



TAMIL NADU TRANSMISSION CORPORATION LIMITED

**WORKS CONTRACT FOR HOUSE KEEPING
(CLEANING AND CONSERVANCY WORKS) IN
THIRUVERKADU 230KV HYBRID GIS SS FOR THE PERIOD
OF ONE YEAR FROM THE DATE OF UTILIZATION
IN OPERATION CIRCLE/ NORTH/ CHENNAI**

SPECIFICATION No: LT.NO: 01/2026-27

DUE DATE: 25.09.2026

**OFFICE OF THE EXECUTIVE ENGINEER,
THIRUVERKADU 230kV HYBRID GIS SUBSTATION
CHENNAI-77.**

[Email: eeothiruverkadu@tnebnet.org](mailto:eeothiruverkadu@tnebnet.org)

TANTRANSCO LTD

1	Tender Specification No.	EE/O/TVKDU/Chennai / LT.NO.01 /2026- 27
2	Name of work	Works contract for housekeeping (cleaning sweeping and conservancy works) for the period of one year from the date of utilization in Thiruverkadu230kV Hybrid GIS substation.
3	Nature of tender	Works Contract
4	Method of Tender	Limited Tender
5	(a) Earnest Money Deposit (EMD)	Rs.2323/- (Rupees Two Thousand Three Hundred and Twenty Three only) through Demand Draft/RTGS/NEFT from Nationalized bank/Bank Guarantee valid for one year in favour of the Superintending Engineer/ Operation/ North, TANTRANSCO payable at Chennai. (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/-.
6	Submission of Original EMD payment/EMD exemption , undertakings etc. documents	At the Office of the EXECUTIVE ENGINEER /OPERATION, THIRUVERKADU 230kV HYBRID GIS Substation, CHENNAI-600 077. Email:eeothiruverkadu@tnebnet.org
7	Tender document Publication/Download start date	10.09.2026
8	Tender submission start date	10.09.2026
9	Tender document Download end date	25.09.2026 @ 12.00 Hrs
10	Due Date & time for submission of tender documents	25.09.2026 @14.00 Hrs
11	Date & time of opening of tender	25.09.2026 @15.00 Hrs
12	Tender documents are available at	TANTRANSCO web site (www.tantransco.gov.in)
13	Clarification to be sought for from	Office of the EXECUTIVE ENGINEER/OPERATION, THIRUVERKADU 230KV HYBRID GIS Substation, CHENNAI-600 077.
14	Place at which tenders will be Opened	Office of the EXECUTIVE ENGINEER/OPERATION THIRUVERKADU 230KV HYBRID GIS Substation, CHENNAI-600 077. Email:eeothiruverkadu@tnebnet.org

NOTE:

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

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SECTION - I

EARNEST MONEY DEPOSIT

1. Tenderer should pay the specified amount towards Earnest Money Deposit, as follows.
Earnest Money Deposit: Rs.2323/- (Rupees Two Thousand Three Hundred and Twenty Three only)
2. The Earnest Money Deposit specified above should be remitted as cash to the AO/O/o SE/Operation/North/Chennai or by Demand Draft drawn in favour of "The Superintending Engineer/ Operation/ North, Chennai, TANTRANSCO from any of the Nationalized /Scheduled / Foreign Banks with branches in India payable at Chennai-600080. The proof of receipt for having paid the E.M.D. or the Demand Draft shall be submitted. In case of irrevocable bank guarantee from nationalized bank, it should be a single bank guarantee valid for a period of one year as per the format enclosed IN SCHEDULE-G.
3. The Tenderers who are having valid Permanent EMD with TNEB/ TANTRANSCO for an amount of **Rs. 20,00,000/-** and above are in new slab exempted from payment of Earnest Money Deposit and are eligible to participate in the tender. The scanned copy of the valid Permanent EMD proof shall be submitted.

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANTRANSCO as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller/Purchase and submit copy of the same along with the tender.

4. The EMD will not carry any interest.

EXEMPTION OF EMD:

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

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

Composite Criteria:

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

Classification of Enterprises:

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

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

Calculation of Turnover:

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

Calculation of Investment:

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

Registration of existing enterprises:

And purchase preference in TANTRANSCO tenders floated from 01.07.2020 onwards.

Classification of Enterprises:

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

Updation and transition period in classification:

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

Those tenderers who are exempted from payment of EMD shall submit an undertaking in lieu of EMD in a Non-judicial Stamp paper of value not less than Rs.500/- (Rupees Five Hundred only) in the form as per Schedule-F to the effect to pay as penalty an amount equivalent to EMD or an amount equal to the loss incurred whichever is high in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. The State Government, Public Sector Undertakings who are exempted from payment of EMD, should also pay as penalty an amount equivalent to the amount fixed as EMD in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract. The original proof (Undertaking in lieu of EMD) shall be furnished on or before opening of tender. The undertaking in respect of the value is to be furnished in lieu of EMD.

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

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

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

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

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

Conditions for Liable for rejection of bids:

- TENDERS RECEIVED WITHOUT THIS UNDERTAKINGS as prescribed, WILL BE DISQUALIFIED.
- Tender will be rejected if the undertaking is not signed/ authenticated in all pages of undertaking.
- Signature of 2 Nos. witnesses should be affixed at the end of undertaking along with details of name and address.
- The tenderers shall submit the scanned copy of audited attested copy of Profit and Loss account/ Balance Sheet along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD.
- The instructions issued vide Exemption from payment of EMD to Micro & small industries under MSMED act 2006 as given above in sub clause 9(a) must be taken into account for calculation of turnover and for investment in Plant and machinery for the purpose and the same has to be certified by the chartered Accountant and certificate may be furnished.
- Others viz. Central and other State Government Departments/Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

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

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

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

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

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

SECTION – II

GENERAL CONDCTIONS

1. The Tenderer should have executed similar works for any 1 year as on date of tender opening, elsewhere in TANTRANSCO/TNPDCL or in any Government bodies, PSU, other state power utilities. The bidder shall furnish the proof like copy of work order and completion certificate last 1 year.
2. The tenderer should have EPF, ESI Registration number and GSTIN Number in the name of his/her/ firm.
3. The experience as a sub-contractor will not be considered for qualifying the experience criteria specified above.

SECTION – III

REJECTION OFFENDERS:

- I. Tenders will be SUMMARILY rejected if,
 - a) The EMD requirements are not complied with.
 - b) Not satisfying any of Bid Qualification Requirements.
 - c) If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.
 - d) The Tenderers should quote for tendered quantity. The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall be summarily rejected.
 - e) The proof of having paid the EMD /Undertaking in lieu of EMD/ irrevocable bank guarantee or relevant documents should be submitted along with the bid during bid submission time. Otherwise the bid will be REJECTED.
 - f) Received from any joint venture of firms/ companies/ individual or Consortium of firms /companies/ individual.
 - g) Received from consortium of SSI units.
- II. Tender is LIABLE to be rejected, if it is:
 - a) Not covering the scope of work in complete shape.
 - b) With validity period less than that stipulated in this specification.
 - c) Not in conformity with TANTRANSCO's Commercial terms and Technical Specifications (Section - V & VI).
 - d) Not signed properly by the tenderer.
 - e) Received from a Tenderer who is directly or indirectly connected with Government service or TANTRANSCO Service or services of local authority.
 - f) From any black listed Firm or Contractor.
 - g) Offer received by Telex/E-Mail/FAX.
 - h) Received after due date & time.
 - i) From a tenderer whose past performance/Vendor rating is not satisfactory.
 - j) Not containing all required particulars as per Schedules and Annexures
 - k) Not furnished **GST IDENTIFICATION NUMBER** of the tenderer in the offer.

SECTION – IV

INSTRUCTIONS TO TENDERERS:

1.0. Tenders in Limited Tender System with Two cover having (a) Technical bid with Commercial terms and (b) Price Bid in accordance with Commercial terms.

1.1. All the tenders shall be prepared and submitted strictly in accordance with the instructions set forth herein.

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

2.0.SCOPE OF Work :

The scope includes CONTRACT FOR HOUSE KEEPING (CLEANING, SWEEPING AND CONSERVANCYWORK) for one year from the date of utilization in Thiruverkadu 230kV Hybrid Sub Station and its premises, in respect of Operation Circle/North/Chennai as listed in the work award.

3.0SUBMISSION OF TENDER OFFER:

3.1 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.

3.1.1 The Tender Offer consisting of Schedules B to H 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.

3.1.2 The Schedule A PRICE BID , prices with all taxes as applicable should be quoted in the specified column and should be kept in the inner cover.

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

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

4. Late Bids:

The late submission of bids after due date and time will not be accepted.

5. Modifications/ Clarifications to Tender Documents:

- 5.0 At any time after the commencement of Tender and before the closing of the event, TANTRANSCO may make any changes, modifications or amendments to the tender documents.
- 5.1 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Executive Engineer/ Operation/ Thiruverkadu 230kV HGIS SS, Chennai-600 077 on the clarifications will be final and binding on the Tender.

B. GENERAL INSTRUCTIONS TO TENDERERS:

- 1.0** Tenders are invited from Domestic Bidders only.
- 2.0** Tenders shall be prepared and submitted strictly in accordance with the Instructions set forth herein.
- 3.0** The Tenderers shall furnish the copy of PAN card, GST IN and other relevant documents without fail.

4.0 SUBMISSION OF TENDER OFFER:

The Tenderer is expected to examine carefully all instructions detailed in the Specification and then to submit the copy of proof for payment of EMD, all the required documents and BOQ without any omissions.

5.0 Limited tender:

The Tenders shall be in Two covers as detailed below. The tender shall contain: The outer cover should contain the following:

- i) DD/cash receipt for EMD amount/Undertaking in lieu of EMD along with necessary proof for exemption of EMD/ Irrevocable bank guarantee from nationalized bank. In case of Irrevocable bank guarantee from nationalized bank , it should be a single bank guarantee valid for a period of one year.
- ii) Check list (Annexure I to III)
- iii) Inner cover

If the tenderer is eligible for exemption from payment of EMD, as detailed in 'EMD' clause, of tender specification, they should furnish the following in the outer cover.

- a) Proof for exemption of EMD. (Udyam registration certificate along with supportive documents for proof of investment in plant and machinery)

- b) Undertaking in Rs 500/- (Rupees Five Hundred) paper in TANTRANSCO's standard format/ In case of Irrevocable bank guarantee from nationalized bank , it should be a single bank guarantee valid for a period of one year.

The undertaking format is enclosed as Schedules as shown in the tender specification. Note that the undertaking in any other format will not be accepted and the offer is liable for rejection.

The details about the EMD amount of Rs.2323/- (Rupees Two Thousand Three Hundred and Twenty Three only) to be paid and other details are explained in the detailed tender specification. If EMD (or) proof for EMD exemption with EMD undertaking is not available the tender will be summarily rejected.

Inner Cover:

The inner cover should contain the "schedule of price" mentioned in the tender specification as schedule A.

- 5.1 If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the Office of the Executive Engineer/Operation, Thiruverkadu 230kV HGIS SS, Chennai-77. If this is not done and subsequent to the opening of the tenders, it is found that the doubt, about the meaning or ambiguity in the interpretation, if any of the terms and conditions stipulated in the specification are raised by the tenderer either in this tender or by a separate letter, the interpretation or clarification issued by the Executive Engineer/Operation, Thiruverkadu 230kV HGIS SS, Chennai -77 on such terms and conditions shall be final and binding on the tenderer.
- 5.2 **The tender documents submitted shall be serially numbered.**
- 5.3 All information in the tender offer shall be in ENGLISH only. All tender offers shall be prepared by typing or printing in the formats enclosed with the specifications. All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender document shall be attested by the person signing the tender offer.
- 5.4 The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 5.5 Tenderer shall bear all costs associated with the preparation and submission of bid and the PURCHASER will in no case be responsible or liable for these costs.
- 5.6 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.
- 5.7 The tenderers are requested to furnish the exact location of the Registered Offices with detailed postal address and Pin code, Telephone and Fax nos. etc., in their tender so as to arrange inspection by the TANTRANSCO, if considered necessary.
- 5.8 Telex/Fax/E-Mail offers will not be entertained and will be rejected.

6.0 TENDER OPENING:

a) OPENING OF BIDS:

The Tender offers will be opened at 15.00 Hrs. on the date notified at the Office of the Executive Engineer/ Operation/ Thiruverkadu 230 kV Hybrid GIS SS, Chennai-77 in the presence of tenderer's authorized representative who may wish to present on the date of opening.

The duly authorized representatives of the tenderers who are present shall sign the tender opening register.

b) OPENING OF THE PRICE BIDS:

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

7.0 QUOTATION OF RATES:

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

7.2 Offers giving lump sum price, without giving their breakup as per details required in the attached Price Schedule A shall be liable for rejection.

8.0 PROCESS TO BE CONFIDENTIAL:

8.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Tender Inviting Authority's processing of Bids or award decisions may result in the rejection of his Bid.

9.0 PRINTED TERMS AND CONDITIONS IN TENDERS:

Contractor's printed terms and conditions will not be considered as forming part of the tender under any circumstances.

10.0 INCOMPLETE TENDERS:

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

11.0 AMBIGUITIES IN CONDITIONS OF TENDERS:

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

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

11.3 Tenderers shall bear all costs associated with the participation in the Tender and the purchaser will in no case be responsible or liable for these costs.

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

- 11.5 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.
- 11.6 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/Thiruverkadu,Thiruverkadu230KV Hybrid GIS SS,Chennai-77 in order that the doubts may be cleared before the submission of his tender.
- 11.7 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/Thiruverkadu /Chennai- 77 before clarification due date.
- 11.8 Only the firm/person possess adequate experience to execute the described nature of work only will be considered.
- 11.9 **The total amount quoted for the tendered work will be taken for evaluation.**

12.0 CLARIFICATION OF BIDS:

- 12.1 To assist in the examination, evaluation, and comparison of Bids, the Tender Inviting Authority may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. All responses to requests for clarification shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 12.2 Subject to sub-clause 8.1, no Bidder shall contact the Tender Inviting Authority on any matter relating to his bid from the time of the bid opening to the time of the contract is awarded. **If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he should do so in writing or email.**
- 12.3 Any effort by the Bidder to influence the Tender Inviting Authority in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.
- 12.4 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. Prior to the detailed evaluation, the TANTRANSCO will determine the substantial responsiveness of each offer to the Bidding Documents. A substantially responsive offer is one which conforms to all the terms and conditions of the specification without any deviation.
- 12.5 "Attempt by any tenderer to bring to bear extraneous pressure on the tender accepting authority shall be the sufficient reason to disqualify the offer of the tenderer".

12.6 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the TANTRANSCO to the tenderers. While the offers are under consideration, tenderers, and/or their representatives or other interested parties are advised to refrain from contacting by any means, the TANTRANSCO and/or TANTRANSCO's employees/representatives on matters related to the offers under consideration.

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

13.0 CURRENCY FOR BID EVALUATION:

The Currency of the bid is in Indian Rupees.

14.0 EVALUATION AND COMPARISON OF BIDS:

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

14.2 The tender offers received and accepted will be examined to determine whether they are in complete shape, all data required have been furnished, the tender offer is properly signed and the offers are generally in order and the tender offer conforms to all the terms and conditions of the specification without any deviation.

14.3 For the purpose of evaluation of the tender offers, the following factors will be taken into account for arriving the evaluated price:

- a) The quoted price will be corrected for arithmetical errors.
- b) In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.
- c) The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.
- d) The evaluated price shall be arrived in compliance with the provision of GST on the Transaction value i.e. (Ex works price + Freight and Insurance) + GST. Import of goods would be treated as inter state supplies and would be subject to IGST in addition to applicable customs duty.
- e) Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or outside state or bidders are within the State and outside TN.

14.4 The rates quoted by the eligible lowest tenderer in the tender will be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be

negotiated and the rate will be determined. All eligible bidders who accept the rate will be enlisted.

- 14.5 For the purpose of evaluation, the provisions of Tamilnadu Transparency in Tenders Act 1998 & Tamilnadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 14.6 Total value of the tender amount will be considered for evaluation.
- 14.7 As the tender is limited tender the price bid is opened along with Techno – Commercial bid. The bidders who have satisfied the Techno – Commercial conditions will only be considered eligible for Price Bid evaluation. The eligible L1 bidder will be determined who have satisfied the Techno – Commercial conditions and quoted the lowest price.
- 14.8 In the case Bidder who has quoted lowest price but does not satisfy General conditions , then that Bid will be disqualified and second lowest price bid among the bidders will be evaluated for General conditions . If all the conditions are satisfied, then the next lowest price bid will be determined as L1. The same evaluation method will be adopted for all the quoted Bidders.
- 14.9 The offers of the bidders, who have stated to be previous contractor as a main contractor to TNPDC/ TANTRANSCO/TNEB 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.

15.0 VALIDITY:

- 15.1 The tender offer shall be kept valid for acceptance for a period of **120 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 15.2 Further, the tenderer shall agree to extend the validity of the Bids without altering the substance, and prices of their Bid for further periods, if any required by the TANTRANSCO.

16.0 RIGHTS OF THE TANTRANSCO:

- a. Notwithstanding anything contained in this specification the TANTRANSCO reserves the right to:
- b. Accept the lowest or any other tender,
- c. Revise the quantities at the time of placing of orders. TANTRANSCO reserves the right to release additional quantity order on or before the last date of validity of Purchase order subject to ensuring that there is no declining trend in price of equipments/materials without getting specific concurrence from the contractor.
- d. Reject any or all the tenders or cancel without assigning any reasons thereof,

- e. Split the Tender Quantity and place orders on one or more than one Firm to meet the delivery requirements.
 - f. Relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the interest of the TANTRANSCO.
 - g. Recover losses if any sustained by TANTRANSCO, from the contractor who pleads his inability to supply, and backs out of his obligation after award of contract. The Security Deposit paid shall be forfeited.
 - h. Cancel the orders for not keeping up the execution/delivery schedule.
 - i. 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.
 - j. After negotiation with the tenderer and before passing the order accepting a tender, if the tender accepting authority decides that the price quoted by such tenderer is high, the tender is liable for rejection.
 - k. **In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and the LOA will be cancelled. The LOA will be made to L2 tenderer.**
- 16.1 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.

17.0 DEVIATIONS:

- 17.1 The tenderer shall furnish, if there are any deviations in the Commercial terms in the Schedule "C" annexed. **Deviations mentioned elsewhere will not be considered.** If deviations are not furnished, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly, if any deviations are furnished in the Schedule "C", it will be construed that these are the only deviations and the tenderer is accepting all other terms of the specification and the offer will be taken for evaluation accordingly.
- 17.2 THE OFFERS OF THE TENDERERS WITH DEVIATIONS IN COMMERCIAL TERMS OF THE TENDER WHICH COULD NOT BE ACCEPTED, WILL BE REJECTED.
- 17.3 NO ALTERNATIVE OFFER WILL BE ACCEPTED.

18.0 APPEAL:

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

19.0 BAR ON JURISDICTION:

Save as otherwise provided in the Tamil Nadu Transparency in Tenders Act, 1998 no

order passed or proceedings taken by any officer or authority under this Act shall be called in question in any court and no injunction shall be granted by any court in respect of any action taken or to be taken by such officer or authority in pursuance of any power conferred by or under this Act.

20.0 DESTINATIONS WHERE WORKS ARE REQUIRED:

- 20.1 The prices quoted should be for the work execution at Thiruverkadu230kV Hybrid GIS Substation.

SECTION – V

COMMERCIAL

5.1 SCOPE:

The scope includes CONTRACT FOR HOUSE KEEPING (CLEANING AND CONSERVANCY WORK) in Thiruverkadu 230kV Hybrid GIS SS and its premises, in respect of Operation Circle/North/Chennai .

5.2 PLACING OF ORDERS:

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

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

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

5.3 **PRICE:**

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

5.3.1 The prices quoted shall be.

➤ The split-up details of price as per Schedule-A shall be entered in the appropriate boxes provided.

➤ GST. (Percentage and amount).

5.4 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.

5.5 The tenderer should quote their rates taking into account the (Input Tax Credit (ITC) relief available to them on account of GST already paid. An Undertaking to this effect may be furnished along with the tender as per SCHEDULE - F enclosed to Specification. The tenderers shall submit 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 - F.

5.6 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.

5.7 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.

5.8 GOODS AND SERVICES TAX [GST]:

5.8.0 Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria is set at Rs.10 lakhs. in simple words Every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakh / 10 Lakh as applicable will be required to register as a normal taxable person.

5.8.1 GST Registration Number: TANTRANSCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TANTRANSCO is 33AADCT4780AFZA. The details are also posted in TANTRANSCO web portal. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digit represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc.,), one digit is blank and last one is represent check digit.

5.8.2 Transaction Value: The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are

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

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

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

- he is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
- he is not engaged in making any supply of goods which are not leviable to tax under this Act;
- he is not engaged in making any inter-State outward supplies of goods;
- he is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and

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

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

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

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

The bidders should have registered under GST Act and furnish GSTIN.

In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply. The bidders shall furnish the SAC code in technical cover.

5.8.4 TDS on GST:

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

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

5.8.5 Income Tax will be recovered from the contractors every running bill at the prevailing rate of tax in force with amendments issued from time to time as per the Income Tax Act.

5.9 PERIOD OF CONTRACT:-

The period of work shall be for a period of One Year from the date of utilization in the respective Sub Station. The officer in charge of the respective Sub Station shall declare the actual date of commencement of work in their Sub Station.

5.10 INSURANCE:

- The contractor should take "Accident Risk Insurance Policy" (For workers with daily wage above Rs.700/- who are not covered under ESI) before taking over the site for

taking up the work and also to satisfy, that the policy/policies is/are kept in force till the contract is completed and the works are taken over by the TANTRANSCO, on the issue of completion certificate.

- Recoveries will be made from contractor's bills for any liability for the accidents and refund of the same considered later after the claims is fully settled by the Insurance authorities.

5.11 PAYMENT:

- 5.11.1 The payment will be made on submission of bills to AO/O/o Superintending Engineer/ Operation/North Korattur Chennai 600 080. by Cheque/e-payment/RTGS on any of the Commercial Banks in Tamil Nadu as may be decided by the TANTRANSCO from time to time.

95% of payment will be made for completed portion of work/unit of work and balance 5% withheld amount will be paid together with security deposit on satisfactory completion of work in all respect and completion of Contract period provided that there is no recovery or forfeiture of any amount from the contractor.

The contractor shall furnish the declaration form towards EPF & ESI remittances (as per Annexure III & IV enclosed) while passing each and every bill under this contract. Only after ensuring the EPF & ESI remittances the respective bills will be processed further. The EPF & ESI remittances made by the contractor to the respective EPF & ESI departments will not be reimbursed by TANTRANSCO, under any circumstances.

If there is any delay in works, payment will be made after deducting the LD.

- 5.11.2 It shall be noted that no advance payment will be made by the TANTRANSCO for any part of the contract under any circumstances even if the contractor is a Government body.

Payment will be made by made from any one of the Nationalized / Scheduled banks or their Branches in Tamil Nadu as may be decided by the TANTRANSCO from time to time. The bank charges towards payment will be to the account of the successful tenderer.

- 5.11.3 The contractor shall furnish the following details of bank account to which the payment be credited:

1. Name of Account Holder,
2. Name of the Bank, Branch along with account Number,
3. IFSC code of the branch.

- 5.11.4 Payment will be made within 90days from the date of completion of work. For any delay in payment, simple interest shall be paid by the TANTRANSCO for the delayed period beyond 90 days at SBI 3 months MCLR rate prevailed at the time of signing of Agreement. All Correspondences regarding payment shall be made with the Executive Engineer/Operation/Thiruverkadu 230kV SS- Chennai

- 5.11.5 For the delayed payments, if any, TANTRANSCO will not pay any interest on any account. In cases of delayed completion of work, it will be accepted subject to the following conditions. There should be no declining trend in prices. 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 supplies. 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.
- 5.12 The work shall be commenced only after approval/acceptance of
1. Security Deposit cum Performance Guarantee for 5% value of the order.
 2. K2 Agreement and Indemnity Bond.
 3. Undertaking towards jurisdiction for legal proceedings.
- The bills for payment will be passed only after the approval / acceptance of the following:
4. Guarantee Certificate.
 5. Declaration on ITC Benefit
 6. Undertaking for Compliance of Statutory Provisions and Agreement
 7. The contractor shall carry out the work after executing the K2 agreement, indemnity bond with the Executive Engineer/Operation/Thiruvuverkadu. If the contractor does the work without the prior approval of the competent authority, then the competent authority 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.
- 5.13 GUARANTEE (APPLICABLE IF ANY):
- The Plumbing Fixtures, Electrical Fittings etc. in the house keeping works should be guaranteed for the period of 12 months wherever applicable.
 - Any defects or failure occurring within the guarantee period due to poor workmanship and bad quality of Plumbing Fixtures, Electrical Fittings miscellaneous materials etc used shall be rectified/replaced free of cost within 60 days on receipt of intimation from the TANTRANSCO on such defects of failures. If they are not rectified or replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted.
- 5.14 SECURITY DEPOSIT:
- The successful tenderer will have to furnish 5% value of Order as Security Deposit. The payment should be made through Demand Draft drawn in favour of "Superintending Engineer/Operation/North/Chennai, TANTRANSCO", payable at Chennai.

- 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 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. The Security Deposit cum Performance Guarantee will be refunded only if the contract is completed to the satisfaction of the TANTRANSCO and on expiry of guarantee period after ensuring that defects/Damages during the guarantee period are rectified/replaced. If the TANTRANSCO incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the contractor to the TANTRANSCO, then the TANTRANSCO will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the contractor.
- Failure to comply with the terms regarding Security Deposit cum Performance Guarantee set out in the order within the stipulated time, the successful tenderer will entail cancellation of the order without any further reference to the contractor.
- If the performance period of the contract is over and if the material and Workman ship 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.

5.15 COMPLETION OF WORKS:

- At the time of issuing acceptance order, based on the requirements and contingencies, TANTRANSCO has right to advance/postpone the work Schedule at the time of placing Order. Liquidated damages clause shall apply for belated completion.
- TANTRANSCO reserves the right to cancel the order if the work was not carried out as per work schedule. TANTRANSCO also reserves the right to cancel the order if the work schedule is not kept up, without any further notice to the contractor.
- The TANTRANSCO will be at liberty to cancel the contract if the work is not made as per the time schedule specified, notwithstanding its right to claim liquidated damages for the belated completion of work. The defaulting contractors will be liable to pay to the TANTRANSCO in addition to the liquidated damages for delay.

5.16 LIQUIDATED DAMAGES:

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

- If the contractor fails to complete the house keeping works as per the schedule and within the time specified or any extension thereof, TANTRANSCO shall recover from the contractor as liquidated damages, a sum of half a percent (0.5%) of the of the contract value for the non completed work in the respective station/ SS for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the total contract value. The actual date of completion will be, reckoned as date of completion of work for this purpose. Liquidated damages will be done for the

belated work. It is the responsibility of the contractors in time to keep up the work schedule in time. The LD amount will attract GST.

- if the works to be rendered against the Contract are made by the contractor beyond the period of completion stipulated in the indent and if they are accepted by the TANTRANSCO, such acceptance is without prejudice to the TANTRANSCO's rights to levy liquidated damages for the delay in work completion.
- The TANTRANSCO will also be at liberty to cancel the order if the work is not made as per the work schedule specified in the indent, notwithstanding its rights to claim liquidated damages for the belated work completion as on the date of cancellation.
- The contractors are liable to pay the amount of loss sustained by the TANTRANSCO in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TANTRANSCO under the terms and conditions of contract and in the event of awarding the work on some others at a higher price.
- Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
- if there is any downward trend in prices on account of belated work, the tenderers have to accept the same with the levy of liquidated damages, for belated completion of work.
- The defaulting contractors will be liable to pay to the TANTRANSCO in addition to Liquidated Damages for delay, the actual difference in price wherever TANTRANSCO award the balance work to other agencies at a higher cost.

5.17 FORCE MAJEURE:

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

NOTE:

The cause of force majeure condition will be taken into consideration only if the contractor notifies within 15 days from the occurrence of such eventualities. The 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.

- Provided that if the performance in whole or part by the contractor on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANTRANSCO may at its option terminate the contract by a notice in writing.
- The Power cut shall not be considered under force majeure condition. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.

5.18 WORK SCHEDULE INSTRUCTIONS:

The details of work schedule will be furnished by Executive Engineer/Operation/ Thiruverkadu 230kV HGIS .

5.19 RESPONSIBILITY:

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

5.20 FAILURE TO EXECUTE THE CONTRACT:

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

5.21 NON-ASSIGNMENT:

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

5.22 EFFECTING OF RECOVERIES:

Any loss, arising due to non-fulfilment 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.

5.23 RECOVERIES OF DUES:

The Board is empowered

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

TNPDCL/TANTRANSCO, with the available amount due to the contractor against this contract.

5.24 RAW MATERIALS:

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

5.25 INCOME TAX PERMANENT ACCOUNT NUMBER AND TIN NUMBER:

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

5.26 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.

5.27 PAST PERFORMANCE:

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

5.28 JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT)

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, Madras, City Civil Court at Chennai or at the Court of small causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful Tenderer shall furnish an undertaking as per Schedule-E in a non judicial stamp paper of Rs.500/-agreeing to the above condition. Performance Guarantee will be released on expiry of guarantee period after ensuring that defects/damages during the guarantee period are rectified/ replaced.

5.29 QUANTITY ALLOCATION:

At the time of issuing contract for the materials and work, TANTRANSCO reserves the right to allocate the work after ensuring the capacity, ability of supply, work offered

and the past performance.

5.30 LIABILITY FOR ACCIDENT TO PERSONS:

- The CONTRACTOR shall indemnify and save harm to the PURCHASER against all rejections, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by person employed by the CONTRACTOR or his SUB-CONTRACTOR or the works whether under the general law or under the workmen's compensation Act, 1923, or any other statute in force.

On the date of the contract, dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under.

- On the occurrence of an accident which results in the death of the workmen employed by the CONTRACTOR or which is due to the contract work and if so serious as to be likely to result in the death of any such workmen, the CONTRACTOR shall within 24 hours of happening of such accident intimate in writing to the concerned ENGINEER and such officers required by the provision of the workmen's compensation Act the fact of such accident. The CONTRACTOR shall indemnify the TANTRANSCO against all loss or damages sustained by the TANTRANSCO resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by the TANTRANSCO as a consequence, of the TANTRANSCO's failure to give notice under the workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.
- In the event of any claim being made, or action brought against the PURCHASER involving the CONTRACTOR and arising out of the matters referred to and in respect of which the CONTRACTOR is liable under clause, the CONTRACTOR shall be immediately notified thereof, and he shall with the assistance, if he so require, of the PURCHASER but at the sole expense of the CONTRACTOR, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the PURCHASER shall, at the expense of the CONTRACTOR, afford all available assistance for any such purpose.
- In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VII of 1923 and any subsequent amendment thereof whether by the CONTRACTOR, or by the TANTRANSCO, as principal it shall be lawful for the ENGINEER to retain out of money due and payable to the CONTRACTOR such sum or sums of money as may be in the opinion of the said ENGINEER be sufficient to meet such liability.
- The opinion of the ENGINEER shall be final in regard to all matters arising under this clause and will not be subject to any arbitration.
- Liability for damage or loss to third party including inspection officers due to act of the CONTRACTOR or his plant or SUB-CONTRACTOR connected with the execution of the contract shall be fully borne by the CONTRACTOR. The CONTRACTOR shall maintain such detailed records to furnish information regarding entertainment and

discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the Workmen's compensation Act. All cases of accidents or injuries shall be reported to the ENGINEER with all the full details required for the settlement under the workers' compensation Act.

5.31 LIABIALITY FOR DAMAGE TO WORKS OR PLANTS:

- The CONTRACTOR shall during the progress of the work properly cover up and protect the work and plant from damage by exposure to the weather, and shall take every reasonable proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the CONTRACTOR or his workmen or his sub-contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the CONTRACTOR and to the reasonable satisfaction of the ENGINEER. Should such loss or damage happen to units of works or plant or materials falling outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the CONTRACTOR to the satisfaction of ENGINEER.
- In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the PURCHASER, be made good by the CONTRACTOR in like manner but at the cost of the PURCHASER at a price to be agreed between the contractor and the PURCHASER and the PURCHASER shall pay to the CONTRACTOR the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.
- Until the work shall be deemed to be taken over as aforesaid, the CONTRACTOR shall also be liable for and shall indemnify the PURCHASER in respect of all damage or injury to any person or to any property of the PURCHASER or of others occasioned by Act of the CONTRACTOR or his work men or his sub-contractors or by defective design, work or material but not due to cause beyond his reasonable control.
- Provided that the CONTRACTOR shall not be eligible under the contract for any loss or profit or loss of contracts or any claims made against the PURCHASER not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the PURCHASER or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the CONTRACTOR has not control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

5.32 SATISFACTORY COMPLETION OF THE CONTRACT:

If the contractor fails to execute the works satisfactorily as per the contract entered into, then the SD retained in this office will be forfeited. The contract will be terminated by the Executive Engineer/Operation/Thiruverkadu, Thiruverkadu 230 kV Hybrid GIS SS ,Chennai-77 at any time during the contract period.

5.33 AGREEMENT & INDEMNITY BOND:

The successful tenderer shall agree to the terms and conditions of the contract and shall execute an agreement and indemnity bond in a Non-Judicial stamp paper to a value of Rs.200/- and Rs.500/- respectively.

5.34 SUBLETTING OF CONTRACT:

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

5.35 IMPERFECT WORK:

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

5.36 COURTSUIT:

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

5.37 ACCIDENTS:

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

- In the event of an accident in respect of which compensation may become payable under the Employee Compensation Act whether by the CONTRACTOR or by TANTRANSCO as principal it shall be lawful for the TANTRANSCO official to retain out of money due to and payable to the CONTRACTOR such sum or sums of money as may, in the opinion of the said TANTRANSCO official be sufficient to meet such

liability. The opinion of the TANTRANSCO official shall be final in regard to all matters arising under this class.

- The contractor, at his own expense, shall arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
- In case of accident to any workmen of contractors in the course of handling materials or equipment, the contractor should bear necessary compensation that should be awarded to the persons involved in the accident besides arranging immediate medical aid. In case of failure to pay the compensation within the reasonable time, TANTRANSCO will settle the claim and arrange to recover the same from contractors pending bills.

5.38 QUALITY OF WORK:

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

SECTION – VI

SPECIAL CONDITIONS FOR HOUSE KEEPING WORKS:

6.1 GENERAL:

- 6.1.1 The tenderer should have sufficient persons of sound physique and health for daily housekeeping works. One amongst them must be literate enough to supervise the house keeping works.
- 6.1.2 Housekeeping works are to be carried out without causing inconvenience to operation and maintenance of the substation. Necessary safety instructions issued from time to time by the Departmental personnel is to be followed scrupulously during housekeeping works.
- 6.1.3 Permission is to be obtained from the Shift in charge on daily basis before commencing housekeeping works.
- 6.1.4 Necessary entries are to be made in the housekeeping register available in Control room for the housekeeping works attended.
- 6.1.5 Permission is to be obtained from Maintenance wing 2 days prior to undertaking the work, for housekeeping works that do not involve daily periodicity.
- 6.1.6 General tools and special tools for this work should be got by the tenderer. The tenderer should have safe custody of his materials and any loss of materials by theft or otherwise should be made good by the tenderer.
- 6.1.7 The contractor has to execute this work as per the instructions of the departmental Engineers (or) representatives at site. Any non compliance on the part of the contractor of the above conditions will be viewed seriously and appropriate action will be taken against the tenderer in such cases.
- 6.1.8 The tenderer shall take adequate precautions against any accident to the men and materials and shall indemnify the TANTRANSCO against all actions, suits, claims or cost expenses, arising out of such accident under the general law and under the workmen's Compensation Act or any other informer at that time.
- 6.1.9 It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employees against any accident from any cause and he shall indemnify the TANTRANSCO against any claims for damages for injury to person or property resulting from any such accident and shall also where the provisions of the Workmen's Compensation Act applied and take steps to property insure against any claims there under by way of accident , risk, insurance, demand for all purpose relief.
- 6.1.10 Any difference of opinion or dispute if any between the departments subordinates and the tenderer /tenderers representatives shall be cleared before further proceeding the work.
- 6.1.11. The tenderer shall make own arrangements for pumping, transport using suitable vehicle and disposal of sewage during the contract period.
- 6.1.12. Consumables mentioned above in the schedule – A should be of good Quality (preferably of reputed brand) and should not affect the health of persons handling it.
- 6.1.13. Housekeeping works which are required to be taken up on urgent priority as instructed by the territorial engineer is to be taken up by the Contractor in co- ordination with the Department.

SECTION – VII

GENERAL CONDITIONS (STATUTORY COMPLIANCES)

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

1.0 CONTRACT LABOUR REGULATIONS :

- (i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
 - (a) Name and situation of the work
 - (b) Contractor's name and address
 - (c) Particulars of the Department for which the work is undertaken
 - (d) Name and address of sub-contractors as and when they are appointed
 - (e) Commencement and probable duration of the work
 - (f) Number of workers employed and likely to be employed
 - (g) 'fair wages' for different categories of workers
 - (h) Number of hours of work which shall constitute a normal working day:-
 - (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 Officer.
- (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
- (iv) Employment Card: The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible

- (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
- (a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- (vii) Register of Accidents: The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:-
- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages.
- (c) Sex
- (d) Age.
- (e) EPF UAN number
- (f) ESI number
- (g) Aadhaar number
- (h) Nature of accident and cause of accident.
- (i) Time and date of accident.
- (j) Date and time when admitted in hospital.
- (k) Date of discharge from the hospital.
- (l) Period of treatment and result of treatment.
- (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (n) Claim required to be paid under Workmen's Compensation Act.
- (o) Date of payment of compensation.
- (p) Amount paid with details of the person to whom the same was paid.
- (q) Authority by whom the compensation was assessed.
- (r) Remarks.
- [Note: k,l,m,n for the workmen not covered under the ESI provisions]
- (viii) Preservation of Registers : The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein
- (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

- (x) Disposal of amounts recovered from the Contractor : The Engineer-in- Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.
- (xi) Welfare Fund : All moneys that are recovered by the Engineer-in- Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
- (xii) Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen
- (xiii) Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in- Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
- (xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.
- (xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

2.0 Compliance of EPF& MP Act, 1952:

- a. The Contractor who take up works contract for 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 code number.
- c. The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- d. The contractor should submit necessary returns to EPF Organization 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 Organization 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. TANTRANSCO (Principal employer) is not liable for any lapse found in remittance of Employer contribution towards EPF & ESI made bu the contracts entered by TANTRANSCO
- h. Contractor in this regard will be noted for all future Contracts of TANGEDCO/TANTRANSCO.

3.0 Compliance of ESI Act 1948 :

- a The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
- b The contractor should have a separate ESI main code number.
- c The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- d The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the
- e said ESI Act.
- f 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.
- g 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.
- h TANTRANSCO (Principal employer) is not liable for any lapse found in remittance of Employer contribution towards EPF & ESI made bu the contracts entered by TANTRANSCO
 - (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
 - (ii) 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 The Building and Other construction Workers Act:- (other than the under the Factories Act)circle/station registered

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

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

- (a) The Contractor who take up works contract for 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) central rules 1971.
- (i) Muster Roll in Form – XVI.
 - (ii) Register of Wages in Form – XVII.
 - (iii) Register of overtime in Form – XVIII.
 - (iv) The contractor shall issue an photo identity card to his employees.

6. Wages:-

- (a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
- (b) The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.
- © The contractor should pay the wages to their employees only through digitally(i.e) paid directly to the bank account of the employee.

7. 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.

8. ESI Documents for While Claiming Bills:-

- (a) The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory).
- (b) The contribution history of the respective months should be submitted.

- (c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.
- (d) All the documents should duly signed with seal by the contractor.

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

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

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

New Forms:

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

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

- (a) An undertaking as specified in Annexure-A should be furnished by the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.
- (b) The TNEB (TANGEDCO/ TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [Annexure- I] with respective Executive Engineer's of the circle.

11. 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. If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.
 - (vi) 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.
 - (vii)
 - (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.
- All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned
- (i) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - (b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - (ii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-
 - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate

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

SCHEDULE – A

PRICE SCHEDULE FOR WORKS AND QUANTITY

Sl.No.	Description	Qty	Rate in Rs.	Per	Amount in Rs.
1	Sweeping , mopping of office floors (Tiles flooring) control room & office room of EE, AEE & AE , relay room , A.C & D.C Distribution Panel room, Battery room, steps, staircases, handrails with scented cleaning agents including clearing and disposal of waste papers daily, Dusting and cleaning of files records in racks, furniture for twice in a week, cleaning of all partition walls, ceilings [Brick, wooden &Aluminum, Glazed], Staircase, hand rails, doors, windows, blinds, Name boards, Electrical fittings viz. Tube lights, fans, Electrical fixtures, Switch boxes etc, removal of cobweb once in a month collecting and disposing all the waste to outside of the Office complex, with all general cleaning inside the office Floors etc... complete as directed by the Engineer at site including the cost of all labour, labour uniforms, lead, lift, T&P, cost of all consumable materials such as cleaning powder, Broom sticks, Cobweb sticks, Bamboo baskets, Swabs, Mops, Dungry cloth, Buckets, cost of all consumables etc. complete (382.0715Sq.mtr * 300 days)	114621.45 m ²		1 m ²	
2	Sweeping of open areas around office buildings and approach roads. Collection and removal of garbage and wastes from campus to outside office complex daily, all general outdoor cleaning with sprinkling of water, including removal of weeds and unwanted materials as directed by the Engineer at site including the cost of all labour, labour uniforms lead, lift, T&P, cost of all materials such as coconut brooms, Bamboo baskets, cost of all consumables etc.(230.4*8*12)+(2931.75*12)	57299.4m ²		1 m ²	
3	Maintenance charges for cleaning the wash basins, water closets, urinals and floor and wall tiles by spraying of disinfectant and placing camphor balls and urinal scented in the urinals and wash basins, sweeping and cleaning the floor surface and side wall surface, gratings, neatly cleaning the sanitary duct, removing dirt/refuge and cobwebs and ping away the stagnated water at periodic intervals, including carrying out of other miscellaneous works during lean hours as directed by the Engineer in charge including materials for cleaning except phenyl. The toilet should always be clean, neat and tidy without any odor or foul smell. (Daily)(19.7999 sq.mtx300 days)				

a.	Toilet floors (includes cleaning of wall tiles & doors / ventilators, removal of cobweb) (19.7999 x 300 days)	5939.7m ²		1 m ²	
b.	Water closets (IWC / EWC)(4x300 days)	1200Nos		E	
c.	Urinals cleaning & providing scented urinal screen, coloured (2x300 days)	600Nos		E	
d.	Washbasins (4x300 days)	1200Nos		E	
4	Rodent Control for the entire building (EE, AEE, AE, control room, Relay room, A/c & D/c board, Battery room, DG set and Rest room) shall be carried out once in a month, as and when required including removal of dead rats daily, cleaning and spraying with chemicals and as directed by the engineer at site (12 services per year). (442.071 sq.mt x 12 service)	5304.85m ²		1 m ²	
5	Mosquito Control for the entire building shall be carried out once in a fortnight and as directed by the engineer at site (24 services per year).(442.071 sq.mtx24 services)	10609.70 m ²		1 m ²	
6	General Disinfestations Work for the control of Cockroaches and other insects (spread of any virus) in office area, once in 3 months using approved disinfectants, (4 services per year) (442.071 sq.mtx4 services).	1768.28 m ²		1 m ²	
7	Cleaning of landline phones, accessories and chords using appropriate cleaning agents, good fragrance spray or liquid, cleaning of phone stand / table. The rate includes the cost of labour, materials etc., complete.(300days x 5)	1500Nos		E	
	Sub Total				
	GST @ 18%				
	TOTAL				

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – B

**STATEMENT OF WORK ORDERS EXECUTED / UNDER EXECUTION DURING THE LAST ONE
YEARS AS ON THE DATE OF TENDER**

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

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – C

DEVIATION FROM COMMERCIAL TERMS

All deviations from the commercial terms shall be filled in by the Tenderer, clause by clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The Tenderer hereby certifies that the above mentioned are the only deviations from the Commercial terms of the Specification.

COMPANY SEAL:

SIGNATURE :

DESIGNATION:

COMPANY :

DATE :

SCHEDULE – D
UNDER TAKING IN LIEU OF EMD

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

THIS DEED OF UNDERTAKING EXECUTED AT _____ ON THIS THE _____ DAY
OF _____ TWO THOUSAND AND TWENTY FOUR BY expression shall where the context so
admits mean and include their Agents, Representatives, Successors-in- office and Assigns).

TO AND IN FAVOUR OF **EXECUTIVE ENGINEER/OPERATION/
THIRUVERKADU, Thiruverkadu 230 kV Hybrid GIS SS, CHENNAI-77, TAMIL NADU
TRANSMISSION CORPORATION LTD.,** a corporation incorporated under the companies Act 1956
having its office at 10th Floor, NPRR Maaligai, 144, Annasalai, Chennai-2 herein called the
"TANTRANSCO" (Which expression shall where the context so admits mean and include its successors
in office and Assigns.)

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

AND WHEREAS the tenderer is exempted by the 'TANTRANSCO' from payment of EMD in the
form of cash, subject to the tenderer executing an undertaking to the value of Rs. _____ (Rupees
_____) representing the amount equivalent to the amount of EMD
specified to be paid to the 'TANTRANSCO' in the event of non-fulfilment of 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 doth 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. _____ only) in the event of :

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

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

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

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

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

SIGNATURE

In the presence of Witnesses

1.
(Signature with name & address)

(Name in Block letter
Seal of the company)

2.
(Signature with name & address)

SCHEDULE – E

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS.

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

To

The Executive Engineer/Operation,
Thiruverkadu 230kV Hybrid GIS Substation
TANTRANSCO,
Thiruverkadu,
Chennai -77.

This undertaking executed at on this (date)
..... (month) TWO THOUSAND AND TWENTY FOUR 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 hereinafter called the
purchaser (which expression shall where the contest so admits means and includes its successors in
office and assigns)

WHEREAS the contract is for Works Contract For Housekeeping (cleaning sweeping and
conservancy works) for the period of One year from the date of utilization in Thiruverkadu 230 kV
Hybrid GIS Substation in Chennai Operation/ North Circle In Terms Of The Work Award No.
..... Dt.

AND WHEREAS in accordance with clause of the above said Work Award certain
terms were stipulated for the above work.

AND WHEREAS in accordance with clause of the above mentioned Work Award 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

SCHEDULE – F

Declaration on ITC Benefit

(to be submitted in NJS paper of value not less than Rs.500/-)

To
The Executive Engineer/Operation,
Thiruverkadu 230kV Hybrid GIS Substation
TANTRANSCO,
Thiruverkadu,
Chennai -77..

Sub: 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.

Signature of bidder with Company Seal

Note: Bidder may strike out the para not applicable

SCHEDULE –G
IRREVOCABLE BANK GUARANTEE FOR FURNISHING EMD
(In Rs.500/-Non-judicial stamp paper)

B.G.No.
Date

Amount: Rs.
Valid till:

THIS DEED OF GUARANTEE made on this..... Day of Two thousand and.....by the.. (Bank)., at(address of the bank) under the Act, 1969 and having its central office at, and amongst other places branch athereinafter referred to as the "BANKS"), to and in favour of TANTRANSCO, a Company registered under the Company's Act 1956 having the office at N.P.K.R.R. Maaligai, Electricity Avenue, 144, Anna Salai, Chennai-2, represented by the..... (hereinafter called the 'Purchaser').

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

AND WHEREAS in accordance with the terms of the Tender Specification No..... the Bidder has to pay a sum of Rs.....(Rupees.....only) towards Earnest Money Deposit or furnish an irrevocable bank guarantee from a nationalized bank for an amount specified in the tender specification for the purpose of participating in the tender and adherence to the terms and conditions mentioned in the Tender Specification

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

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

NOW THE DEED WITNESSES AS FOLLOWS:

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

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

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

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

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

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

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

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

NOTWITHSTANDING anything contained herein above

(a) Our liability under this Bank Guarantee shall not exceed Rs...../-
(Rupees.....only)

(b) This Bank Guarantee shall be valid up to and

(c) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before, the expiry of this Guarantee.

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

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

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

IN THE PRESENCE OF WITNESS:

1.

(Name in Capital with Address)

2.

(Name in capital to be superscribed with
Designation office address or residential address)

SCHEDULE – H
DECLARATION FORM

(To be signed with company seal on letter head and submitted in the technical Bid)

To

The Executive Engineer/Operation,
Thiruverkadu 230kV Hybrid GIS Substation
TANTRANSO,
Thiruverkadu,
Chennai -77.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No & Description of material/work: Works contract for housekeeping (cleaning sweeping and conservancy works) for the period of one year from the date of utilization in Thiruverkadu 230 kV Hybrid GIS substation.

Dear Sirs,

- 1) Having examined the above Specification together with the accompanying schedules, Annexures etc., we hereby agree to execute the tendered work covered in this Specification at the rates entered in the Price Bid.
- 2) I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
- 3) The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4) I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5) In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the earnest money deposit absolutely.
- 6) We hereby guarantee the particulars entered in the schedule attached to the Specification.
- 7) Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section - 15 of the Sick Industrial Companies (Special Provisions) Act 1985.
- 8) In accordance with security deposit clause, Section-7 of the specification we agree to furnish D.D. / Bankers cheque / Undertaking in lieu of Payment of Security Deposit of 3% of the total value of the contract

Yours faithfully,
PLACE : CHENNAI. SIGNATURE:
DATE : DESIGNATION :
COMPANY SEAL :

ANNEXURE-I

CHECK LIST FOR BID QUALIFICATION

INSTRUCTIONS:

(a) Strike off, whichever is not applicable.

(b) Separate sheets should be used, wherever necessary:

Sl.No	Particulars	Bidder's response
1.	Name and Address of the Firm/Company	
2.	Address of the Registered office, Phone Nos. etc	
3.	Address of the Factory/Works, Phone Nos. etc.	
4.	Mail id. for correspondence	
5.	Proof for payment of EMD/BG, Proof of SSI or NSIC Or (b) Memorandum part II certificate (for local unit) / NSIC certificate (for outside unit) along with Undertaking in lieu of EMD as in 3(x) below in non judicial stamp paper not less than Rs 500/-.	
6.	i. Confirm whether the tenderer is a registered contractor in TANTRANSCO/TNPDCL/TNEB ltd ii. If yes, whether documentary evidence is enclosed iii. If so, list the documentary evidence	Yes/No
7.	Whether the bidder is old contractor/contractor to the TNEB/TANTRANSCO/TNPDCL	Yes/No
8.	Whether the copies of orders executed by the bidder in respect of materials tendered to State Electricity Boards/Power utilities enclosed.	Yes/No
9.	Whether EPF, ESI and Labour License Number enclosed	Yes/No

DATE :

PLACE:

SIGNATURE OF THE TENDERER

NAME :

STATUS IN THE COMPANY
(AFFIX SEAL OF THE COMPANY)

ANNEXURE-II.

CHECKLIST FOR COMMERCIAL TERMS

INSTRUCTIONS:

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

Sl.No.	Particulars	Bidder's response
1.	EARNEST MONEY DEPOSIT: Amount Rs.2323/- (Rupees Two Thousand Three Hundred and Twenty Three only)	
	Mode of payment	Demand Draft in favour of the Superintending Engineer /Operation /North /Chennai/TANTRANSCO Or Bank Guarantee valid for one year
	iii. If exempted state whether the bidder is SSI unit of Tamil Nadu/SSI unit registered with NSIC/ Unit of Government of Tamil Nadu	Yes/No
	iv If SSI unit state whether copy of duly attested Permanent Registration Certificate enclosed.	Yes/No
	v. Whether the material / work tendered is included in the certificate.	Yes/No
	vi. Validity of the permanent registration certificate.	Yes/No
	vii. Whether undertaking on a non- judicial stamp paper of value more than Rs.500/- (Rupees Eighty) enclosed in lieu of EMD	Yes/No
2.	Whether the offer is valid for a period of 120 (One hundred and Twenty) days from the date of opening of commercial/Technical bids	Yes/No
3.	PRICE: i) Whether the price quoted is firm	Yes/No
	ii) Unit Goods & Service Tax on Ex-works price, and F&I (Percentage and amount)	Yes/No
4.	Whether the tenderer is agreeable for the following clauses specified under Section V of the specification. i. Payment terms	Yes/No
	ii. Security Deposit	Yes/No

	iii. Contract period	Yes/No
	undated damages	Yes/No
	v. Guarantee (if applicable)	Yes/No
	vi. Jurisdiction for legal proceedings	Yes/No
5.	Whether tenderers furnished their Permanent Account Number (PAN) /GST Number (GSTIN) in their offer.	Yes/No PAN No. GSTIN No.

DATE :

SIGNATURE OF THE TENDERER

PLACE:

NAME :

STATUS IN THE COMPANY
(AFFIX SEAL OF THE COMPANY)

ANNEXURE-III

UNDERTAKING

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

Name of the contractor:

EPF Main code number:

ESI Main code number:

Nature of the work: Works contract for housekeeping (cleaning sweeping and conservancy works) in Thiruverkadu 230 kV Hybrid GIS substation.

Contract / K2 Agreement No.:

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

Authorized Signatory of the contractor

Date:

Place: