



TAMIL NADU TRANSMISSION AND CORPORATION LIMITED

**TENDER SPECIFICATION FOR CLEARING
OF LIGHT JUNGLE AND REMOVAL OF WEEDS
IN THE 230KV SWITCHYARD AND
110KV SWITCHYARD
AT KOYAMBEDU 230KV SS**

TENDER SPECIFICATION NO.01/2026-27

**OFFICE OF THE EXECUTIVE ENGINEER,
OPERATION, KOYAMBEDU
CHENNAI – 600 106
TAMILNADU**

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TAMILNADU TRANSMISSION CORPORATION LTD.

Spec.No. EE/O/KBU / 01 / 2026-27 dt.07.08.2026

1) Tender Specification No.	EE/O/KBU/01 /2026-27, dt.07.08.2026
2) Name of the work	Enquiry for clearing of light jungle and removal of weeds in the 230kv switchyard and 110kv switchyard at Koyambedu 230kv SS.
3) Method of Tender	Two part system
4) Earnest Money Deposit (EMD)	Rs.1200/- DD in favour of the Superintending Engineer/Operation/ North, Chennai/ TANTRANSCO or cash to be remitted/ paid at Superintending Engineer/ Operation / North and the receipt to be kept with the tender document.
5) Last date for submission of EMD	20.08.2026 @ 14.30 Hrs (The EMD cover containing the receipt of the payment towards EMD (or) Original undertaking in lieu of EMD as per clause I of Section -II shall be submitted at the office of the Executive Engineer /Operation/ Koyambedu 230KV SS before 14.00hrs on due date before closing of tender)
6) Date of Closing of tender for submission of Techno Commercial Bid & Price Bid	21.08.2026 @ 14.30Hrs
7) Date & time of opening of tender	21.08.2026 @ 15.00Hrs
8) Specification at website	The tender specification will be placed at TANTRANSCO website (http://tneb.tnebnnet.org/transcotender)
9) Documents to be submitted by the Tenderers	a. Schedules I to V and Annexure I to IV b. Receipt for having paid the EMD (or) Copy of proof of eligibility for exemption from payment of EMD along with undertaking in a non-judicial stamp paper of value not less than Rs.500/- and Audited copy of Profit & Loss account/ Balance Sheet.
10) Place of Submission of tender along with EMD	At the Office of the Executive Engineer / Operation / Koyambedu
11) Clarification to be sought for from	Executive Engineer /Operation / Koyambedu
12) Place at which tenders will be opened	At the Office of the Asst. Executive Engineer/ Maintenance/ Koyambedu 230kv SS, Chennai-106.

If the due date for receiving and opening the tender happens to be a declared holiday then the tender will be received and opened on the next working day.

The Tenderers shall ensure whether any Clarification/Amendment is issued to the Specification, before submission of their Tender, by visiting the respective Website.

TENDER DOCUMENTS ARE NOT TRANSFERABLE

TENDER SPECTIFICATION NO: 01 /2026-27, dt. 07.08.2026

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SECTION – I

EARNEST MONEY DEPOSIT

1. Tenderer should pay the specified amount towards Earnest Money Deposit as follows:
Earnest Money Deposit: **Rs.1200/- (Rupees One Thousand Two hundred only).**
2. The Earnest Money Deposit specified above should be remitted as cash to the AAO/ Operation/North /TANTRANSCO 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 and paid at the Superintending Engineer/ Operation/Noprth /Korattur. The original proof of receipt for having paid the E.M.D. or the Demand Draft shall be submitted.
3. The Earnest Money will not carry interest.
4. The Earnest Money Deposit will be refunded to the unsuccessful tenderer on application to the Executive Engineer/Operation/ Koyambedu, Chennai-106 after intimation of the Rejection / non acceptance of their tender is sent to them.
5. Cheques and bank guarantees will not be accepted towards Earnest Money Deposit and the tender shall be rejected if EMD is not paid in the prescribed manner.
6. Exemption based on the Permanent Earnest Money Deposit (P.E.M.D.) is not accepted.
7. The tenders are specifically requested to carefully go through the Paras 7 to 11 of this section in order to claim exemption from payment of EMD
- 7.1 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 (NSIC) or Holding Permanent Registration certificate from the District Industries centers of Directorate of Industries and Commerce in respect of those items for which the Registration Certificate has been obtained, Departments of the Government of Tamil Nadu and Undertakings and Corporations owned by the 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 those 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.
- 7.2 These firms shall produce their registration certificate showing the equipments /specified work which they are permitted to undertake and the period of validity of the certificate as proof of eligibility for exemption from payment of E.M.D./S.D. The registration should be valid for the entire period of currency of the contract.
- 7.3 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.
8. Those Tenderers who are exempted from payment of E.M.D. shall furnish in lieu of EMD an undertaking (Annexure I) 22

9. in a non-judicial stamp paper of value not less than Rs.500.00 (Rupees five hundred only) to the effect to pay as penalty an amount equivalent to Security deposit/ EMD or an amount equal to the actual loss incurred whichever is less 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 undertaking who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as security deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract. TENDERS RECEIVED WITHOUT THIS UNDERTAKING WILL NOT BE OPENED.
10. Small Scale Industries shall submit duly attested Photostat copy of their Registration Certificate 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. Proof for exemption from payment of E.M.D./ or receipt for having paid the E.M.D. shall be furnished in an outer sealed cover. The tenders received without E.M.D./ proof for exemption from payment of E.M.D. are liable for rejection.
11. Those tenderers who are exempted from payment of E.M.D. shall enclose Photostat copy of their registration Certificate or Entrepreneur Memorandum Part-II and acknowledgement issued by District Industries Centres concerned for the Entrepreneur Memorandum Part-II along with the list of materials manufactured, duly attested by a Gazetted officer showing the subject materials with 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. On any account the Entrepreneur Memorandum Part-I and acknowledgement obtained for Part-I shall not be considered for extending exemption from paying Earnest Money Deposit.
12. Others viz Central, other State Government Departments, Undertakings, Corporations other than Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.
13. **The submission of bid without the following, the offer will be SUMMARILY REJECTED.**
- i) Receipt for having paid the EMD.
 - ii) The proof of exemption of EMD with an undertaking in lieu of EMD.
 - iii) Copy of Registration Certificate or Entrepreneur Memorandum Part-II/ Acknowledgement as proof of eligibility for exemption from payment of EMD along with undertaking in a non- judicial Stamp paper of value not less than Rs.80.00.
14. **The Earnest Money Deposit made by the Tenderer will be forfeited if:-**
- a) he withdraws his tender or backs out after acceptance.
 - b) he withdraws his tender before the expiry of validity of the offer, the period specified in the Specification, or fails to remit the Security Deposit.
 - c) he violates any of the provisions of these regulations contained herein.
 - d) he revises any of the terms quoted during the validity period.
 - e) The documents furnished with the offer being found to be bogus or the documents contain false particulars, the Earnest Money Deposit paid by the tenderers will be forfeited with applicable GST, in addition to blacklisting them for future tenders/contracts in TANTRANSCO.

SECTION II

REJECTION OF TENDERS:

1. Tenders will be SUMMARILY REJECTED if
 - a) The EMD requirements are not complied with.
 - b) Tenders received from black listed firm or contractor.
 - c) The tenderers should quote for the specified area. The offer of bidders who have quoted for lesser quantity than the prescribed shall be summarily rejected.
2. Tender is liable for rejection if:
 - a) not covering the supply of equipments/ materials with all accessories.
 - b) with validity period less than that specified in this specification.
 - c) not in conformity with TANTRANSCO's Commercial (Section IV).
 - d) not signed by the tenderer.
 - e) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority
 - f) from any black listed firm.
 - g) from a tenderer whose past performance/ vendor rating is not satisfactory.
 - h) Offer received by Telex/Telegram/Email/ Fax.
 - i) not containing all the required particulars as per schedules I to VII.
 - j) received after due date & time.
 - k) received from consortium of SSI Units.
 - l) if the offer is made for the lesser quantity and not for the quantity tendered.
 - m) The tenderer should furnish the GS TIN Nos. along with the offer. The offer of the bidders who have not furnished the GS TIN Nos. in the offer will be liable for rejection.
 - n) If the offer is made for the part of the material and not the whole of the material covered under the specification
3. 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/ TANGEDCO.

SECTION- III

BID QUALIFICATION REQUIREMENT

1. The bidder should have proven experience in successful completion of at least two civil schemes of EHV Substation during last five years of TANTRANSCO/TANGEDCO and aware about the live substation safety conditions to undertake the specified work. The bidder should furnish the proof like copy of Work Order/Completion certificate.
2. The end user certificate for the corresponding Works Orders enclosed for satisfactory execution of the Order and performance of the executed scheme may be furnished as documentary evidence.
3. The Annual turnover of the bidder shall be furnished for the last 3 financial years (2023-2024, 2024-2025 and 2025-2026). The turnover for atleast any one of the last three financial years shall be more than Rs.26,500/-. The bidder shall furnish either the Annual Turn Over Certificate for 3 years certified by Chartered Accountant or Annual statement of Accounts (i.e) Profit & Loss Accounts and Balance Sheet for preceding 3 years certified by Chartered Accountant in support of Annual Turn Over or attested copy of Income Tax return filed or attested copy of enlistment certificate issued by NSIC containing Turnover details.

In case of bidders who happen to be the companies registered under companies Act-1956, attested copy of Audited financial statements like, Profit and Loss A/c and Balance Sheet for the immediately preceding 3 years may be furnished and in case of others, the Annual turnover certified by the practicing Chartered Accountant or attested copy of Income Tax statements for all the 3 years may be enclosed as documentary proof.

4. The tenderer should have EPF, ESI Registration number and GSTIN Number in the name of the contractor/ firm.
5. The experience as the main contractor/Supplier shall only be considered for satisfying the experience criteria specified above. The experience as a subcontractor / supplier shall not be considered for qualifying the experience criteria specified above and offer of such tenderers shall be summarily rejected.

Pl note: The tenderer should furnish the self-attested documentary evidence for the above BQR.

THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE 'BID QUALIFICATION REQUIREMENTS' AND WHO HAVE NOT ATTACHED THE DOCUMENTARY EVIDENCES FOR SATISFYING THE ABOVE BQR WILL BE SUMMARILY REJECTED.

SECTION - IV

INSTRUCTION TO TENDERERS

This tender will be processed as per the provisions in the Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this Tender.

1.0 SCOPE OF WORK

The scope of work (described in Schedule-A) covers clearing of light jungle and removal of weeds in the 230kV switchyard and 110kV switchyard and chopping of tree branches at Koyambedu 230kV SS by engaging labour and providing necessary tools from prospective tenderer's part. The extent is given in the schedule. The authority reserved right to increase the extent during the rate contract period.

2.0 SUBMISSION OF TENDER OFFER:

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

2.1.1 This limited Tender Offer consisting of Schedules should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.

2.1.2 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) or the and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be given.

2.1.3 Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

3.0 Modifications/Clarifications to Tender Documents:

3.1 At any time after the commencement of Limited Tender and before the closing of the event, TANTRANSCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.

3.2 In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Executive Engineer/Operation/ Koyambedu, Chennai-106 will clarify the same.

3.3 No clarifications entertained after the opening of the tender.

3.4 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.

3.5 It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4.0 QUOTATION OF RATES:

4.1 Rates should be quoted figures i.e., integers only.

4.2 Offers giving lumpsum price, without giving their reasonable breakup as per

details required in the attached Price Schedule-A shall be liable for rejection.

5.0 PRINTED TERMS AND CONDITIONS IN TENDERS:

Printed terms and conditions will not be considered as forming part of the tender under any circumstances.

6.0 INCOMPLETE TENDERS:

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

7.0 AMBIGUITIES IN CONDITIONS OF TENDERS:

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.

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

7.2 Tenderers shall bear all costs associated with the participation in this limited tender and the TANTRANSCO will in no case be responsible or liable for these costs.

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

7.4 If the due date happens to be a holiday the tenders will be received and opened on the immediate succeeding working day without any change in the timings indicated.

7.5 If the tenderer has any doubt about the meaning of any portion of this specification, he should at once submit particulars thereof to the Executive Engineer/Operation/ Koyambedu, in order that the doubts may be cleared before the submission of his tender.

7.6 If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the Executive Engineer/ Operation/ Koyambedu before clarification due date.

7.7 Only the firm/person possess adequate experience to execute the described nature of work only will be considered.

7.8 The Tenderers are requested to furnish the detailed postal address and pin code, telephone and Fax Nos. etc in their tenders.

7.9 The total amount quoted for the tendered work will be taken for evaluation.

8.0 DESTINATIONS WHERE WORK TO BE CARRIED OUT:

The prices quoted should be for the work execution at 230KV Koyambedu Substation, Arumbakkam in Chennai comes under the Operation / North Circle.

9.0 TENDER OPENING:

9.1 OPENING OF BID

The Tender offers will be opened at 15.00 Hrs on the date notified at Office of the Executive Engineer / Operation / Koyambedu 230KV SS, Chennai-600106 in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

9.2 OPENING OF THE PRICE BIDS:

The Price Bids shall be opened on the same date of tender opening, Bidders who fulfill the BQR criteria (if applicable) and whose commercial bids are found suitable only will be considered.

10.0 INFORMATION REQUIRED AND CLARIFICATIONS:

10.1 In the process of examination, evaluation and comparison of tender offers, the TANTRANSCO may at its discretion, ask the Tenderer for a clarification of his

- offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 10.2 The TANTRANSCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 10.3 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized Inviting Authority, Tender Accepting Authority or Tender scrutiny committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason liable to disqualify the tenderer.
- 10.4 After acceptance of the tender by the Tender Accepting Authority, the details will be duly intimated.
- 10.5 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANTRANSCO for rejection of his offer, except as mentioned in Clause-1 of Section-III. 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.
- 11.0 **EVALUATION AND COMPARISON OF TENDER OFFERS:**
- 11.1 The tender offers received will be examined to determine whether they are in complete shape, all data required have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the specification without any deviation.
- 11.2 The offers of the bidders, who have stated to be previously weed/jungle removing contractor to TANTRANSCO will be considered for further evaluation , even though they have not submitted the copies of purchase orders or End user Certificate, etc., after ensuring with concerned purchase orders placing authorities.
- 11.3 For the purpose of evaluation of the tender offers, the following factors will be taken into account for arriving at the evaluated price:
- 11.3.1 The quoted price shall be corrected for arithmetical errors. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- 11.3.2 The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with the HSN code.
- 11.3.3 The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value.
- 11.3.4 Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the state or bidders are within the State and outside TN.
- 11.3.5 The bid evaluation will be done as per Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 and its subsequent amendments till date.
- 12.0 **VALIDITY:**
- 12.1 The tender offer shall be kept valid for acceptance for period of 180 days from the date of issue of acceptance order. The offers with lower validity period are liable for rejection.
- 12.2 Further, the tenderer shall agree to extend the validity of the Bids without altering

the substance and prices of their Bid for further periods, if any, required by the TANTRANSCO.

13.0 RIGHTS OF THE TANTRANSCO:

13.1 Notwithstanding anything contained in this Specification, the TANTRANSCO reserves the rights :

- a) to vary the extent finally ordered to the extent of 25% indicated in the Tender document.
- b) to split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered work is so vital in nature and the failure in execution would affect the day to day work nature.
- c) to recover losses , if any, sustained by TANTRANSCO, from the weed/jungle removing contractor who pleads his inability to remove weeds/Jungle and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited and not keeping up the time schedule.
- d) to vary the completion period based on the requirement and contingencies at the time of placing the Rate contract.
- e) to accept the lowest eligible tender.
- f) to reject any or all the tenders or cancel without assigning any reasons there for.
- g) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANTRANSCO.

13.2 The TANTRANSCO reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the TANTRANSCO, the qualification data is incomplete or in the opinion of the TANTRANSCO the bidder is found not qualified to satisfactorily perform the contract.

14.0 DEVIATIONS:

14.1 The tenderer shall furnish, if there are any deviations in the Technical/Commercial terms as per schedule III annexed. If no deviations are furnished it will be construed that the tenderer is accepting all terms specified in the specification. Similarly if any deviations are furnished in the specified form 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 if the deviations are acceptable to TANTRANSCO or otherwise the offer will be rejected.

14.2 NO ALTERNATE OFFER WILL BE ACCEPTED.

15.0 APPEAL :

15.1 As per the provisions of the Tamil Nadu Transparency in Tender Act and Rules accepted to be adopted, any tenderer aggrieved by the order of the Tender accepting authority (Competent authority) may prefer as an appeal to Government within ten days from the date of receipt of order.

16.0 SPECIAL CONDITIONS

16.1 The work shall be taken up immediately after execution of agreement and completed without delay. Period of completion of works in all respects is stipulated as **four months** from the date of execution of agreement. Normally no extension will be granted beyond the stipulated period.

16.2 Income Tax payable on the contract amount at the appropriate rate levied from time to time will be deducted from payment to be made to the contractor in accordance to the provisions of the Income Tax Act 1981 and amended from time

- to time.
- 16.3 Tamil Nadu Detailed Standard Specification and I.S. Specification will be followed wherever applicable and in cases not covered by the individual specification attached.
- 16.4 Any discrepancy between schedule and specifications will have to be referred to the competent authority and his decision will be final.
- 16.5 All tools required for the works must be provided by the contractor himself. Safe provision of shelter for the workers will be the contractor's scope.
- 16.6 The contractor will have no claim for suspension of work due to any cause whatsoever or inadequate work for his labour force.
- 16.7 As the Koyambedu 230KV Substation is an energized one connected to the national grid, the contractor should arrange for proper barricade of working area and put up necessary flags and warning signals as the situation would demand in consultation with the field engineers of the station.
- 16.8 The contractor should indemnify the Board that any excess payment that may be found to have been made as a result of incorrect calculation or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by the contractor to the Board without any demur together with costs, if any incurred by the Board.
- 16.9 Duty passes shall be issued against the individual name of the contract labours with proper requisition of the contractor and only those persons will be allowed to work.
- 16.10 During the course of execution of work, if a person meets with an accident, the contractor is solely responsible to compensate the individual for loss and details to be reported to TANTRANSCO. Risk factor in any form inside the Substation is vested with the contractor only.
- 16.11 No damage should be caused to Board's property and equipment's during execution of work. In the event of any damage caused the same should be set right at the cost of the contractor.
- 16.12 If the Contractor does not carry out the work up to the entire satisfaction of the Engineer in charge, of the station, the contract will be liable for termination without any reasons there for. Also the contract is liable for termination at any time during the period of the contract without assigning any reasons there for.
- 16.13 **The tenderer should inspect the site and make out thorough assessment of the nature of the work and satisfy him before tendering. Any representations at a later date under any circumstances will not be entertained.**
- 16.14 The work should be done carefully and without hindrance to other works carried out by Board in that area.
- 16.15 The workers shall confine themselves to the areas for which the works contract has been awarded as specified by the Engineer.
- 16.16 The contractor should provide adequate safety appliance, Personal protective equipment (PPE), Drinking water, sanitizer, shelter to his workers for which no claim from TANTRANSCO can be made.
- 16.17 The Contractor should take care and ensure that law and rules are not violated while carrying out the work either by himself or by his labour.
- 17.0 **BAR OF JURISDICTION:**
As per existing specifications of TANTRANSCO's Standard terms and conditions.

SECTION V

COMMERCIAL

1.0 SCOPE:

The scope of work involves clearing of light jungle and removal of weeds in the 230kV switchyard and 110kV switchyard and chopping of tree branches at Koyambedu 230kV Substation, Arumbakkam, Chennai-106 by providing labours with necessary equipments and tools.

2.0 PLACING OF ORDERS:

- 2.1 It is not binding on the TANTRANSCO to accept the lowest or any tender. TANTRANSCO 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.
- 2.2 The TANTRANSCO reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents.
- 2.3 The award of contract will be issued to the successful tenderer with all TANTRANSCO's terms and conditions, duly indicating the approved unit rates. The approved rates will be FIRM and valid for 180 days from the date of receipt of award of contract.

3.0 PRICE:

- 3.1 The Tenderers are requested to quote **for cost there on for complete work employing labours, weed cutting machine, fuel etc** and disposing the removed weeds and scrubs from the Substation premises. The prices quoted shall be;
 - a) The details of price shall be entered in the appropriate boxes provided in Schedule A.
 - b) GST. (Percentage and amount).
- 3.2 The Tenderers are requested to quote FIRM price only and variable price will not be accepted.

4.0 PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

- 4.1 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.
- 4.2 The Tenderer should quote their rates taking into account the Goods and Service Tax relief available to them on account of duty paid for procurement of materials under Central Government and State Government scheme.
- 4.3 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.
- 4.4 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 Annexure II enclosed to Specification. The tenderers shall upload a scanned copy of an Undertaking towards ITC in a Non-judicial Stamp paper of value not less than Rs.500/- (Rupees five hundred only) in the form as per SCHEDULE I.
- 4.5 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.

5.0 GOODS AND SERVICE TAX:

- 5.1 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.
- 5.2 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.
 - 5.3 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.
 - 5.4 **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.**
 - 5.5 In case of delayed work, the GST prevailing on the date of actual work or on the last day of the contractual work contract period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.
 - 5.6 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.
 - 5.7 Any increase in GST rate consequent to the 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 work contract period shall be considered by the TANTRANSCO Ltd.
 - 5.8 GST recovery on above is eligible for Input Tax Credit (ITC).
 - 5.9 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.
 - 6.0 **RATES:**
 - 6.1 The contractor / firm should closely note all the specification clauses which govern the rates while he is tendering. The rates accepted **shall remain FIRM** for the entire duration of contract or any extension thereof. **The rates quoted should be inclusive of all incidental expenses for carrying out subject work. All the expenses to be incurred by contractor are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value. The applicable GST shall be worked out on the transaction value only.**
 - 6.2 **The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed on to TANTRANSCO while quoting the price.**
 - 7.0 **SCHEDULE FOR QUANTITIES:**
 - 7.1 Only one price schedule is enclosed to this tender specification and the rates should be written both in words and figures. The tenders shall be submitted in the same format without any alteration to the schedule.
 - 7.2 The rate quoted in the schedule accompanying the tender shall be written legibly and free from errors, overwriting or conversion of figures, corrections, where unavoidable it should be made by crossing out, initialing, dating and rewriting. If

any difference or corrections are noted, the rates given in the word / figures which is advantageous to the TANTRANSCO (i.e.) least offer only will be taken for consideration for the particular item of work.

- 7.3 The bid evaluation shall be done as per Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 2000.

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

8.0 PERIOD OF CONTRACT:

The period of contract is **four months** for the clearing of jungle and removal of weeds in the 230KV Yard and 110kV Yard twice and chopping of tree branches at 230KV Koyambedu Substation from the date of acceptance of agreement.

9.0 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.

- i) The contractor should take "Accident Risk Insurance Policy" 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.
- ii) 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.

10.0 PAYMENT:

- 10.1 100% Payment will be made against the bill raised for the quantum of work done by the Asst. Account Officer/North at the office of Superintending Engineer/ Operation /North, Chennai-80 within reasonable time. The Bank charges involved in making the payment will be deducted to the account of the Tenderer.

- 10.2 Payments will not be made for the work during transit. All left out areas shall be cleared by the contractor free of charge.

a) For the work done within the contractual period:

100% of the All-inclusive price will be paid within a reasonable time after the work done and submission of bills with required documents after deducting recoveries, if any.

b) for the work done beyond the contractual period if accepted by the purchaser.

100% of the all-inclusive price of the materials after deducting the appropriate amount of LD of will be paid within a reasonable time after completion of work and submission of bills with required documents after deducting recoveries, if any.

- 10.3 For the delayed payments, if any, TANTRANSCO will not pay any interest on any account.

- 10.4 In cases of delayed completion of work, it will be accepted subject to the following conditions.

- a) There should be no declining trend in prices.
- b) Payment will be released as per the recent order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damages for belated work.

- c) TANTRANSCO reserves the right to accept or reject the delayed work without assigning any reason there for and take action as per the other terms and conditions of this specification.
- 10.5 On completion of work to the satisfaction of the field Engineer in charge, the contractor shall submit the bills in triplicate, for the quantum of work done and the payment will be made only after the approval of the Executive Engineer/ Operation/ Koyambedu, by the Asst. Account Officer/North at the office of Superintending Engineer/ Operation /North, Chennai-80 after deducting the appropriate amount of LD and any dues.
- 10.6 The bills for payment will be passed only after the approval of the following:
 - a) Security Deposit cum Performance Guarantee for 5% value of the order.
 - b) K2 Agreement
 - c) Undertaking towards jurisdiction for legal proceedings
 - d) Declaration on ITC Benefit.
 - e) Undertaking of EPF & ESI
 - f) Contractor's undertaking for compliance of statutory provisions and agreement
- 10.7 The contractor shall carry out the work after executing the agreement with the Executive Engineer/ Operation/ Koyambedu, Chennai-106. If the contractor does the work without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the contractor should bear any expenditure arising out of such unapproved work.

11.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- 11.1 The Successful tenderer will have to furnish 5% of order value (All-inclusive price) of and every indent issued during the Contract period as Security Deposit cum Performance Guarantee (including Earnest Money Deposit remitted) in the form of DD drawn in favour of Superintending Engineer/Operation/North, TANTRANSCO, payable at Chennai.
- 11.2 The successful tenderer will have to furnish the Security Deposit cum Performance Guarantee **within 30 days from the date of receipt of award of work.** The security deposit cum performance Guarantee will not carry any interest. **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.**
- 11.3 Failure to comply with the terms regarding Security Deposit Cum Performance Guarantee set out in the contract order within the stipulated time by the successful tenderer will entail in the cancellation of the contract without any further reference to the contractor.
- 11.4 The Security Deposit Cum Performance Guarantee will be refunded to the contractor after completion of the entire work and a written request is made by the contract for the refund. 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.
- 11.5 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.

In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and the Work Order will be cancelled. The work order will be issued to L2 tenderer.

12.0 COMPLETION OF WORKS:

- 12.1 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 contract Order. Liquidated damages clause shall apply for belated completion. The period of completion is four months from the date of the execution of agreement.
- 12.2 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.
- 12.3 To ensure quality without any interruption, TANTRANSCO reserves the right to place orders among more than one tenderer.
- 12.4 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.
- 12.5 The actual date of completion of contract will be reckoned as the date of handing over the work area for the purpose of calculation of liquidated damages in respect of the work.
- 12.6 It is the responsibility of the contractor to give 7 days advance information for the work to be carried out, and other obligations under the terms and conditions of this contract in order to carryout completion of work within the contractual period quoted /agreed.
- 12.7 The schedule for work period will not normally be extended. Hence, all efforts shall be taken to deliver and completely remove weeds/ scrubs in 230KV yard and 110KV yard within the contractual period.

13.0 INSPECTION:

The field engineer of the Koyambedu 230KV SS of TANTRANSCO shall have access to the contractor's works at any time during working hours. The contractors shall accept and act on the subject work based on field comments / site note.

14.0 LIQUIDATED DAMAGES:

- 14.1 The work as specified should be guaranteed by the contractor under the Liquidated Damages Clauses given below:
 - a) If the contractor fails to complete the work with materials within the time specified in the indent or any extension thereof, TANTRANSCO shall recover from the contractor as liquidated damages, a sum of half a percent (0.5%) of the All-inclusive cost of work with materials for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the work contract. 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.
 - b) If work to be rendered against the Contract are made by the contractor beyond the period of contract period 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 supply.
 - c) The TANTRANSCO will also be at liberty to cancel the order if work is not completed as per the delivery/work schedule specified in the indent, notwithstanding its rights to claim liquidated damages for the belated work outstanding to be done as on the date of cancellation.
 - d) 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.
- e) Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
 - f) 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.
 - g) 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 orders the delayed work to be done/completed by other agencies at a higher cost.

15.0 FORCE MAJEURE:

15.1 The contractor shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:

- a) Any cause which is beyond the reasonable control of the contractor as the case may be Natural phenomena, such as floods, drought, earthquakes and epidemics.
- b) Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
- c) Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, breakdown of essential machinery or equipments etc.
- d) Strikes, slow down, and lockouts.
- e) Failure or delay in the contractor's execution of work due to force majeure causes enumerated at 'a' 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 purchaser 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 purchaser and decision of the purchaser shall be binding on the firm.

- 15.2 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.
- 15.3 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.

16.0 GUARANTEE:

All area should be cleared up to the level of satisfaction of the field engineer without any area omission. No specific guarantee clause envisaged as the work nature is eradication of weeds/scrubs.

17.0 WORK SCHEDULE INSTRUCTIONS:

The details of work schedule will be furnished by the Executive Engineer/ Operation/ Koyambedu.

18.0 LOSS OR DAMAGE:

- 18.1 TANTRANSCO is not responsible for the occurrence of damage to contractor's equipment at site.
- 18.2 The contractor shall during the progress of the work, properly cover up and protect the work and plant from injury by exposure to the weather and shall take every reasonable proper timely and useful precaution against accident or injury to the same, from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, of occasioned by the acts or commissions or the contractor or his workmen or his subcontractor and all the losses and damages to the works or plant arising from such accident or injuries as aforesaid shall be made good in the most complete and sub-spatial manner by the and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer should such loss or damage happen to units or works or plant or materials falling outside the scope of this contract and due to the contract, these shall be replaced or compensated for by the contractor to the satisfaction of the Engineer.

19.0 REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS USED IN WORK.

- 19.1 Notwithstanding anything contained in the above Liquidated Damages clause when the whole or part of the substandard materials supplied and used by the contractor are found later to be are not in conformity with the specification, such defects or damages in materials supplied shall be rectified within two months from the date of intimation of defects such as patches, painting peelings or damages either at the point of destination or at the contractor's works at the cost of the contractor against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser. If the defects or damages are not rectified or replaced within this period, the contractor shall pay a sum towards liquidated damages clause given above, for the delay in rectification/ replacement of the defects or damages.
- 19.2 Notwithstanding any other remedies available, the TANTRANSCO shall be entitled to dispose of the defective/damaged materials in "as is where is" condition without further notice, if the Contractor/contractor has left out any portion which attract liquidated damages clause, rectify the defect and/or replace the damaged materials and / or fails to remove the defective/damaged materials within such period as may be notified by the purchaser through notice and their sale proceeds of such disposal shall be appropriated towards the dues to the TANTRANSCO such as Liquidated damages, ground rent etc., as may be determined by the TANTRANSCO.

20.0 RESPONSIBILITY:

- 20.1 The Tenderer is responsible for completion of work within four months in the destination station satisfactorily. All risks connected with the tendered work should be borne by the contractor.

21.0 AGREEMENT & INDEMNITY BOND:

- 21.1 The successful Tenderer should have to enter into a formal agreement with the Executive Engineer/ Operation/Koyambedu, Chennai-106 within specified time; otherwise, the contract will be cancelled. The successful tenderer/contractor should furnish non-judicial stamp papers of value of Rs.200/- each for executing the K2 Agreement on receipt of this contract.
- 21.2 The successful Tenderer should also furnish the indemnity bond to the value of Rs.500/- non-Judicial stamp paper in the following form before taking up the work.
I/We(Contractor) do hereby indemnify Executive Engineer/ Operation/Koyambedu 230kV SS, Chennai-106 against any damages, Injury to any person equipments or property resulting from any accident and agree to apply any

provisions of the Workmen's compensation act and take steps to proper insure against any claims there under.

22.0 FAILURE TO EXECUTE THE CONTRACT:

22.1 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.

23.0 NON-ASSIGNMENT:

23.1 The contractor shall not assign or transfer the contract or any part thereof without the prior approval of the Purchaser.

24.0 EFFECTING OF RECOVERIES:

24.1 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.

25.0 RECOVERIES OF DUES:

The TANTRANSCO is empowered to;

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

26.0 RAW MATERIALS:

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

27.0 INCOME TAX PERMANENT ACCOUNT NUMBER, TIN NUMBER, EPF & ESI No:

The tenderers should furnish the permanent Account number issued by Income tax Department with the Tender. The tenderer shall furnish the GST, TIN Number, EPF & ESI number along with the proof in the tender.

28.0 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.

29.0 PAST PERFORMANCE:

The intending tenderers shall furnish the documentary evidence with details of work awarding Orders executed during the last one year in the proforma enclosed in the Tender Specification as per Schedule-C. 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.

30.0 JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT)

- 30.1 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-II in a non-judicial stamp paper of Rs.500/-agreeing to the above condition.
- 30.2 Performance Guarantee will be released on completion of the entire work ensuring that defects/damages during the work period are rectified/ replaced and a request is made for the amount.

31.0 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 past performance.

32.0 GENERAL CONDITIONS (STATUTORY COMPLIANCES)

1. The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.

2. The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).

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

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

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

6. The Contractor shall indemnify the Corporation against any payments to be

made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub- contractors.(if permitted)

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

1.0 CONTRACT LABOUR REGULATIONS:

- (i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
 - a) Name and situation of the work.
 - b) Contractor's name and address.
 - c) Particulars of the Department for which the work is undertaken.
 - d) Name and address of sub-contractors as and when they are appointed.
 - e) Commencement and probable duration of the work.
 - f) Number of workers employed and likely to be employed.
 - g) 'fair wages' for different categories of workers.
 - h) Number of hours of work which shall constitute a normal working day.
 - i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
- (ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
 - a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
 - c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall

- send a copy each of such notices to the Inspecting Officers.
- (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
 - (iv) Employment Card : The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
 - (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
 - (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
 - (vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - a) Full particulars of the labourers who met with accident.
 - b) Rate of Wages.
 - c) Sex.
 - d) Age.
 - e) EPF UAN number.
 - f) ESI number.
 - g) Aadhaar number.
 - h) Nature of accident and cause of accident.
 - i) Time and date of accident.
 - j) Date and time when admitted in hospital.
 - k) Date of discharge from the hospital.
 - l) Period of treatment and result of treatment.
 - m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - n) Claim required to be paid under Workmen's Compensation Act.
 - o) Date of payment of compensation.
 - p) Amount paid with details of the person to whom the same was paid.
 - q) Authority by whom the compensation was assessed.
 - r) Remarks.

[Note: k, l, m, n for the workmen not covered under the ESI provisions]
 - (viii) Preservation of Registers : The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
 - (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and

amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

- (x) Welfare Fund : All moneys that are recovered by the Engineer-in- Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

2.0 Compliance of EPF& MP Act, 1952:

- a) The Contractor who take up works contract for TANGEDCO/ TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;
- b) The Contractor should have a separate EPF main codenumber.
- c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- d) The contractor should submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act.
- e) The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organisation in order to claim the Bills for the respective works.
- f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.
- g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that 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 upto Rs.15,000/- only.

3.0 Compliance of ESI Act 1948 :

- I. The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
- II. The contractor should have a separate ESI main code number.
- III. 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.
- IV. The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- V. 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.
- VI. 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.
- VII. 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.
- VIII. (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
(ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.
(iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

4.0 Statutory Compliance:

The successful tenderer should furnish an undertaking for Statutory Compliance on receipt of the order in a non-judicial stamp paper value not less than Rs. 500/- agreeing to the above conditions as per Annexure V of this specification.

- a. **The Building and Other construction Workers Act:-** (other than the circle/station registered under the Factories Act)
 - a) The contractor should obtain the Registration certificate under the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the competent Authority (the Joint Director/Industrial safety and Health (BOCW).
 - b) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service)

Act, 1996.

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

- a) The Contractor who take up works contract for TANGEDCO/TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
- b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.
- c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour licence before executing the works.
- d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) centralrules 1971.
 - (i) Muster Roll in Form – XVI.
 - (ii) Register of Wages in Form – XVII.
 - (iii) Register of overtime in Form – XVIII.
 - (iv) The contractor shall issue an photo identity card to his employees.

c. Wages:-

1. 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.
2. 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.

d. EPF Documents to be Produced for Claiming Bills:-

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

e. ESI Documents to be produced while Claiming Bills:-

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

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

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

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

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

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

New Forms:

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

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

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

5.0 SAFETY CONDITION:-

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- (v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- (vi) If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.
- (vii) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.
 - a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
 - b) 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.
- (viii) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - b) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-
 - a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (ix) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements

- and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- (x) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
- a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
 - b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
 - c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
 - d) The Contractor is not exempted from the operation of any other Act or Rule in force.

6.0 LABOUR WELFARE FUND:

An amount of 1 % of the gross value of the contractor's running bill will be recovered towards the contribution to the Manual Workers General Welfare Fund and remitted to T.N Construction Workers Welfare Board, Chennai - 18.

SECTION VI

GENERAL

1.0 SCOPE :

- 1.1 The scope of work (described in Schedule-A) covers clearing of light jungle, removal of weeds in the 230KV yard and 110KV yard of 230KV Koyambedu SS twice by engaging labour, weed cutting machine and required tools and consumables from prospective tenderer's part.
- 1.2 The extent of area to be cleared is given in the schedule. The authority deserves the right to increase the extent during the rate contract period.
- 1.3 The clearing of light jungle, removal of weeds has to be done two times at Koyambedu 23kV SS. For the first time, work shall be taken up upon work award and execution of agreement. For the second time, the clearing of light jungle, removal of weeds in the 230KV yard and 110KV yard of 230KV Koyambedu SS has to be done within a week from the date of intimation by the field engineer.

2.0 LOCATION:

Koyambedu 230kV SS, 204N, Inner Ring Road, Arumbakkam (Opposite to SAF Games Village), Chennai – 600 106.

3.0 SCHEDULE:

The Price bid may be sent or handed over to the office of the Executive Engineer, Operation, Koyambedu, Chennai-600 106, before the due date and time.

4.0 GENERAL CONDITION:

- a) All other technical specification, not specifically covered by this individual specification, the Tamil Nadu practice shall be followed.
- b) All works shall be carried out with skilled workers. The work shall be done as per IS code in practice.
- c) The machines / materials to be used for the work shall be got approved by the Executive Engineer/ Operation / Koyambedu well before the commencement of work.
- d) The work shall be carried out strictly as per safety norms without causing any damages to other structures. If any damage caused to the existing structures during painting, the same to be rectified by the contractor at his own cost and risk to the satisfaction of Engineer in charge of work.

5.0 PERIOD OF COMPLETION:-

The period of completion of work shall be **four months** from the date of execution of agreement.

**Executive Engineer
Operation/ Koyambedu**

SECTION VII

SPECIAL CONDITIONS

1. The work shall be taken up immediately after execution of agreement and completed without delay. Period of completion of works in all respects is stipulated as **four months** from the date of receipt of order. Normally no extension will be granted beyond the stipulated period.
2. Work shall be carried out strictly in accordance with the Specification.
3. The contractor should make his own arrangement for the procurement and transport of items required for the work and his rate shall be inclusive of all labour, consumables and for the tools like weed cutting machine, electric pruner/saw, weed puller and consumables etc. The rate quoted should be for finished form work.
4. Income Tax payable on the contract amount at the appropriate rate levied from time to time will be deducted from payment to be made to the contractor in accordance to the provisions of the Income Tax Act 1981 of and amended from time to time.
5. Tamil Nadu Detailed Standard Specification and I.S Specification will be followed wherever applicable and in cases not covered by the individual specification attached.
6. Any discrepancy between schedule and specifications will have to be referred to the competent authority and his decision will be final.
7. Work related items other than those contemplated in the agreement drawn from Departmental Stores in the urgent interest of work will be recovered at the Book Value plus 10% of market value whichever is higher plus sales Tax as per rules. The contractors will however have no right to demand for which they will be eligible for any compensation or short supply of failures of supply.
8. The contractor will have no claim for suspension of work due to any cause whatsoever or inadequate work for his labour force.
9. The contractor should arrange for proper barricade of working area and put up necessary flags and warning signals as the situation would demand.
10. The contractor should indemnify the Board that any excess payment that may be found to have been made as a result of incorrect calculation or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by the contractor to the Board without any demur together with costs, if any incurred by the Board.
12. Duty passes shall be issued against the individual name of the contract labours with proper requisition of the contractor and only those persons will be allowed to work.
13. During the course of execution of work, if a person meets with an accident, the contractor alone is responsible to compensate the individual for loss.
14. No damage should be caused to Board's property and equipment's during execution of work. In the event of any damage caused the same should be set right at the cost of the contractor.
15. If the Contractor does not carry out the work to the entire satisfaction of the Engineer in charge, the contract will be liable for termination without any reasons

there for. Also the contract is liable for termination at any time during the period of the contract without assigning any reasons there for.

16. The tenderer should inspect the site and make out thorough assessment of the nature of the work and satisfy him before tendering. Any representations at a later date under any circumstances will not be entertained.
17. The work should be done carefully and without hindrance to other works carried out by Board in that area.
18. The workers shall confine themselves to the areas for which the works contract has been awarded as specified by the Engineer.
19. The contractor should provide adequate safety appliance to his employees for which no claim from TANTRANCO can be made.
20. The Contractor should take care and ensure that law and rules are not violated in doing the work either by himself or by his labour.
21. Payment to the labours should be made every last working day of the work without fail. If the contractor fails to make payment on the due date, the amount will be recovered in the contractor's bill and payment will be made to the workers.
22. The Schedule-A attached must be duly filled up and handed over to Executive Engineer/Operation/ Koyambedu on or before the opening date of this tender enquiry.

SCHEDULE - A

SPECIFICATION NO : EE/O/Koyambedu/01 / 2026-27, dt. 07.08.2026

Name of the work: Clearing of light jungle and weeds /shrubs, branches engaging labourers and weed cutting machines etc in **230kV and 110KV Yard of Koyambedu 230KV SS twice**

SCHEDULE OF PRICES

Sl. No.	Description of Materials & Work	Area in Sq m	Rate	Per / Unit	Amount
1	Labour Charges for Clearing scrub Jungle (first time)	9304.99 Sq.mt		Sq.mt	
2	Labour Charges for Clearing scrub Jungle (second time)	6682.51 Sq.mt		Sq.mt	
	Sub-Total				
	GST @				
	Total				

SIGNATURE OF THE CONTRACTOR

CONTRACTOR SEAL :

DATE :

SCHEDULE – B

SCHEDULE OF COMMERCIAL TERMS

1.		Nature of work	:	Clearing the light jungle and removal of weeds in the 230KV and 110kV Yard of Koyambedu 230kV SS twice by engaging labourers and essential tools.
2.	A	Area	:	As per schedule A
3		Contract period	:	Four months
4		Whether agreeing to stipulated Payment terms of the TANTRANSCO	:	
5.		Whether agreeing to the stipulated Liquidated Damages clause of the TANTRANSCO.	:	

6.		Whether agreeing to the stipulated Security Deposit clause of the TANTRANSCO .	:	
7.		Whether agreeing to the stipulated Validity period.	:	
8.		Whether the firm is a sick Unit as indicated in the specification.	:	
9.		Whether Input Tax Credit (ITC) taken in to account while quoting	:	
10.		EPF Code No.	:	
11.		ESI Code No.	:	

CONTRACTOR SEAL :

SIGNATURE :

NAME :

DATE :

SCHEDULE - C

STATEMENT OF WORKS EXECUTED DURING THE PAST FIVE YEARS AS ON THE DATE OF TENDER OPENING.

Sl. no.	Name & Address of the Organization incl. other	Name of the Work	Contract No. & Date	Period	Value of order in Rs. Lakhs	Scheduled date of completion of order	Actual date of completion of order	Whether contract Copy is Enclosed	Whether End User Certificate Copy is Enclosed
1	2	3	4	5	6	7	8	9	10
** Split up details of rates may be furnished									

NOTE:

- 1) Copies of orders received shall be enclosed.

CONTRACTOR SEAL :

SIGNATURE :

NAME :

DATE :

SCHEDULE-D

DECLARATION FORM

(To be signed by the tenderer)

Strike off, whichever is not applicable:

To

To,
The Executive Engineer,
Koyambedu 230kV SS
Chennai 600 106.
Dear Sir,

Having examined the above specification together with the accompanying schedules etc., we hereby offer to consent of Clearing the light jungle and removal of weeds in the 230KV and 110KV Yard of Koyambedu 230kV SS twice aging labourers and essential tools covered in this Specification at the rates entered in the attached schedule of prices.

1. We hereby guarantee the particulars entered in the schedules attached to the Specification.
2. In accordance with the Security cum Performance guarantee clause-9.0, Section-V, of the specification, we agree to furnish security cum performance in the form of DD to the extent of 5% of the order value (All-inclusive price) of each and every indent issued during the contract period till the expiry of the Guarantee.
3. 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	:	COMPANY	:

SIGNATURE OF THE TENDERER

SEAL:

SCHEDULE - 'E'

DEVIATION FROM TECHNICAL & COMMERCIAL SPECIFICATION

All Deviations from the Technical & Commercial terms shall be filled in by the Tenderer, Clause by Clause, in this Schedule for clearing of light jungle and removal of weeds in 230KV and 110kV Yard at Koyambedu 230KV SS

SECTION NO.	CLAUSE NO.	DEVIATION
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The Tenderer hereby certify that the above mentioned are the only deviations from the Commercial terms of the Specification.

COMPANY SEAL :

DESIGNATION :
DATE :

SIGNATURE :

ANNEXURE - 'I'

UNDERTAKING IN LIEU OF E.M.D.

(To be furnished in non-judicial stamp paper of value not less than Rs.80.00)

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS(date) September (month) TWOTHOUSAND AND TWENTY ONE BY 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 TAMILNADU TRANSMISSION CORPORATION LIMITED, a Body Corporate constituted under the Electricity (Supply) Act, 1948 (Central Act LIV of 1948) and represented by the Executive Engineer/ Operation/ Koyambedu, Arumbakkam, Chennai 600 106, 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 execution of work of clearing of light jungle and the weeds/shrubs in 230kV and 110 KV yard of Koyambedu 230KV SS twice. 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 TANTRANSCO in the event of non-fulfillment or breach of any of the conditions of the tender by the tenderer as mentioned hereunder.

AND WHEREAS in consideration of the acceptance by the TANTRANSCO of the above proposal, the tenderer has agreed to pay to the TANTRANSCO the said amount of Rs.....in the event of:

- 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 both covenant with the TANTRANSCO 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 TANTRANSCO Rs..... (Rupees.....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 WHEREOF 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

ANNEXURE – 'II'

Declaration on ITC Benefit

(To be filled by the tenderer in non-judicial stamp paper of value not less than Rs.500/-)

To
The Executive Engineer,
Operation/ Koyambedu,
TANTRANSCO,
Chennai-600106.

Sub: TANGEDCO/TANTRANSCO- Tender Specn No..... – for Work
contract- Reg

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 unregistered vendor under GST Act being turnover is less than Rs. Lakhs (being threshold limit) per annum. (For unregistered vendor has to submit an affidavit in the enclosed format).

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.

DATE :

Signature of bidder with Company Seal

Witness with address:

1) Signature
Name & Address

2) Signature
Name & Address

Note: Bidder may strike out the para not applicable

ANNEXURE – 'III'

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

This undertaking executed at on this (date) (month) two thousand and twenty on by M/s.

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 TANTRANSCO a statutory authority created under the powers vested with the Electricity (Supply) Act, 1948, having its registered office at No.144, Anna Salai, NPKRR Maaligai, Chennai 600 002 and represented by the Executive Engineer/ Operation/ Koyambedu, Arumbakkam, Chennai 600 106, hereinafter called the "TANTRANSCO" (which expression shall where the contest so admits means and includes its successors in office and assigns)

WHEREAS the contract is for the clearing of light jungle and weeds / shrubs engaging labourers and weed cutting machines etc in 230KV Yard and 110KV Yard of Koyambedu 230KV SS twice vide work Order No. dt.

AND WHEREAS in accordance with clause of the above said work order 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 Madras, City Civil Court of Chennai or other Court of small causes at Chennai, as the case may be.

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

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

SIGNATURE:

NAME IN BLOCK LETTERS:

SEAL OF THE COMPANY:

WITNESS

1. Signature

Name & Address

2. Signature

Name & Address

ANNEXURE-IV

EPF and ESI UNDERTAKING

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

Nature of the work: Clearing of weeds / scrubs engaging labourers and weed cutting machines etc., in 230KV Yard and 110KV Yard of Koyambedu 230KV SS

Order No:

1) I/we hereby state that, the EPF & ESI employee and employer contribution has been remitted for all the workers engaged for execution of the respective contracts.

2) I/we hereby state that, there are no EPF & ESI dues to be remitted in respect of the period of execution of the respective contracts, and in case, if there is any shortfall of discharging the EPF & ESI obligations on our part (contractor) at later date, TANGEDCO/TANTRASNCO shall not be responsible for the consequent legal/Financial obligations.

Authorised Signatory
(Contractor)
With seal

Date:
Place:

ANNEXURE – 'V'

CONTRACTOR'S UNDERTAKING FOR COMPLIANCE OF STATUTORY PROVISIONS AND AGREEMENT

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

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE TWO THOUSAND AND TWENTY, DAY OFMONTH By M/s., a Company/Firm/LLP registered under Companies Act- 2013/ LLP Act-2016 /Partnership Act-1932, having its registered office at herein after 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 TAMILNADU TRANSMISSION CORPORATION LIMITED, a body corporate constituted as per provision of G.O.Ms.No. 100, dated 9.10.2010) having its office at NPKRR Maaligai, Electricity Avenue, 144 Anna Salai, Chennai 600 002, and represented by the Executive Engineer/ Operation/ Koyambedu, Arumbakkam, Chennai 600 106, herein after called the "TANTRANSCO" (which expression shall where the context so admits mean and include its successors in office and Assigns).

WHEREAS the contract is for Works Contract vide Tender Specification No. in terms of the date

AND WHEREAS in accordance with Clause of the above said tender specification the tenderer hereby undertakes compliance during the entire contract period

1. To ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.
2. To execute an agreement with respective Executive Engineer for compliance of statutory provisions.
3. To comply with the provisions of the EPF&MP Act, ESI Act ,Payment of Wages Act, 1936, Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 Employees' Liability Act, 1938, Employees' Compensation Act, 1923, Industrial Disputes Act, 1947, Contract Labour Regulation & Abolition Act, 1970,BOCW Act, Inter State Migrant Workmen(Regulation of Employment and Conditions of service) Act,1979 CGST/SGST/IGST/UTGST Acts, IT Act or any modifications thereof or any other law relating thereto and rules made there under from time to time.

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

SIGNATURE
NAME IN BLOCK LETTERS
SEAL OF THE COMPANY

WITNESS

1. Signature
Name & Address

2. Signature
Name & Address