to any person or to any property of the Engineers in charge of the concerned substation or of others occasioned by Act of the CONTRACTOR or his work men or his sub-contractors or by defective design, work or material but not due to cause beyond his reasonable control.
- Provided that the CONTRACTOR shall not be eligible under the contract for any loss or profit or loss of contracts or any claims made against the Engineers in charge of the concerned substation not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the Engineers in charge of the concerned substation or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the CONTRACTOR has not control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

#### SATISFACTORY COMPLETION OF THE CONTRACT:

If the contractor fails to execute the works satisfactorily as per the contract entered into, then the Security Deposit retained in this office will be forfeited. The contract will be terminated by the Executive Engineer/Operation/Kilpauk 230KV Substation/Chennai at any time during the contract period.

#### AGREEMENT & INDEMNITY BOND:

The successful tenderer shall agree to the terms and conditions of the contract and shall execute an agreement and indemnity bond in a Non-Judicial stamp paper to a value of Rs.80/- each.

#### SUBLETTING OF CONTRACT:

- The contractor shall not, without the consent in writing of the TANTRANSCO, assign or sublet his contract including supply of material or any substantial part thereof, provided that any such consent shall not relieve him from any obligation, duty or responsibility, liability under the contract. If the contractor sublets or changes the sub-contractor without notification to the TANTRANSCO, then TANTRANSCO shall not make payments for such works / materials. If any defects / damages in works or materials are noticed in such unauthorized sublet portion within the expiry of guarantee period / TANTRANSCO reserves the right to rectify / redo the defective goods / works at its own cost; and such cost / damages will be recovered from contractor.
- The tenderer should furnish an undertaking that he is responsible for any portion of works if carried out by the sub-contractor and he is jointly and severally accountable to the Tamil Nadu Transmission Corporation Limited, in the event of defective design or defaults in the performance.

**IMPERFECTWORK:**

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

**COURTSUIT:**

No suit or any proceedings in regard to any matters arising in any respect under this contract shall be instituted in any court.

**ACCIDENTS:**

The CONTRACTOR shall indemnify TANTRANSCO against all loss or damage sustained by the TANTRANSCO resulting directly or indirectly from his failure to give intimation in writing to the concerned Statutory authorities within the stipulated time under the provisions of the relevant Act as per the provision of the Employee Compensation Act derived by the TANTRANSCO official or the Competent Authority.

- In the event of an accident in respect of which compensation may become payable under the Employee Compensation Act whether by the CONTRACTOR or by TANTRANSCO as principal it shall be lawful for the TANTRANSCO official to retain out of money due to and payable to the CONTRACTOR such sum or sums of money as may, in the opinion of the said TANTRANSCO official be sufficient to meet such liability. The opinion of the TANTRANSCO official shall be final in regard to all matters arising under this class.
- The contractor, at his own expense, shall arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
- In case of accident to any workmen of contractors in the course of handling materials or equipment, the contractor should bear necessary compensation that should be awarded to the persons involved in the accident besides arranging immediate medical aid. In case of failure to pay the compensation within the reasonable time, TANTRANSCO will settle the claim and arrange to recover the same from contractors pending bills.

**QUALITY OF WORK:**

- The work should be carried out strictly in accordance to the specification contained in the schedule under each item of work. Idle time charges for any reasons whatsoever will not be entertained by the TANTRANSCO.

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## **SECTION – VI**

### **SPECIAL CONDITIONS FOR HOUSE KEEPING WORKS**

#### General

The contractor should have sufficient persons of sound physique and health for daily housekeeping works. One amongst them must be literate enough to supervise the house keeping works.

Housekeeping works are to be carried out without causing inconvenience to operation and maintenance of the substation. Necessary safety instructions issued from time to time by the Engineer in charge of the substation are to be followed scrupulously during housekeeping works.

Permission is to be obtained from the Shift in – charge on daily basis before commencing housekeeping works.

Necessary entries are to be made in the housekeeping register available in Control room for the housekeeping works attended.

Permission is to be obtained from Maintenance wing 2 days prior for undertaking the housekeeping works that do not involve daily periodicity.

General tools and special tools for this work should be made available contractor by the contractor should have safe custody of his materials and any loss of materials by theft of otherwise should be made good by the contractor.

The contractor has to execute this work as per the instructions of the Engineers in charge of the substation at site. Any non compliance on the part of the contractor of the above conditions will be viewed seriously and appropriate action will be taken against the contractor in such cases.

The contractor shall take adequate precautions against any accident to the men and materials and shall indemnify the TANTRANSCO against all actions, suits, claims or cost expenses, arising out of such accident under the general law and under the workmen's Compensation Act or any other informer at that time.

It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employees against any accident from any cause and he shall

indemnify the TANTRANSCO against any claims for damages for injury to person or property resulting from any such accident and shall also where the provisions of the Workmen's Compensation Act applied and take steps to property insure against any claims there under by way of accident , risk, insurance, demand for all purpose relief.

Any difference of opinion or dispute if any between the TANTRANSCO sub ordinates and the contractor representatives shall be cleared before further preceding the work.

The contractor shall make own arrangements for pumping, transport using suitable vehicle and disposal of sewage during the contract period.

Consumables mentioned in the schedule should be of good Quality (preferably of reputed brand) and should not affect the health of persons handling it.

Housekeeping works which are required to be taken up on urgent priority as instructed by the engineering charge of the substation is to be taken up by the Contractor.

#### SCOPE OF WORKS INDETAIL

Sweeping and mopping of the office floors, Battery room, Battery charger & AC Panel room (Flooring with ceramic / granite tiles) steps, staircases, handrails with scented cleaning agents including clearing and disposal of waste papers daily, Dusting and cleaning of files records in racks, furniture's for twice in a week, cleaning of all partition walls, ceilings [Brick, Wooden & Aluminum, Glazed],Staircase, hand rails, doors, windows, blinds, Name boards, Electrical fittings viz. Tube Lights, fans, Electrical fixtures, switch boxes etc, removal of cobweb once in a month collecting and disposing all the waste to outside of the Office complex, with all general cleaning inside the office Floors etc... complete as directed by the Engineer at site including the cost of all labour, labour uniforms, lead, lift, T&P, cost of all consumable materials such as cleaning powder, Broom sticks, Cobweb sticks, Bamboo baskets, Swabs, Mops, Dungry cloth, Buckets, cost of all consumables etc. complete.( to be carried out daily.

Sweeping and mopping of the control room , Relay room and office room (Flooring with tiles),store room, steps, staircase, handrails with scented cleaning agents including clearing and disposal of waste papers and debris daily, Dusting and cleaning of files records in racks furniture's for twice in a week, cleaning of all partition walls, ceilings [Brick, Wooden & Aluminum, Glazed],Staircase, hand rails, doors, windows, blinds, Name boards, Electrical fittings viz. Tube Lights, fans, Electrical fixtures, switch boxes etc, removal of cobweb once in a month collecting and disposing all the waste to outside of the Office complex, with all general cleaning inside the office Floors etc... complete as directed by the Engineer at site including the cost of all labour, labour uniforms lead, lift, T&P, cost of all consumable materials such as cleaning powder, Broom sticks, Cobweb sticks, Bamboo baskets, Swabs, Mops, Dungree cloth, Buckets, cost of all consumables etc. complete. (To be carried out once in a week)

Sweeping and mopping of the office clear space, cement mortar) steps, staircases, handrails with scented cleaning agents including clearing and disposal of waste papers and debris daily, cleaning of all partition walls, ceilings [Brick, Wooden & Aluminum, Glazed],Staircase, hand rails, doors, windows, blinds, Name boards, Electrical fittings viz. Tube Lights, fans, Electrical fixtures, switch boxes etc, removal of cobweb once in a month collecting and disposing all the waste to outside of the Office complex, with all general cleaning inside the office Floors etc...

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complete as directed by the Engineer at site including the cost of all labour, labour uniforms lead, lift, T&P, cost of all consumable materials such as cleaning powder, Broom sticks, Cobweb sticks, Bamboo baskets, Swabs, Mops, Dungaree cloth, Buckets and cost of all consumables etc. complete. (To be carried out once in a week)

Sweeping of open areas around substation building collection and removal of garbage and wastes from campus to outside office complex daily, all general outdoor cleaning with sprinkling of water, including removal of weeds and unwanted materials as directed by the Engineer at site including the cost of all labour, labour uniforms lead, lift, T&P, cost of all materials such as coconut brooms, Bamboo baskets, cost of all consumables etc.

(To be carried out all working days).

Sweeping of terrace area collection and removal of garbage and wastes from campus to outside office complex daily, all general outdoor cleaning with sprinkling of water, including removal of weeds and unwanted materials as directed by the Engineer at site including the cost of all labour, labour uniforms lead, lift, T&P, cost of all materials such as coconut brooms, Bamboo baskets, cost of all consumables etc. (To be carried out once in a month).

Cleaning the wash basins, water closets, urinals and floor and wall tiles by spraying of disinfectant and placing camphor balls and urinal scented screen in the urinals and wash basins, sweeping and cleaning the floor surface and side wall surface, gratings, neatly cleaning the sanitary duct, removing dirt/refuge and cobwebs and sweeping away the stagnated water at periodic intervals, including carrying out of other miscellaneous works during lean hours as directed by the Engineer in charge including materials for cleaning except phenyl. The toilet should always be clean, neat and tidy without any odor or foul smell.(One time in a day).

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## **SECTION – VII**

### **STATUTORY COMPLIANCES**

#### **GENERAL:**

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.

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).

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 there in.

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

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 amount 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.

The Contractor shall indemnify the TANTRANSCO 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).

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any

information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the TANTRANSCO 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.

## CONTRACT LABOUR

### REGULATIONS: 7.2.1 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

- Name and situation of the work.
- Contractor's name and address
- Particulars of the substation for which the work is undertaken,
- Name and address of sub-contractors as and when they are appointed.
- Commencement and probable duration of the work.
- Number of workers employed and likely to be employed.
- fair wages' for different categories of workers.
- Number of hours of work which shall constitute a normal working day:-
- 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.
- 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.

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.

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.

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

#### 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.

#### 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.

#### 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.

#### 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;

- 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.
- 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.

## **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:--

- Full particulars of the labourers who met with accident.
- Rate of Wages.
- Sex.
- Age.
- EPF UAN number
- ESI number
- Aadhaar number
- Nature of accident and cause of accident.
- Time and date of accident.
- Date and time when admitted in hospital.
- Date of discharge from the hospital.
- Period of treatment and result of treatment.
- Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- Claim required to be paid under Workmen's Compensation Act.
- Date of payment of compensation.
- Amount paid with details of the person to whom the same was paid.
- Authority by whom the compensation was assessed.
- Remarks.

### **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.

### **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.

### **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.

**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.

**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.

**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.

**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.

**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.

**Compliance of EPF& MP Act, 1952:**

The Contractor who take up works contract for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MPAct.

The Contractor should have a separate EPF main code number.

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.

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

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

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.

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

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 up to Rs.15,000/-only.

#### Compliance of ESI Act 1948:

The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act1948.

The contractor should have a separate ESI main code number.

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.

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

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.

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.

In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act

and consequently it happens that TANGEDCO & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO & TANTRANSCO.

The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.

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.

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.

#### **Statutory Compliance Clearance Certificate:-**

The Contractor executing the works contract in TANGEDCO/TANTRANSCO should obtain the Statutory Compliance Clearance Certification from the Online Compliance Service Providers engaged by TANGEDCO/ TANTRANSCO, the required documents should be submitted by the contractors to the respective Online Compliance Service Providers.

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.

**The Building and Other construction Workers Act:-** (other than the circle/station registered under the Factories Act).

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)).

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

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.

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

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

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

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

- Muster Roll in Form –XVI.
- Register of Wages in Form –XVII.
- Register of overtime in Form – XVIII
- The contractor shall issue an photo identity card to his employees.

Wages:-

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

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.

EPF Documents to be Produced for Claiming Bills:-

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.

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

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



All the documents should duly signed with seal by the contractor.

ESI Documents for While Claiming Bills:-

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

The contribution history of the respective months should be submitted.

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 All the documents should duly signed with seal by the contractor.

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

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

- The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.
- The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules,1983.
- 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 3Rules)
- FORM II, Application for License/ Renewal of License (under CLRA and ISMW Rules).
- FORM III, Form of Certificate by Principal Employer (under CLRA and ISMW Rules).
- FORM IV, Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules).
- FORM V, Application for Adjustment of Security Deposit (under CLRA and ISMW Rules).
- FORM VI, License and Renewal (under CLRA and ISMW Rules).
- FORM VII, Notice of commencement/ completion of work (under CLRA and BOCW Rules).
- FORM VIII, Service Certificate (under 3 Rules).
- FORM IX, Certificate of Medical Examination (under BOCW Rules).
- FORM X, Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules).
- FORM XI, Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules).
- FORM XII, Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules).

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

An undertaking as specified in Annexure-A should be furnished by the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.

The TNEB (TANGEDCO/ TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement with respective Executive Engineer's of the substation.

SAFETYCONDITION:-

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.

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.

The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the power house premises.

Technically skilled and also safety-oriented supervisor should supervise the work at alltime.

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

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 1meter.
- 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 made available by the contractor 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.

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.

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

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

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

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.

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.

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

**SCHEDULE – A**  
**SCHEDULE OF WORKS AND QUANTITY**

Housekeeping works at 230KV Kilpauk SS for 3 months with a limit of 25days per month from the date of utilization

Sl. No	Description	Qty	Rate	Per	Amount
1	<b>Maintenance charges for cleaning the wash basins, water closets, urinals</b> and floor and wall tiles by spraying of disinfectant and placing camphor balls and urinal scented in the urinals and wash basins, sweeping and cleaning the floor surface and side wall surface, gratings, neatly cleaning the sanitary duct, removing dirt/refuge and cobwebs and ping away the stagnated water at periodic intervals, including carrying out of other miscellaneous works during lean hours as directed by the Engineer in charge including materials for cleaning except phenyl. The toilet should always be clean, neat and tidy without any odor or foul smell. <b>(Daily)</b> .				
a	Water closets (IWC/EWC) 6nos*75 days	450		Each	
b	Urinals cleaning & providing scented urinal screen, coloured naphthalene balls) ( 3 No's x 75 days =225 )	225		Each	
c	Washbasins (5 No's x 75 days =375)	375		Each	
d	Toilet floors (includes cleaning of wall tiles & doors/ ventilators, removal of cobweb) (18 sq.mt x 75 days = 1350)	1350		1Sq.mt	
2	Sweeping , mopping of office floors (Tiles flooring) control room & office room of EE, AEE & AE, relay room, A.C & D.C Distribution Panel room, Battery room, steps, staircases, handrails with scented cleaning agents including clearing and disposal of waste papers <b>daily</b> , Dusting and cleaning of files records in racks, furniture for <b>twice in a week</b> , cleaning of all partition walls, ceilings [Brick, wooden & Aluminum, Glazed], Staircase, hand rails, doors, windows, blinds, Name boards, Electrical fittings viz. Tube lights, fans, Electrical fixtures, Switch boxes etc, removal of cobweb <b>once in a month</b> collecting and disposing all the waste to outside of the Office complex, with all general cleaning inside the office Floors etc... complete as directed by the Engineer at site including the cost of all labour, labour uniforms, lead, lift, T&P, cost of all consumable materials such as cleaning powder, Broom sticks, Cobweb sticks, Bamboo baskets, Swabs, Mops, Dungry cloth, Buckets, cost of all consumables etc. complete (To be carried out daily) =(374.36+169.83+13.7)*75 days =41841.75	41841.75		1Sq.mt	

3	Sweeping of open areas around Office buildings collection and removal of garbage and wastes from campus to outside office complex daily, all general outdoor cleaning with sprinkling of water, including removal of weeds and unwanted materials as directed by the Engineer at site including the cost of all labour, labour uniforms lead, lift, T&P, cost of all materials such as coconut brooms, Bamboo baskets, cost of all consumables etc. <b>First floor and Second floor &amp; Portico</b> around office building and Around/ Front GIS Area. <b>(weekly once)</b> (1537.75+393.6)=1931.35*12=23176.2	23176.2		1Sq.mt	
4.	<b>Anti Termite Spraying</b> using Chemical emulsion chloropyrifos 20% EC mixed with water will be sprayed at the ratio of 1:19 for 5 Liters mixed solution per 100 m <sup>2</sup> once in 3 months to control Termite, Cockroaches, mites, Silver Fish, Cloth Moth, Spider, Ants etc., Wooden portions will be mixed with concentrated chemicals or with Kerosene and as directed by the engineer at site <b>(4 operations per year)</b> . (374.36 sq.mt x 1=374.36 ) (3 month once )	374.36		1Sq.mt	
5	<b>Rodent Control</b> for the entire building shall be carried out once in a month, as and when required including removal of dead rats daily, cleaning and spraying with chemicals and as directed by the engineer at site <b>(12 services per year)</b> . (544.19 sq.mt x 3= 1632.57 )	1632.57		1Sq.mt	
6	<b>Mosquito Control</b> for the entire building shall be carried out once in a fort-night and as directed by the engineer at site <b>(24 services per year)</b> (544.19 sq.mt x 6 times =3265.14 )	3265.14		1Sq.mt	
7	<b>General Disinfestations Work</b> for the control of Cockroaches and other insects (spread of any virus) in office area, once in 3 months using approved disinfectants (544.19 sq.mt x 1 times =544.19 )	544.19		1Sq.mt	
	Sub - total				
	GST @ 18%				
	Total				

**SCHEDULE – B**  
**STATEMENT OF WORK ORDERS EXECUTED / UNDER EXECUTION DURING THE**  
**LAST FIVE YEARS AS ON THE DATE OF TENDER**

Sl. No.	Name and address of the organization	Description of Work	Order No. & Date	Qty	Value of order in Rs.	Scheduled date of completion of order	Actual date of completion of order
1.	2.	3.	4.	5.	6.	7.	8.

COMPANY SEAL:

SIGNATURE :

DESIGNATION:

COMPANY :

DATE :

**SCHEDULE – C**  
**DECLARATION FORM**

Tender No :K I L P A U K /LT No:05/2023-24.

To  
The Executive Engineer/Operation,  
Kilpauk 230KV Substation  
TANTRANSKO,  
Kilpauk,  
Chennai 10.

Dear Sir,

Having examined the above specification together with the accompanying schedules etc., we hereby offer to carry out the works covered in this specification at the rates entered in the attached schedule of prices.

We hereby guarantee the particulars entered in the schedules attached to the specification.

In accordance with Security Deposit Cum Performance Guarantee clause, Section-5.12, of the specification we agree to furnish security to the extent of 5% value of Purchase Order valid till the expiry of guarantee period.

Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act,1985.

Yours faithfully,

PLACE :

SIGNATURE :

DATE :

DESIGNATION:

COMPANY SEAL:

**SCHEDULE – D**

**UNDERTAKING IN LIEU OF E.M.D.**

(To be furnished in non-judicial stamp paper of value not less than Rs.80/-)

To

The Executive Engineer/Operation,  
Kilpauk 230KV Substation  
TANTRANSCO,  
NewAvadiRoad,  
Kilpauk,  
Chennai 10.

THIS DEED OF UNDERTAKING EXECUTED AT-----ON THIS THE----  
-----DAYOF----- TWO THOUSAND AND TWENTYTHREEBY  
M/S..... hereafter called “Tenderer” (which  
expression shall where the context so admits mean and include their Agents, Representatives,  
Successors-in-office and Assigns).

TO AND IN FAVOUR OF THE EXECUTIVE ENGINEER/OPERATION/230KV KILPAUK 230KV  
SUBSTATION/CHENNAI/TANTRANSCO. THE TAMIL NADU TRANSMISSION  
CORPORATION LIMITED, a Body Corporate constituted under the Electricity (Supply) Act, 1948  
(Central Act LIV of 1948) having its office at Kilpauk 230KVSS campus/Kilpauk,Chennai-10, herein  
called the “TANTRANSCO” (which expression shall where the context so admits mean and include  
its successors in office and Assigns).

WHEREAS THE tenderer is required to pay Earnest Money Deposit of  
Rs..... for participation in the tender for supply of.....  
..... in terms of specification No.....

AND WHEREAS the tenderer is exempted by the TANTRANSCO from payment of EMD in the  
form of cash, subject to the tenderer executing an undertaking to the value of  
Rs.....(Rupees.....) representing the amount equivalent to the  
amount of EMD specified to be paid to the Board in the event of non-fulfillment of breach of any of  
the conditions of the tender by the Tenderer as mentioned here under.

AND WHEREAS in consideration of the acceptance by the TANTRANSCO of the above proposal,  
The tenderer has agreed to pay to the Board the said amount of Rs----- in the  
eventof:-

- (1) Withdrawing his tender before the expiry of the validity period, OR
- (2) Withdrawing his tender after acceptance, OR



(3) Violating any of the conditions of the tender issued by the competent authority;

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said agreement the Tenderer hereby doth covenant with the Board that in consideration of the "TANTRANSCO" waiving the condition of payment of EMD in cash in terms of the said specification, the Tenderer has agreed to pay to the Board Rs. .... only) in the event of:

- (i) Withdrawing his tender before the expiry of the validity period.
- (ii) Withdrawing his tender after acceptance.
- (iii) Violating any of the conditions of the tender issued by the competent authority.

NOW THE CONDITION OF THE above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the conditions specified as above, then the above written undertaking shall be void, otherwise it shall remain in full force.

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

The expression, 'tenderer' and the 'TANTRANSCO' hereinafter before used shall include their respective successors and assign in office.

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.

SIGNATURE

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY

In the presence of Witnesses:

1. Signature  
Name & Address

2. Signature  
\_\_\_\_\_  
Name & Address

## SCHEDULE – E

### UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS.

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

To

The Executive Engineer/Operation,  
Kilpauk 230KV Substation  
TANTRANSKO,  
Kilpauk,  
Chennai 10.

This undertaking executed at .....on this.....(date)  
.....(month) two thousand twenty three and .....by  
M/s..... a company registered under Companies Act, 1956 having its  
Registered Office at ..... hereinafter called the Contractor (which expression shall  
where the context so admits mean and include its successors in office and assigns) with the Tamil  
Nadu Electricity Board, a statutory authority created under the powers vested with the Electricity  
(supply) Act, 1948, having its office at 230 KV Kilpauk substation, Chennai-10, hereinafter called the  
Engineers in charge of the concerned substation (which expression shall where the context so admits  
means and includes its successors in office and assigns).

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

AND WHEREAS in accordance with Clause.....of the above said P.O.  
certain terms were stipulated for the above 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  
High Court Branch, Madurai.

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

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

SIGNATURE WITH SEAL.

WITNESS :

1) (Signature with Name and Address)

2) (Signature with Name and Address)

## SCHEDULE – F

### UNDERTAKING TOWARDS INPUT TAX CREDIT

(Declaration to be submitted by the bidders in Non-Judicial Stamp paper of value not less than Rs.80/-)

To  
The Executive Engineer/Operation,  
230KV KILPAUK Substation,  
TANTRANSCO,  
New Avadi Road,  
Kilpauk,  
Chennai-10

We hereby declare and confirm that we are registered vendor under GST

Act having GSTIN                      in State of                      . Our applicable GST% for the above  
reference job is under code

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

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

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

Signature of bidder with Company Seal.

Witness with address:

1)

2)

Note: Bidder may strike out the para not applicable

**SCHEDULE – G**  
**IRREVOCABLE BANK GUARANTEE FOR FURNISHING EARNEST MONEY DEPOSIT**  
(In Rs.100/-Non-Judicial Stamp paper)

B.G.No            Amount: Rs. Date        Valid till:

THIS DEED OF GUARANTEE made on this ..... Day of Two thousand twenty three and by the (Bank)., at (address of the bank) under the Act, 1969 and having its central office at, and amongst other places branch at hereinafter referred to as the "BANKS"), to and in favour of TANTRANSCO, a Company registered under the Company's Act 1956 having the office at N.P.K.R.R. Maaligai, Electricity Avenue, 144, Anna Salai, Chennai2, represented by the (hereinafter called the 'Purchaser').

Whereas M/S ..... (hereinafter called the ('Bidder')) have by virtue of participating in the tender floated by the Purchaser as per Tender Specification No \_\_\_\_\_ agreed with the Purchaser in accordance with the terms \_\_\_\_\_ and conditions contained therein.

AND WHEREAS in accordance with the terms of the Tender Specification No ..... Dt....., the Bidder has to pay a sum of Rs. -----

---- (Rupees ----- only) towards Earnest Money Deposit or furnish an irrevocable bank guarantee from a nationalized bank for an amount specified in the tender specification for the purpose of participating in the tender and adherence to the terms and conditions mentioned in the Tender Specification.

AND WHEREAS the bidder has requested the Purchaser to accept irrevocable bank guarantee from nationalized bank in lieu of Earnest Money Deposit for an amount specified in the tender specification for the purpose of participating in the Tender and adherence to the terms and conditions mentioned in the Tender Specification.

AND WHEREAS the Bank has at the request of the bidder, agreed to guarantee the payment of the said sum in case the tender procedures is not adhered in accordance with the specifications indicated in the terms and conditions contained in Tender specification no. dt.....

**NOW THE DEED WITNESSES AS FOLLOWS:**

In consideration of the purchaser having agreed to accept the irrevocable bank guarantee from a Nationalized Bank, towards the Earnest Money Deposit of the materials/system supplied for a sum equivalent to ..... (value of the tender specification to be entered) (Rupees ..... only) the Bank do here by guarantees that if the bidder fails to perform the tender procedures in accordance with the specifications and conditions of the purchase order and as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to the purchaser such amount or amounts, as the Bank may be called upon to pay by the Purchaser.

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

PROVIDED FURTHER that the guarantee hereunder furnished shall be released as soon as the bidder has completed the tender procedures to the satisfaction of the purchaser in accordance with the terms and conditions specified in the tender specification and the period of one year is over and a certificate to that effect is issued by the purchaser.

The bank further undertakes to indemnify the purchaser against any loss or damage that may be caused or suffered by the Bidder by reason of any breach of the terms and conditions in the said Tender Specification No.....

The guarantee herein contained shall remain in force till the terms and conditions of the Tender specification No have been fully and properly carried out .....by the said contractor and in any case, the guarantee shall not hold good after the expiry of.....

The Bank further agree with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions mentioned in the tender specification or to extend the time of validity of the bank guarantee by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said bidder and to forebear or to enforce any of the terms and conditions relating to the said tender specification and the Bank shall not be relieved of its liability by the reason of any such variations or extension being granted to the reason to the said bidder or by reason of any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or things what-so-ever which under the law relating to sureties would but for these provision have the effect of so relieving the Bank.

Any account settled between the purchaser and the bidder shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.

The expressions "Bank", "Bidder" and the "PURCHASER" herein before used shall include their respective successors and assigns.

IN WITNESS WHEREOF THIRU ..... acting for and on behalf of the bank and signed this deed on the day, month and year first above written. In the presence of witness:

1. Signature with the seal of the Bank (Name in Block letters)

2. (Name in capitals to be subscribed with designation, office address or residential address)

Designation of the Tender  
Inviting Authority

## ANNEXURE-I

### CHECK LIST FOR BID QUALIFICATION

#### INSTRUCTIONS:

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

Sl. No.	Particulars	Bidder's response
1.	Name and Address of the Firm/Company	
2.	Address of the Registered office, Phone Nos. etc	
3.	Address of the Factory/Works, Phone Nos. etc.	
4.	Mail id. for correspondence	
5.	Proof for payment of EMD.OR Proof of SSI or NSIC Or  (b) Memorandum part II certificate (for local unit) / NSIC certificate (for outside unit) along with Undertaking in lieu of EMD as in 3(x) below in non judicial stamp paper not less than Rs 80/-.	
6.	i. Confirm whether the tenderer is a registered contractor in TANTRANSCO/TANGEDCO/TNEB ltd ii. If yes, whether documentary evidence is enclosed iii. If so, list the documentary evidence	Yes/No
7.	Whether the bidder is old supplier/contractor to the TNEB/TANTRANSCO/TANGEDCO	Yes/No
8.	Whether the copies of orders executed by the bidder in respect of materials tendered to State Electricity Boards/Power utilities enclosed.	Yes/No
9.	Whether performance certificates from the end users enclosed	Yes/No
10.	Whether EPF, ESI and Labour License Number enclosed	Yes/No

DATE :  
PLACE:

SIGNATURE OF THE TENDERER  
NAME:

STATUS IN THE COMPANY  
(AFFIX SEAL OF THE COMPANY)

## ANNEXURE-II.

### CHECKLIST FOR COMMERCIAL TERMS

#### INSTRUCTIONS:

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

Sl.No.	Particulars	Bidder's response
1.	<b>EARNEST MONEY DEPOSIT:</b>	Rs.810/- (Rupees Eight hundred and Ten only)
	i. Amount	
	ii. Mode of payment	Demand Draft in favour of the Superintending Engineer /Operation/ North/Chennai
	iii. If exempted state whether the bidder is SSI unit of Tamil Nadu/SSI unit registered with NSIC/ Unit of Government of TamilNadu	Yes/No
	iv. If SSI unit state whether copy of duly attested Permanent Registration Certificate enclosed.	Yes/No
	v. Whether the material tendered is included in the certificate.	Yes/No
	vi. Validity of the permanent registration certificate.	Yes/No
2.	vii. Whether undertaking on a non- judicial stamp paper of value more than Rs.80/- (Rupees Eighty) enclosed in lieu of EMD	Yes/No
	Whether the offer is valid for a period of 180 (One hundred and eighty) days from the date of opening of commercial/Technical bids	Yes/No
3.	<b>PRICE:</b>	Yes/No
	i) Whether the price quoted is firm	
	ii) Unit Goods & Service Tax on Ex-works price, and F&I (Percentage and amount)	Yes/No
	iii) GST on LD, forfeiture of EMD/SD	Yes/No



4.	Whether the tenderer is agreeable for the following clauses specified under Section V of the specification. i. Payment terms	Yes/No
	ii. Security Deposit Cum Performance Guarantee	Yes/No
	iii. Delivery	Yes/No
	iv. Liquidated damages	Yes/No
	v. Guarantee	Yes/No
	vi. Jurisdiction for legal proceedings	Yes/No
5.	Quantity offered. (Tentative/Approximate quantity as per Tender Specification)	---- Nos.
6.	Whether tenderers furnished their Permanent Account Number (PAN) /GST Number (GSTIN) in their offer.	Yes/No PAN No. GSTIN No.
7	(i) Whether copy of Goods & Services Tax Certificate enclosed.	Yes/No
	(ii) If so, indicate the date GST certificate Whether Input Tax Credit (ITC)	Yes/No
	(iii) taken into account while quoting	Yes/No
	(iv) HSN code of the material	Yes/No

DATE :

SIGNATURE OF THE TENDERER

PLACE:

NAME:

STATUS IN THE COMPANY  
(AFFIX SEAL OF THE COMPANY)