



**TAMIL NADU POWER GENERATION CORPORATION LIMITED**

**TUTICORIN THERMAL POWER STATION**

**SUPPLY, ERECTION AND COMMISSIONING OF DISCHARGE PIPE WITH MAN HOLE  
TAPPING FOR CONDENSER INLET (EAST SIDE) (OD – 1650 MM, ID – 1600 MM,  
LENGTH – 5000 MM, THICK – 25 MM) OF UNIT V**

**SPECIFICATION FOR  
PROCUREMENT / WORKS CONTRACT / SERVICE CONTRACT  
THROUGH E-TENDERING**

**(Through NIC Platform)**

**SPECIFICATION NO. CE / TTPS - 4433-M /2025-26**

**OPENING DUE ON 08.01.2026**

**OPEN TENDER / TWO PART SYSTEM (HQHLTC)**

**OFFICE OF THE CHIEF ENGINEER  
TUTICORIN THERMAL POWER STATION  
TUTICORIN - 628 004  
TAMIL NADU.**

**Service Provider: The Tamil Nadu Government e-Procurement System  
Website for online bid submission: <https://tntenders.gov.in/nicgep/app>**

## **INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER**

The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in/nicgep/app> only. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited.

### **REGISTRATION:**

- 1) The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
- 2) As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
- 4) Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered +by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then can login to the site through the secured login by entering their user ID/ password and the password of the DSC / e-Token.
- 7) **Correspondence details :** For queries related to registration and online bidding (NIC):

e-mail : support.etender@nic.in  
 Contact No. : 044 – 24466495  
 24902580 Extn:332  
 24917850

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. **Bid**

**documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5) The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

### **ELECTRONIC SUBMISSION OF BIDS: (OPEN TENDER – TWO PART SYSTEM)**

The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

#### **Procedure for submission of bids:**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.

4) The scanned copy of payment made through RTGS/NEFT or by way of account transfer towards EMD amount has to be uploaded. TNPCL shall not be responsible for any delay in uploading the proof of EMD by any mode.

5) A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

**6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

11) The TNPGL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPGL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

#### **Late Bids:**

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.

#### **Modification and withdrawal of bids:**

- 1) Bidders may modify their bids online before the deadline for submission of bids.
- 2) In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- 3) No bid may be modified after the deadline for submission of Bids.

#### **ASSISTANCE TO BIDDERS:**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

- 1) Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

It may be noted by the bidders that NIC is only service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TNPGL and the successful bidder(s) subsequent to the bidding process.

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**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**  
**SPECIFICATION NO. CE / TTPS - 4433-M / 2025-26**

1	Tender Specification No.	CE / TTPS / 4433 -M				
2	Name of Work	<b>Supply, Erection and Commissioning of Discharge pipe with man hole tapping for condenser inlet (east side) (OD – 1650 mm, ID – 1600 mm, Length – 5000 mm, Thick – 25 mm) of unit V.</b>				
3	Quantity	As per specification				
4	Method of Tender	<b>Open E-Tender System /Two Part System</b> (Online Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> of NIC.				
5	a. Earnest Money Deposit (EMD)	I) <b>Rs.79,100/- (Rupees Seventy Nine Lakhs and One Hundred Only)</b> to be paid through online payment gateway. The online payment Gateway has been enabled for TNPGL in TN Tenders portal ( <a href="http://www.tntenders.gov.in">www.tntenders.gov.in</a> ). The payment for EMD will be carried out by the Bidders only through online payment mode. (or) II) In the form of Bank Guarantee with one year validity.				
	b. Permanent EMD	<b>Rs.20 Lakhs</b> or above with TNPGL Head quarters or TTPS				
	c. EMD Exemption categories	The exempted categories of tenderers as given in Section-I  Micro and Small enterprises registered in UDYAM portal for tendered item located within Tamil Nadu are eligible for EMD exemption against SSI status upon uploading of documentary evidences.				
6	URL for <b>online bid submission for e-tender</b>	<b>18.12.2025</b> <b><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></b>				
7	Last date for submission of EMD	<b>07.01.2026 @ 12.00 Hr.</b> (The EMD amount has to be received in TTPS (TNPGL) Account through e payment, by 2 hours before closing time of tender)				
8	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	<b>07.01.2026 up to 14.00 Hrs.</b>				
9	Date & time of opening of tender electronically	<b>08.01.2026 @ 14:30 Hrs.</b>				
10	Specification at website	The tender specification will be placed at the following web sites. The prospective bidders may download the same. <table><tr><td>TNPGL</td><td><a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a></td></tr><tr><td>NIC</td><td><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></td></tr></table> <b>The prospective bidders may download the same at free of cost.</b>	TNPGL	<a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a>	NIC	<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
TNPGL	<a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a>					
NIC	<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>					
11	Documents to be uploaded by the Tenderers during e-submission	Schedules "B" to "K" and other documents whichever is applicable.				
12	Tenders during e-submission	The Superintending Engineer, Purchase & Administration, <b>MM Division</b> , Tuticorin Thermal Power Station, Tuticorin – 628 004.				
13	Place at which tenders will be opened	Office of the Superintending Engineer, Purchase & Administration, <b>MM Division</b> , Tuticorin Thermal Power Station, Tuticorin – 628 004.				

**TENDER SPECIFICATION No. CE/TTPS/4433 -M**

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## SPECIFICATION NO. CE / TTPS - 4433- M /2025-26

### SECTION – I - EARNEST MONEY DEPOSIT

- 1.1 Tenderer should pay the specified amount towards Earnest Money Deposit as follows:- EMD: **Rs.79,100/- (Rupees Seventy Nine Lakhs and One Hundred Only)**

The Earnest Money Deposit specified above **to be paid through online payment Gateway mode.**

Scanned copy of the E-receipt duly reflecting the EMD Transaction shall be uploaded.

- 1.2 If submitting Earnest Money Deposit as BG/PEMD/Udyam(SSSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.
- 1.3 After confirming the EMD paid amount / Exemption uploaded, then only the system /tender portal will allow to submit the technical and financial bids.

1.4. **Mode of Payment:**

**a) The online payment Gateway has been enabled for TNPGL in TN Tenders portal ([www.tntenders.gov.in](http://www.tntenders.gov.in)). All the payments for the tenders like Earnest Money Deposit will be carried out by the Tenderer only through online payment mode. The Earnest Money Deposit amount should be the exact amount and no excess or less amount should be transferred through online payment gateway services of State Bank of India (SBI). If excess or short, the tender status will be shown as invalid. The Earnest Money Deposit payment to be made only single payment.**

- 2 The Tenderers who are having valid Permanent EMD with TANGEDCO/TNPGL for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

The PEMD of Rs.20 Lakhs deposited on or after **11.11.2021** alone is eligible for EMD exemption in this tender.

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

3 **Bank Guarantee (BG):**

- a) The EMD in the form of Bank Guarantee (BG) with one year validity is also acceptable.
- b) The Bank Guarantee towards EMD shall be in the form of an irrevocable Bank Guarantee on non-judicial stamp paper of value not less than Rs.500/- as per the proforma enclosed as Schedule-L in section VI of this specification obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.
- c) In case EMD is paid in the form of Bank Guarantee, original Bank Guarantee should be submitted within 3 working days from the date of tender opening in addition to uploading soft copy of it in the tender portal.
- d) The scanned copy of the B.G shall be uploaded with the Bid.
- e) The Bank Guarantee shall be valid for one year.
- f) The Scanned copy of the E-receipt duly reflecting the EMD Transaction shall be

uploaded. or the scanned copy of the Bank Guarantee should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected.

4. The EMD will not carry any interest.
5. The Earnest Money Deposit will be auto refunded to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender
- 6.0 In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the Security Deposit payable by the tenderer.
- 6.1 Any other mode of payment of EMD shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the Government portal.
- 6.2 If the offer is found to be bogus or false during evaluation, TNPGL could invoke the Bank Guarantee to recover the EMD on forfeiture.

**Any other mode of payment of EMD other than on line payment/BG shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.**

**7. Exemption for payment of Earnest Money Deposit.**

The following categories of Industries are exempted from payment of EMD subject to ensuring that the tendered item should be covered in their registration certificate showing the materials permitted to manufacture.

- i **"Micro and Small Enterprises located within the state of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a Copy of Udyam Registration certificate or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them for participation in this tender and whenever it is deemed necessary, the TNPGL may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors".**
- ii. Departments of the Government of Tamil Nadu.
- iii. Undertakings and Corporations owned by the Government of Tamil Nadu.
- iv. Labour Contract Co-operative Societies registered within Tamil Nadu.
- v) **The Micro & Small Enterprises having provisional registration certificate are not eligible for exemption.**
- vi) **Bidders shall submit an undertaking in the form as per Schedule-K that they would pay penalty an amount equivalent to Earnest Money Deposit in the event of non – fulfillment or non – observance of any of the conditions stipulated.**

**Note:**

1. **Central and other State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.**
2. The industries who are exempted from payment of EMD, subject to the enterprise registered under the ministry of MSME shall register itself under Udyam Registration.

3. **Only enterprises which comes under MICRO and SMALL categories are eligible for EMD exemption.**
4. **The MSME Units located outside the State of Tamilnadu are not eligible for exemption from payment of EMD in TNPGL tenders against Udyam Registration Certificate even though registered in Udyam portal for tendered items.**

## **REGISTRATION OF MICRO, SMALL & MEDIUM ENTERPRISES BY COMPOSITE CRITERIA IN UDYAM REGISTRATION & GUIDELINES:**

### **7.1 Classification of Enterprises:**

As per the Ministry of Micro, Small and Medium Enterprises, GOI Notification No S.O 2119 (E) dt.26.06.2020 the enterprises are classified as:

- i) **A Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 1 Crore (one crore Rupees) and turnover does not exceed Rs. 5 Cr. (Rupees five Crore);
- ii) **A Small Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 10 Cr. (Ten crore Rupees) and turnover does not exceed Rs. 50 Cr. (Rupees fifty Crore);  
and
- iii) **A Medium Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 50 Cr. (Fifty crore Rupees) and turnover does not exceed Rs.250 Cr. (Rupees Two Hundred and Fifty crore).

### **7.2 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 purpose of classification.

The turn over details certified by 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 to be uploaded.

### **7.3 Calculation of Investment:**

The Plant and machinery as assigned to the plant machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the Explanation I to sub section (1) of section 7 of the Act shall be excluded from the calculation of the amount of Investment in Plant and Machinery.

The investment value in Plant and Machinery for the purpose has to be certified by a Chartered Accountant and the same is to be uploaded along with the bid in case the bidder claims EMD exemption.

- a) Central and the State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

**The Micro and Small Enterprises satisfying the composite criteria under reclassification notified by MSME with Udyam Registration Certificate for tendered item are only exempted from EMD payment.**

Micro and Small Enterprises located outside Tamil Nadu are not eligible for exemption from payment of EMD in this tender against Udyam Registration certificate eventhough registered in Udyam portal for the tendered item.

**8) DOCUMENTS TO BE UPLOADED AS A PROOF OF ELIGIBILITY FOR EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT:**

**I. Copy of Udyam Registration Certificate**

**II. (a) Copy of turnover details certified by Chartered Accountant.  
and**

**(b) Copy of Investment held in Plant & Machinery certified by Chartered accountant should be furnished for availing payment of EMD exemption.**

**III. Those tenderers under exempted category from payment of EMD shall upload the Undertaking in lieu of EMD in the tender portal through authorised DSC in the form as per Schedule-K duly filled up and signed in Rs.500/- Non Judicial Stamp Paper by the bidders as acceptance to pay as penalty an amount equivalent to EMD, together with cost if any, 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 undertaking in lieu of EMD duly signed by the bidders uploaded in the tender portal through authorized DSC shall be considered as valid.

The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.

**9) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES:-**

- i) If the documentary evidences towards Exemption from payment of EMD are not uploaded
- ii) Exempted Tenderers are to produce copy of their Registration Certificate showing the materials which they are permitted to MANUFACTURE and the PERIOD OF VALIDITY OF CERTIFICATE.
- iii) Exemption of EMD is allowed to the units for those materials manufactured in their Units. If the tendered items are not on their manufacturing range, the tenderer cannot claim exemption from payment of EMD and such tenders will be rejected straight away.
- iv) If not furnished the details for Investment held in Plant and Machinery certified by Chartered Accountant and another certificate for Annual turnover value certified by Chartered Accountant.
- v) If not furnished the Undertaking in lieu of EMD specified under Sl.No.8 (III).

**10) The following should be uploaded by the Vendor during submission of Techno commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.**

The proof of Permanent EMD certificate

(OR)

The proof for exemption of EMD and certificate towards Investment held in plant & machinery and certificate for Annual turnover certified by Chartered Accountant and undertaking in lieu of EMD in the format as per schedule - K.

**11) REFUND OF EMD:**

- (i) The Earnest Money Deposit will be refunded automatically to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender. i.e. after technical evaluation
- (ii) The Earnest Money Deposit will be refunded automatically to the eligible tenderer who have not received the detailed Purchase order. i.e. after issue of Award Of Contract.
- (iii) The Earnest Money Deposit will be transfered to TNPGL account in the case of successful tenderer on receipt of detailed Purchase Order and will not carry any interest. The Earnest Money Deposit will be adjusted in the Security cum Performance Guarantee.
- (iv) The refund of EMD will be made to the bank account from which EMD is paid by the bidder through portal.

**12) The Earnest Money Deposit / Permanent EMD made by Tenderer will be forfeited on the following conditions :**

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
- ii) If he revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the Tender specification.
- iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.
- v) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TNPGL Limited.
- vi) In case of tenderers participating on the strength of Exception Categories, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.
- vii) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TNPGL.

**13) In respect of the successful tenderer, the EMD remitted by the bidder will be carried over as part of the security deposit payable by the tender.**  
**Successful tenderer who had participated in the tenders upon PEMD will have to remit the full amount of security Deposit required for individual contracts.**

**SECTION – II**  
**BID QUALIFICATION REQUIREMENTS (BQR)**

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

1. The Tenderer should have previously supplied Discharge pipe with man hole tapping for 1200 mm dia or above / Drive wheel assembly / Trash rack gate, for TWS across water Flow of 12600 M3/hr or above, in sea water application in any Thermal Power Station with a capacity of 210 MW as a Single Unit or above of State / Central Govt. Organizations, PSU in India for a value of not less than **Rs.19.77 Lakhs in a single order. The bidder should upload the relevant Purchase Order.**
2. The Annual Turn Over of the Tenderer should not be less than **Rs.26.37 Lakhs** in any one of the three financial years (ie) (2021-22, 2022-23 & 2023-24). The bidders should upload the following evidences for annual turnover **for all the three said financial years.**

In case of companies registered under Companies Act, the **copy** of the Audited Financial Statements like, P & L Account and Balance Sheet for all the above 3 years may be **scanned and uploaded.**

In case of others, the **copy** of Annual Turn Over certified by practicing Chartered Accountant for all the above 3 years may be **scanned and uploaded** as documentary proof to ensure the turnover criteria.

**The Audited annual Accounts, Annual Turnover Certificate issued by Chartered Accountant should necessarily contain UDIN of the document.**

## **SECTION – III**

### **REJECTION OF TENDERS**

- I. Tenders will be SUMMARILY rejected if:
  - a). The EMD requirements are not complied with.
  - b). If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
  - c). The Bid Qualification Requirements as per Section-II of this Specification are not satisfied.
- II. Tender is LIABLE to be rejected, if it is:
  - a) Not covering the entire scope of supply of materials.
  - b) If the declaration as specified in Schedule E (Declaration Form) & I (Tender Acceptance Letter (e-Tender)) is not signed and enclosed.
  - c) With validity period less than that stipulated in this specification.
  - d) Not in conformity with TNPGL's Commercial terms and Technical Specifications ( Section V and VII)
  - e) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
  - f) From any black listed Firm or Contractor.
  - g) Received by Telex / Telegram / E-Mail/ Fax/ Post.
  - h) From a tenderer whose past performance / Vendor rating is not satisfactory
  - i) Not containing all required particulars as per Schedule A to I.
  - j) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
  - k) The offer of bidders who have not furnished the GSTIN Number in the offers.
  - l) Received after tender opening
  - m) Offers giving lumpsum price, without giving their breakup as per details required in the Schedule-A **PRICE BID**
  - n) Tender, which is incomplete, obscure or irregular
  - o) Bidder should produce EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be uploaded or otherwise their tender will be liable for rejection. (Implementation of EPF & Misc. Prov. Act 1952).

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## **SECTION – IV**

**SPECIFICATION NO. CE/TTPS - -M /2025-26**

### **INSTRUCTION TO TENDERERS**

#### **4.1 THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998:**

- 1) The Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 2) THE TENDERERS WHO DO NOT FULLFILL THE "BID QUALIFICATION REQUIREMENT" AS PER SECTION-II NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.
- 3) The terms 'tenderer', 'supplier', 'contractor' refer to Bidder. The terms 'Purchaser', 'Board' 'TNEB' refer to TNPGL.

#### **4.2 SCOPE OF SUPPLY:**

- 1) The Scope of supply (described in Schedule-A) includes design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at TNPGL stores/TTPS/TUTICORIN/Tamil Nadu and erection, testing, commissioning works.

Any supply/service which has not been specifically mentioned but is required for the complete fulfilment of the work and fulfilment of Performance Guarantee shall also be supplied by the bidder.

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

#### **4.3 SUBMISSION OF TENDER OFFER:**

The tenderer is expected to examine all instructions, Schedules and Annexure 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.

#### **4.4 SUBMISSION OF TENDERS:**

1. The Tender Offer consisting of Schedules-B to I should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him/ her to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
2. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him/her to do so, Certified copies of which shall be enclosed.
3. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised 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. The tenderer should furnish the GSTIN numbers in the offer.

5. VENDOR REGISTRATION: In TNPGL /TANTRANSCO vendor registration has come into effect from 01.02.2021 as per TANGEDCO Proceedings No. 311, Dt. 29.12.2021. The firms must register in the website <http://exam.tnebnet.org/tnebvendur> for vendor registration.

4.5. **Modifications/Clarifications to Tender Documents:**

1. At any time after the commencement of e-Tender and before the closing of the event, TNPGL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login .
2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Chief Engineer/TTPS/Tuticorin will clarify the same.
3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/TTPS/Tuticorin on the clarifications will be final and binding on the Tender.
4. All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
5. All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4.6. **QUOTATION OF RATES:**

1. Rates should be quoted in integers.
2. Offers giving lumpsum price, without giving their breakup as per details required in the Price Schedule-A shall be liable for rejection.

4.7. **PRINTED TERMS AND CONDITIONS IN TENDERS:**

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

4.8. **INCOMPLETE TENDERS:**

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

4.9. **AMBIGUITIES IN CONDITIONS OF TENDERS:**

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

- 4.10. The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 4.11. Tenderers shall bear all costs associated with the participation in the e- Tender and the purchaser will in no case be responsible or liable for these costs.
- 4.12. 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.
- 4.13. The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, telephone and Fax Nos. etc. in their tenders so as to arrange inspection by the TNPGL, if considered necessary.

#### 4.14 **DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**

The prices quoted should be on FOR Destination basis for delivery at Central Stores/ Tuticorin Thermal Power Station/Tuticorin-628004.

#### 4.15. **TENDER OPENING (under two part system):**

1. a. OPENING OF TENDER - COMMERCIAL & TECHNICAL BIDS without PRICE BIDS (PART-I):

The Tender offers will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Superintending Engineer, Purchase & Administration / (Executive Engineer /MM) Tuticorin Thermal Power Station, Tuticorin-628004, through <https://tntenders.gov.in/nicgep/app> Tenderers need not to visit TTPS office during tender opening, whereas tenderers can witness the tender opening event through their login.

- b. **OPENING OF THE PRICE BIDS: (PART - II):**

The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.

2. If the last date set for submission of e-tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.

#### 4.16. **INFORMATION REQUIRED AND CLARIFICATIONS:**

1. In the process of examination, evaluation and comparison of tender offers, the TNPGL may at its discretion, ask the Tenderer for a clarification of their offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
2. The TNPGL 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.
3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers.
4. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
5. Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TNPGL for rejection of their offer. The TNPGL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGL.

#### 15. **TENDER OPENING (under Two part system):**

1. OPENING OF TENDER - COMMERCIAL & TECHNICAL BIDS AND PRICE BIDS :

The Tender offers will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Superintending Engineer, Purchase & Administration / (Executive Engineer /Spares) Tuticorin Thermal Power Station, Tuticorin-628004, through <https://tntenders.gov.in>. Tenderers need not to visit TTPS office during

**tender opening, whereas tenderers can witness the tender opening event through their login.**

2. OPENING OF THE PRICE BIDS: (PART - II)

The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.

3. If the last date set for submission of e-tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.

4.16. **INFORMATION REQUIRED AND CLARIFICATIONS:**

1. In the process of examination, evaluation and comparison of tender offers, the TNPGL may at its discretion, ask the Tenderer for a clarification of their offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
2. The TNPGL 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.
5. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers.
6. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
5. Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TNPGL for rejection of their offer. The TNPGL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGL.

4.17. **EVALUATION AND COMPARISON OF THE TENDER OFFERS:**

1. ***The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.***
2. ***The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.***
3. ***For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:***
  - \* ***The rate of CGST, SGST, and IGST as applicable shall be indicated in the offer along with HSN code.***

- \* ***The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + P&F+ Freight and Insurance) + GST. In case of import of goods would be treated as inter state supplies and would be subject to IGST in addition to applicable customs duty.***
- \* ***Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.***

#### **4.18 NEGOTIATION:**

Negotiation will be carried out with the L1 tenderer after opening of tenders **through online only**. The L1 bidder has been given time slot for resubmission of Financial Bid (Negotiation) through Online within the due date and time provided.

#### **Tie Breaker:**

When more than one bidder have quoted same value during bid submission and accepted in financial evaluation, Evaluator is allowed to select any one combination of bidder value (ie) the L1 bidder) to intimate for finance bid resubmission for Tie break.

#### **4.19. VALIDITY:**

1. The tender offer shall be kept valid for acceptance for a period of 90 days from the date of opening of offers. The offers with lower validity period are liable for rejection.
2. Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TNPGL.

#### **4.20 RIGHTS OF THE BOARD:**

##### **1. Rights to reject the tenders:**

- i) 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 higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.
- ii) The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

Notwithstanding anything contained in this Specification, the TNPGL reserves the rights:

- a). To recover losses, if any, sustained by TNPGL, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
- b). To cancel the orders for not keeping up the delivery schedule.
- c). To vary the delivery period based on the requirement and contingencies at the time of placing the order.
- d). To accept the lowest eligible tender.
- e). To reject any or all the tenders or cancel without assigning any reasons there of.
- f). To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TNPGL.

2. The purchaser 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 purchaser, the qualification data is incomplete or in the opinion of the TNPGL the bidder is found not qualified to satisfactorily perform the contract.

4.21. **DEVIATIONS:**

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

4.22. **BAR OF JURISDICTION:**

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

4.23. **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 appeal to the Government within 10 (Ten) days from the date of receipt of order.

4.24. **TENDER DOCUMENT:**

"All the intending e-tenderers are informed that 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 such tenderers will be forfeited in addition to blacklisting them for future tenders/ contracts in TNPGL" and also cancelling the award of contract issued to them."

4.25 **PRE BID MEETING :**

The offline Pre bid Meeting will be held on .2025/11.00 Hrs. at the office of Superintending Engineer/Purchase and Administration/Tuticorin Thermal Power Station/Tuticorin – 4.

If the date of pre bid meeting happens to be declared holiday, then the pre bid meeting will be conducted on the next working day, for which no prior intimation will be

4.26 **Registration of Vendors in the IMS online portal:**

The vendors shall register in the IMS online portal for online Bill processing system.

The Digital based Statutory Compliance Service Audit will be integrated with the online Bill processing system. All the contract bills which consist of the work portion will be processed only after the Statutory Compliance Clearance Certificate of the Online Compliance Service Providers.

The bidder should obtain the labour license so as to comply with the Contract Labour (Regulation & Abolition) Act 1970 and Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983 for registration of vendors in the IMS online portal.

## **SECTION – V**

### **COMMERCIAL TERMS AND CONDITIONS**

#### **5.1 GENERAL:**

Tuticorin Thermal Power Station (TTPS) of TNPGL consists of Five Nos. of coal / oil fired 210 MW Units. It was originally supplied and erected by M/s. BHEL. It is in continuous service since 1981. The scope of present to work involves **Supply, Erection and Commissioning of Discharge pipe with man hole tapping for condenser inlet (east side) (OD – 1650 mm, ID – 1600 mm, Length – 5000 mm, Thick – 25 mm) of unit V.**

i. This Specification is intended to cover:

**Supply, Erection and Commissioning of Discharge pipe with man hole tapping for condenser inlet (east side) (OD – 1650 mm, ID – 1600 mm, Length – 5000 mm, Thick – 25 mm) of unit V** to the entire satisfaction of the TNPGL Engineers.

ii. The equipments and materials supplied should be of latest version and a well proven one in Coal/Oil fired power plant of capacity 210MW or above.

iii. The scope of the contract shall be as detailed in SECTION -VI of this Specification.

iv. While claiming of each payment declaration towards remittance of ESI & EPF as per vide Circular memo No 146/CFC/GI/FC/P/DFC/W/AO/W/D.27/2023 dated 14.08.2023 shall be submitted

#### **Location:**

The Power Generation Units-I, II, III, IV & V, each of 210 MW Capacity, are in Tuticorin Thermal Power Station complex, situated in Tuticorin. The site is located at a distance of about 8 km from the Tuticorin town, Tuticorin district, in the state of Tamil Nadu and very near to Tuticorin Port. Tuticorin is further located about 700 km south of Chennai city. It is well connected by rail (Broad Gauge) and by road (NH - 7A). Nearest Airport, is Madurai (140 Km away) and Tuticorin (25Kms).

#### **5.2 DETAILS OF PURCHASE ORDERS ALREADY EXECUTED:**

The tenderers shall furnish documentary evidence as stipulated in BQR vide Sec. II (BQR Conditions).

#### **5.3 PAST PERFORMANCE:**

- 1) The intending tenderers shall furnish the details of various supply orders/work contracts executed by them for the past three years as on the date of Tendering in the proforma enclosed in the Tender Specification as per Schedule-D along with end user Certificate for satisfactory performance of the materials supplied.
- 2) 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. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

#### **5.4 COMPLETENESS OF TENDER:**

The tender should be complete with all details of illustrative and descriptive literature and drawings. The tenderers shall furnish the complete technical details of the equipment/materials. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The tenderer should include all minor accessories even though not specifically mentioned in this specification but which are essential for the completeness of the materials ordered. The tenderer shall not be eligible for extra charges in respect of such minor accessories though not included in the tender.

## **5.5 DEVIATIONS:**

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

## **5.6 EVALUATION:**

The evaluation shall include GST applicable as a part of the price, as detailed below and Packing & Forwarding and Freight & Insurance charges.

In a tender where the tenderers are both from the State of Tamil Nadu as well as from outside the State of Tamil Nadu, the evaluation will be done based on the GST.

## **5.7 PLACING OF ORDERS:**

The award of contract will be issued to the successful tenderer with all TNPGL Ltd's terms and conditions, duly indicating the approved unit rates and the quantity allotted to them. The approved rates will be FIRM.

## **5.8 PRICE:**

- a) The Tenderer's are requested to quote FIRM price in Indian Rupees only.
- b) The Tenderer's shall quote the Ex-works price for supply and price for Erection works, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to Tuticorin TPS Stores, Tuticorin, Tamil Nadu. A format for price schedule is given in Schedule 'A'.
- c) The Freight and Insurance charges shall be applicable for delivery to Tuticorin TPS Stores, Tuticorin, Tamil Nadu.
- a) The above breakup details should be clearly indicated in the Schedule-A and in the absence of which the offer shall be liable for rejection.
- e) **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

The Tenderer shall indicate the Permanent Account No. issued by the Government of India, Income Tax Department and GSTIN number of the firm and should enclose the same with the Tender.

**The L1 bidder shall furnish the declaration in respect of passing of ITC benefit as per sec 171 of CGST Act as rebate in the price offered. In the event of L1 bidder, specifying the ITC benefit as Nil, the same shall be supported with certificate from chartered accountant. A format of declaration will be as stipulated by TNPGL.**

## **5.9 RATES ARE INCLUSIVE OF INCIDENTAL ITEMS:**

It will be deemed that the rates quoted by the tenderer are inclusive of all incidental items of work not necessarily mentioned in the schedule but nevertheless essential for the correct and complete execution of the work. The prices should be in Indian Currency.

No variation in price will be accepted and price quoted should be firm till the acceptance of the proposal furnished by the tenderer

The rates quoted for individual items shall be firm and exclusive of GST. The applicability of GST shall be enumerated separately.

### 5.10 Goods and Services Tax: (GST)

The GST Details in respect of TNPGL are as under:

Billing Address	<b>The Superintending Engineer / Purchase and Administration/ TTPS / Tuticorin</b>
Provisional GSTIN Registration No.	<b>33AAKCT7598K1ZI</b>
PAN	<b>AAKCT7598K</b>
Type of Customer	<b>Company</b>
Name & Address as Registered in GSTIN –Place of Business	<b>Tamil Nadu Power Generation Corporation Ltd, 144 Anna Salai, NPKRR Maaligai, Chennai - 600002</b>
State of Registration of GSTIN	<b>Tamil Nadu</b>

**The TDS under GST will be recovered at applicable rate on each and every invoice of contract as per GST Act.**

The appropriate rate of GST as per GST Act will be levied on Interest on security deposit and Security Deposit Forfeited if any will be recovered from the bills.

#### **GST Details:**

- The latest GST registration details, applicable **GST with input tax credit**, with HSN code No etc., attested by a Gazetted Officer/ Chartered Accountant/ Notary Public valid for the current year shall be enclosed along with the quotation.
- Appropriate rate of GST shall be admitted in lieu of (all taxes and levies replaced by GST) Excise Duty, CST and TNVAT Service Tax etc as per provisions of the rules.
- Any increase due to statutory variation will be admitted only when the supplies are made within the delivery schedule.
- In case of delayed delivery, the GST prevailing on the date of despatch or the GST on the last day of the contractual delivery period whichever is LESS will alone be admitted. For both the cases, the Supplier shall furnish documentary evidence while submitting the bills for payment.
- IMPACT OF GST: Any downward variation in basic price while working due to GST and the benefit of input tax credit must be passed on to TNPGL.**

#### **GST.1 An Overview of Goods and Services Tax [GST]:**

- Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101<sup>st</sup> Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.
- The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.

- iii). Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria are 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 lakhs / 10 Lakhs as applicable will be required to register as a normal taxable person.
- iv). GST Registration Number: TNPGL 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 TNPGL is 33AAKCT7598K1ZI. The details are also posted in TNPGL web portal.
- v). GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits 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 representing check digit.
- vi). Transaction Value: The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are-

- a) Supplier and the recipient of the supply are not related.
  - b) Price is the sole consideration for the supply.
- vii). Composition Scheme: Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently RS.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.

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

- \* He is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
  - \* He is not engaged in making any supply of goods which are not leviable to tax under this Act;
  - \* He is not engaged in making any inter-State outward supplies of goods;
  - \* He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
  - \* He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.
- viii). Supply of Service and Goods: When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services

- (a) **COMPOSITE SUPPLY:** A composite supply is 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 one where the goods or services or a 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.

## **GST.2 Goods and Services Tax:**

- a) The Goods and Services Tax will be paid extra as applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.
- b) The TNPGL has been registered as a dealer under GST Act 2017 (Registration No. 33AAKCT7598K1ZI)

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

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

- c) Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TNPGL Ltd.
- d) In case of delayed delivery/delayed completion of Works, the GST prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is less will be admitted.

**The GST is not applicable to liquidated damage and forfeiture of EMD.** GST is applicable to forfeiture of Security Deposit if any arises and this amount will be recovered from the bills.

## **GST.3 GST E-way bill system:-**

E-Way Bill is an electronic document to be generated to cover **interstate movement** of goods value more than Rs.70,000/- and **intra-state movement** (within state of Tamil Nadu) for consignment value exceeding Rs.1,00,000/- and such generation needs to be done in **e Way Bill portal**.

Consequently, transporters of goods, are required to carry an e-Way Bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, integrated tax and Cess charged, if any. But, it will not include value of freight charges for the movement charged by transporter.

It is the responsibility of supplier/contractor to ensure the delivery of material at TTPS stores. Therefore, it is the responsibility of supplier/contractor or their transporters to generate e-way bill before transporting goods for delivery at TNPGL's premises.

#### **GST.4 TDS UNDER 194Q of IT Act :**

Any person, being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs. 50 lakhs in any previous year, shall, at the time of credit of such sum to the account of the seller (or) at the time of payment, whichever is earlier shall deduct an amount equal to 0.1% of such sum exceeding Rs.50 lakhs as TDS under section- 194Q of IT Act. The supplier of goods is required to furnish PAN to TNPGL for making the payment. In case the suppliers do not have PAN, TNPGL is required to deduct TAX at a higher rate as per the provisions of Section 206AA. In case of specified person i.e., Any person who has not filed income tax return for two previous years immediately before the previous years in which TDS is required to be deducted and the time limit of filing of Income Tax return u/s 139 (1) of IT Act, 1961 as expired provided that the total TDS and TCS in INR is Rs. 70,000/- (or) more in each of the two previous years the TDS rate u/s 194Q will apply at a higher rate u/s. 206AB.

The provisions of this section shall not apply to the transactions on which tax is deductible under any other provisions of the Income Tax Act 1961 and also on the transactions in which Tax is collectible under the provisions of Section 206C.

On Purchase of goods/materials, TNPGL shall have the primary and foremost obligation to deduct Tax at source and no Tax shall be collected on such transaction u/s 206C (1H). TDS u/s 194Q is also applicable on the advance paid on the purchase of the goods.

In case of works contract wherein supply and erection portions are separable, the value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194Q. On the other charges i.e. erection, testing, commissioning and maintenance charges, TDS under section 194C & 194Q will apply.

The above provisions come into effect from 01.07.2021 onwards, and hence no TCS u/s.206C (1H) has to be paid by TNPGL on purchase of Goods. Accordingly, TNPGL will deduct TDS u/s.194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 lakhs. It is mandatory for the bidder to submit a declaration format in Schedule to determine the applicability of the TDS u/s206 AB.

IT TDS is also applicable on erection and commissioning charges.

#### **GST.5 Applicability of GST TDS:**

- a) The TDS under GST will be deducted at the time of payment or accounting in the books of accounts whichever is earlier. Once the taxable value of contract exceeds Rs.2,70,000/-, then each and every invoice on that contract shall be subjected to the TDS under GST irrespective of value of such invoice.

Taxable Supply means supply of goods or services or both which is leviable to tax under GST. Thus, TDS under GST is to be deducted only on the Taxable supply of goods or services or both and not on Exempt supply (supply of any goods or services or both which attracts Nil rate of tax or which may be wholly exempt from tax under section 11 of the CGST/ SGST Acts or under section 6 of the IGST Act) and non-taxable supply. Similarly, TDS under GST rate need not be applied on GST component in the invoice. TDS under GST is also applicable for suppliers/ contractors registered under composition scheme also.

- b) Where the location of the supplier and the place of supply are in the same State, it is an intra-state supply and TDS @ 1% under CGST Act and 1% under SGST Act will be deducted. Where the location of the supplier is in State A and the place of supply is in State B, it is an inter-state supply and TDS @ 2% under IGST Act will be deducted.

**c) TDS under GST is also applicable in the following cases:-**

- Bills of supplier for advance payment.
- Amount of retention from the bills of supplier.
- Supply of goods or services or both by supplier registered under GST as Composition dealer.

Thus Gross value of invoice (Except GST portion) shall be taken while applying TDS under GST rate.

S. No.	Location of Supplier	Location of recipient of supply of goods/services	Place of supply	GST TDS applicability
1	Tamil Nadu	Tamil Nadu (as TNPGL is in Tamil Nadu)	Tamil Nadu	Applicable (CGST TDS @1% and SGST TDS @1%)
2	State other than TN	Tamil Nadu (as TNPGL is in Tamil Nadu)	State other than TN	Not Applicable
3	State other than TN	Tamil Nadu (as TNPGL is in Tamil Nadu)	Tamil Nadu	(IGST TDS @ 2%)

**d) TDS under GST is not applicable in the following cases:**

1. Total value of taxable supply  $\leq$  Rs.2.5 Lakh under a contract.
2. Contract value  $>$  Rs.2.5 Lakh for both taxable supply and exempted supply, but the value of taxable supply under the said contract  $\leq$  Rs.2.5 Lakh.
3. Receipt of services which are exempted. For example services exempted under notification No.12/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
4. Receipt of goods which are exempted. For example goods exempted under notification No.2/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
5. Goods on which GST is not leviable. For Example petrol, diesel, petroleum crude, natural gas, aviation turbine fuel (ATF) and alcohol for human consumption.
6. Where a supplier had issued an invoice for any sale of goods in respect of which tax was required to be deducted at source under the VAT Law before 01.07.2017, but where payment for such sale is made on or after 01.07.2017 [Section 142(13) refers].
7. Where the location of the supplier and place of supply is in a State(s)/UT(s) which is different from the State/ UT where the deductor is registered.

8. All activities or transactions specified in Schedule III of the CGST/SGST Acts 2017, irrespective of the value.
9. Where the payment relates to a tax invoice that has been issued before 01.10.2018.
10. Where any amount was paid in advance prior to 01.10.2018 and the tax invoice has been issued on or after 01.10.2018, to the extent of advance payment made before 01.10.2018.
11. Where the tax will be paid on reverse charge by the recipient i.e., the deductee.
12. Where the payment is made to an unregistered supplier.
13. Where the payment relates to "Cess" component.

**e. Value of Supply for Deduction of TDS:**

For the purpose of deduction of tax specified above, the value of supply shall be taken as the amount excluding the central tax, state tax, union territory tax, integrated tax and cess indicated in the invoice i.e., without including the amount of GST charges in the bill.

**f) Exemption from TDS**

According to that provision, TDS under GST need not be deducted in respect of the supply of goods and Services or both from a Public sector Undertaking (PSU) to another Public Sector Undertaking with effect from 1st day of October 2018. Therefore, no TDS need to be deducted in respect of supplies between Public sector Undertakings Example: NTECL, NTPC, BHEL etc., are owned by Central Government. However TDS provisions will continue to apply for Taxable Supplies from Government and other private agencies with effect from 01.10.2018 as already communicated vide circular 1st cited.

Public sector undertakings (PSU) means Government Companies, Government Company means any company in which not less than 51% of paid up share capital held by the Central Government or by any state Government or Governments or partly by the Central Government and partly by one or more State Governments and includes a company which is a subsidiary of such a Government Company. This notification is with effect from 1st October 2018 itself.

**GST.6 Guidelines for releasing of GST on verification of GSTR 2A**

- a) The supplier/ contractor should promptly file under GST, to avoid/ minimize the delay in processing/ payment of invoices, since GSTR1 filed by the supplier/ contractor will reflect as GSTR 2A in the portal of the purchasers.
- b) If any discrepancy arises between the value shown in the GSTR-2A and the invoices available, the liability towards GST will be restricted to the lower of the two and GST payment will be made accordingly.
- c) Any lesser GST remittance found in GSTR 2A than claimed from TNPGL, the excess collection of GST will be recovered from suppliers/ contractors, duly adhering regular procedures if there is any difference between GST claimed from TNPGL and remitted to Govt. in GSTR 2A.

- d) The suppliers/ contractors whose annual turnover exceeds Rs.10 crores, should raise on E - invoice or e invoiced debit note or e invoiced credit note, so that TNPGL could avail input tax credit under GST. E-Invoice is a system in which B2B invoices are authenticated electronically by GSTN for further use on the common GST portal. Under the electronic invoicing system, an identification number will be issued against every invoice by the Invoice Registration Portal (IRP) to be managed by the GST Network (GSTN).

### **5.13 DESPATCH INSTRUCTIONS:**

The materials should be despatched as per Despatch Instructions.

### **5.14 PAYMENT TERMS:**

1. Payments for the supplies will be made by way of NEFT/RTGS/Fund Transfer to the supplier's account on any one of the Nationalised Banks/Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu. The bank charges involved in making the payment will be to the account of the supplier.
2. Payments will not be made for equipment's/materials damaged during transit. All defective materials shall be replaced by the supplier free of charge.

### **Supply of Material:**

#### **For Materials delivered within the delivery period:**

95% of the all inclusive price (Including GST) of the materials of each consignment will be paid within 90 days from the date of receipt of materials in good condition at TTPS Stores and submission of bills with required documents after deducting recoveries if any.

Balance 5% payment will be paid within 90 days after the receipt of confirmation report from EE/CAD towards successful completion of Erection & Commissioning and after closure of the Purchase Order.

#### **For materials delivered beyond the delivery period:**

95% of the all inclusive price (Including GST) of the materials after deducting the appropriate amount of L.D of each consignment will be paid within 90 days after receipt of materials in good condition at TTPS Stores and submission of bills with required documents.

Balance 5% payment will be paid within a 90 days after the receipt of confirmation report from EE/CAD towards successful completion of Erection & Commissioning and after closure of the Purchase Order.

**III. For the delayed payments, if any, the simple interest shall be paid by TNPGL at the SBI three months MCLR rate for the delayed period beyond 90 days.**

**The supplier has to produce the invoice with required documents along with supply of materials to avail the above benefit. If any delay occurs in producing invoice with required documents, TNPGL will not be held any responsible for that delay.**

Advance payment or payment against dispatch documents through Bank will not be accepted. Our Banker's address M/s. CANARA BANK, Tuticorin Thermal Power Station, Tuticorin -628 004.

Exchange commission for the issue of Bank Draft and other Bank charges will be to your accounts.

**In case of delay in supply, the materials will be accepted subject to the following conditions:**

- i) There should be no declining trend in prices
- ii) Payment will be released as per the latest purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damage for belated supplies.
- iii) TNPGL reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this Specification.
- iv) IV. Payments will be made only after the approval of the test certificates and on receipt of the supplier's bills in duplicate, duly certified by the consignee. If the supplier dispatches materials without prior approval of competent authority and if any demurrage or wharfage or both are incurred by the purchaser they will be debited from the supplier.

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

- 1) Security deposit cum Performance Guarantee for 5% of value of order.
- 2) Attested copy of IT PAN/ GST Registration certificate.
- 3) Guarantee & Test Certificates
- 4) Supply of manuals, Spares as stipulated in Section – 5 Technical.

6. The Supplier should dispatch only after getting dispatch instruction from the consignee Superintending Engineer. If the supplier dispatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage of wharfage or both and only the supplier should bear any expenditure arising out of such unapproved dispatches.

**5.15 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- 1. The successful tenderer will have to pay 5% value of the Purchase order (all inclusive Taxes) as combined Security Deposit cum performance guarantee in the form as follows within 15 days from the date of receipt of this Purchase order. The EMD amount if paid already, shall be deducted from the SD cum PG amount to be paid. The SD cum PG amount will not carry any interest.

In the event of failure to remit security deposit cum performance guarantee within 15 days, EMD may be forfeited and the purchase order may be cancelled.

If Security Deposit cum performance guarantee is paid belatedly, the same may be accepted with a penal interest at 12% per annum for the delayed period.

- (i) For value of Purchase order up to Rs.10 Lakhs, SD cum PG by way of cash at cash counter TTPS (if SD is less than Rs.10,000/-)/ Demand Draft / Banker's cheque / pay order or by way of NEFT / RTGS/ Account transfer to TTPS account.
  - (ii) For value of Purchase order exceeding Rs.10 Lakhs, SD cum PG in the form of Demand Draft / NEFT / RTGS / Banker's Cheque / pay order / Account transfer to TTPS account/ Irrevocable Bank Guarantee. If the SD cum PG is paid by means of Bank Guarantee, it will be accepted only after the due verification from the Banks.
- 2. The security Deposit cum performance Guarantee furnished shall be towards proper fulfilment of the contract as well as towards performance guarantee of the materials supplied. In case of BG, the SD cum PG shall be valid for the entire period of Guarantee.

If required, BG shall be extended to cover the extended period of guarantee”.

3. The Security deposit cum Performance Guarantee against this contract will be released to the contractor only if the contract is completed to the satisfaction of the purchaser.
4. The Security Deposit cum Performance Bank Guarantee will be returned to the supplier after the expiry of guarantee period after ensuring that defects/ damages during the guarantee period are rectified/ replaced to the satisfaction of the purchaser. If the purchaser 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 supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit cum Performance bank guarantee and such amount that is appropriated will not be refunded to the supplier.
5. If the performance period of the supplied material is over and some quantity of within guarantee period defective material are still pending for want of repair/replacement then fresh BG equal to the cost of such defective material is to be furnished by the supplier for releasing original SD cum PBG by TNPGL (purchaser).

#### **5.16. DELIVERY SHEDULE:**

1. The materials shall be supplied **WITHIN TWO MONTHS** from the date of receipt of confirmed order. Erection and Commissioning shall be completed **within One Month** from the date of handing over of site.
2. The contractual delivery period will not be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period. TNPGL also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
3. TNPGL Ltd reserves the right to cancel the quantities not supplied as per delivery schedule.
4. TNPGL Ltd also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
5. TNPGL Ltd reserves the right to revise this delivery schedule depending on the actual requirement at the time of placing the purchase order.
6. To ensure sustained supply without any interruption, TNPGL reserves the right to place orders among more than one tenderer.
7. The TNPGL Ltd will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the order, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TNPGL Ltd in addition to the liquidated damages for delay, the actual difference in price whenever the TNPGL Ltd orders the delayed quantity to be supplied / executed by other agencies at higher rate.
8. The actual date of receipt of each material with all accessories at TTPS Stores will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
9. It is the responsibility of the supplier to give 30 days' advance information for inspection, dispatch of materials and other obligations under the terms and conditions of this contract in order to deliver the units within the contractual delivery period

quoted /agreed.

10. After the issue of Despatch Instruction, if any delay is caused by the supplier in arranging timely despatches, their poor performance will be taken note of while ordering in future.

#### **5.17. LIQUIDATED DAMAGES:**

1. The delivery as specified should be guaranteed by the supplier under the liquidated damages clause given below :

- 1.1. It is the responsibility of the supplier to arrange for inspection, despatch etc. in time to keep up the delivery schedule.

- 1.2. If the supplier fails to deliver the equipments/ materials within the time specified in the indent or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT (0.5%) of the All inclusive price of the undelivered equipments/ Materials for each completed week of delay. The total liquidated damages shall not exceed Ten percent (10%) of the All-inclusive price of the equipments / materials so delayed. Only the date of actual receipt of materials at stores will be reckoned as date of delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for inspection, despatch etc. in time to keep up the delivery schedule.

In case of delay in completion of work (either by Supplying the materials in time or with delay), the LD will be deducted from the bills at 0.5% of total Erection value of contract for each completed week of delay. The total LD shall not exceed 10% of total Erection contract value.

- 1.3. It should be noted that if a contract is placed on the higher tenderer in preference to the lowest acceptable tender in consideration of the offer of earlier delivery, the said contractor will be liable to pay the TNPGL Ltd the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies in terms of such contract within the delivery period specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.

2. Equipment will be deemed to have been delivered only when all its component parts and its accessories are also delivered. If certain components and accessories are not delivered in time the whole equipment will be considered as delayed unless, the missing parts are delivered.

The Liquidated damages will also be levied for the quantity not supplied as is done for the delayed supplies. If supplies effected in part could not be beneficially used by the TNPGL Ltd (due to such incomplete supply), liquidated damage will be worked out on the basis of contract price and not on the value of delayed portion only.

3. If supplies to be rendered against the rate contract are made by the supplier beyond the period of delivery stipulated in the indent and if they are accepted by the TNPGL Ltd, such acceptance is without prejudice to the TNPGL Ltd's rights to levy liquidated damages for the delay in supply.

4. The suppliers are liable to pay the amount of loss sustained by the TNPGL Ltd in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TNPGL Ltd under the terms and conditions of contract and in the event of placing orders for such quantities on some others at a higher price.

5. Tenderer's not giving clear and specific acceptance to the above clauses is liable to be rejected.

6. If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.

7. The defaulting suppliers will be made liable to pay to the TNPGL Ltd in addition to liquidated damages for delay, the actual difference in price, wherever TNPGL Ltd orders the delayed quantity to be supplied/executed by other agencies at a higher rate. This is without

prejudice to other rights under the terms of contract.

8. The TNPGL Ltd will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the order, notwithstanding its rights to claim Liquidated Damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.

9. The actual date of receipt of each material at TTPS Stores with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.

10. The penalty, if any, will be recovered from any amount due to the contractor either in this purchase order / contract or any other Purchase Order / contract placed on him, including SD, Retention amount, Balance amount etc.

**5.18. LOSS OR DAMAGE:**

1. External damages or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced/rectified by the supplier, free of cost.
2. If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account require the supplier to replace the defective goods, free of cost.
3. Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.
4. In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, GST (if payable) and other charges payable thereof will be paid only proportionate to the value of materials received in good condition, unless the damaged goods or short supplies are made good free of cost by the suppliers.
5. For all legal purposes, the materials shall be deemed to pass into the TNPGL Ltd's ownership at the destination Stores, where they are delivered and accepted.

### **5.19 FORCE MAJEURE:**

1. The supplier shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:
  - a). Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.
  - b). Natural phenomena, such as floods, drought, earthquakes and epidemics.
  - c). Act of any Govt. Authority, domestic or foreign, such as wars declared or Undeclared quarantines, embargoes licensing control on production or distribution restriction.
  - d). 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.
  - e). Strikes, slow down, and lockouts.
  - f). Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier 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 supplier to perform.

**NOTE:** The cause of force majeure condition will be taken into consideration only if the supplier notifies within 15 days from the occurrence of such delay.

The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the firm.

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

### **5.20 GUARANTEE:**

1. The equipments / materials to be supplied by you shall be guaranteed for satisfactory operation for a period of **12 months from the date of commissioning or 18 months from the date of supply whichever is later subject to an overall guarantee period of 24 months from the date of supply** under normal and proper conditions of service and maintenance. The certificate in triplicate may be enclosed with invoice duly specifying the corresponding HSN Code or sent in advance. If during the above period any of the equipment / materials supplied by you are found defective in materials or workmanship, the same shall be rectified or replaced by you at destination free of charge. The defective equipment / material will have to be taken back at your own cost and risk.

2. The tenderers shall guarantee among other things, the following:
  - i) Quality and Strength of materials used.
  - ii) Safe electrical and mechanical stresses on all parts of the equipments/ materials under all specified conditions.
  - iii) Performance figures given by the tenderers in the Schedule of Guaranteed technical particulars.

#### **5.21 REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:**

1. Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgment. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages at the rate of (0.5%) half percent value (all inclusive price of such material for each completed week of delay subject to maximum of (10%) Ten percent for the delay from the date of receipt of intimation of the defects or damages.
  2. In the event of supplies being received damaged or short at the destination stores, the cost of such materials will be paid only proportionate, to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost to the TNPGL Ltd by the supplier.
  3. If during the period of supply, it is found that goods already supplied are defective in materials or workmanship or do not conform to the Specification or are unsuitable for the purpose for which they are purchased then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on the account or require the contractor to replace the defective goods free of cost.
  4. Similarly, if during the guarantee period stipulated under Guarantee clause subsequent to the date of receipt of the goods, any of the goods be found defective in materials or workmanship, or do not conform to the rate contract or are unsuitable will be open to the purchaser either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and required the contractor to replace the balance or pay compensation to the extent of the loss sustained by the purchase on that account.
1. Notwithstanding any other remedies available, the purchaser shall be entertained to dispose off the defective / damaged materials in "as is where is condition" without further notice, if the contractor / supplier fails to rectify the defect and / or replace the damaged materials and / or fails to remove defective/ damaged materials within two months period as per PO terms, from the date of receipt of intimation from the purchaser, TNPGL Ltd reserves right to dispose of such materials. This is without prejudice to the imposition of Liquidated Damages, Ground rent, forfeiture of security deposit etc.,

## **5.22 INSURANCE:**

- 1) Contracting firms shall arrange insurance for the equipment/materials and all its accessories being supplied by them, through any of the Nationalised Insurance Companies. The equipment/ materials shall be insured to cover transport (from Warehouse) and 60 days storage risk at site. The damages, if any, during transit will be reported within 30 days of receipt of materials. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from Insurance, Under writers/Carriers.

It is incumbent on the part of the CONTRACTOR to see that it shall be his sole responsibility to protect the public and his employees, against any accident from any cause and he shall indemnify the TNPGL against any claim for damages for injury to the person or property resulting from any such accident and shall also where the provisions of workmen's compensation act apply take steps to proper insure against any claim there under any way of accident, risk, insurance demand for all purpose of relief, failing the same or otherwise, CONTRACTOR alone will be responsible to meet the compensation awarded under the said act.

### **2) RISK INSURANCE:**

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 Tamil Nadu Generation and Distribution Corporation against any claim for damages for injury to person or property resulting from any such accident and shall also where the provisions of workmen's compensation act apply take steps to properly insure against any claim there under by way of accident, risk, insurance, demand for all purposes of relief, failing the same or otherwise, Contractor alone will be responsible to meet the compensation awarded under the said act.

The Contractor should satisfy the field Superintending Engineer that 'Accident Risk Insurance Policy' is taken before taking over the site for taking up the work and also to satisfy the field Superintending Engineer, that the policy/ policies is/ are kept in force till the contract is completed and the works are taken over by TNPGL, on the issue of completion certificate.

Recoveries will be made from Contractor's bill for any liability for the accidents and refund of the same considered later after the claim is fully settled by the Insurance Authorities.

- 3) **Transit Insurance:** Transit Insurance to be borne by the contractor covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts there for) and to the Contractor's Equipment.
- 4) **Automobile Liability Insurance:** Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.

- 5) **Installation All Risks Insurance:** Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the guarantee period while the Contractor is on the Site for the purpose of performing its obligations during guarantee period.
- 6) **Other Insurances:** If any other insurance is required for this contract shall be borne by the Contactor.

### **5.23. PACKING AND FORWARDING:**

1. The packing shall conform to relevant packing standards. The contractor should however, ensure that the packing is such that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage. The words "Handle with care" should be printed on the cartons.
2. The equipment/materials and all its accessories shall be securely packed and despatched, freight paid, duly insured, at supplier's risk and cost. The packing may be in accordance with the manufacturer's standard practice. The supplier is responsible for ascertaining the facilities that exist for Road Transport to site. Each package shall be clearly marked and contain detailed packing list, such as gross weight, net weight etc. The supplier is solely responsible for any loss or damage during transport. The despatch of materials shall be made only after the approval of routine test certificates by the TNPGL Ltd. The equipment/ Materials shall be unloaded at Destination Stores/Sites by the supplier at free of cost.

### **5.24 FAILURE TO EXECUTE THE CONTRACT:**

1. Suppliers falling to execute the order placed on them to the satisfaction of the TNPGL Ltd under the terms and conditions set-forth therein, will be liable to make good the loss sustained by the TNPGL Ltd, 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 and forfeiture of security deposit etc.,

### **5.25. NON-ASSIGNMENT:**

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

### **5.26. EFFECTING OF RECOVERIES:**

1. 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 supplier from the TNPGL Ltd from this Contract as well as from other contracts.

### **5.27. PATENT RIGHTS ETC:**

1. The supplier shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the supplier other than for the purpose indicated by or reasonably to be inferred from the specification.

### **5.28. JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT):**

1. No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in Madras the High Court, Madurai Bench or District Court at Tuticorin or Sub-Court at Tuticorin or at the District Munsif Court at Tuticorin. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, part of the cause of action might arise within the jurisdiction. 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 state of 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 in non-judicial stamp paper of Rs.500/- agreeing to the above condition.

**5.29. ARBITRATION ACT NOT TO APPLY:**

1. The TNPGL Ltd 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.

**5.30. TEST AT SITE:**

1. The purchaser reserves the rights of having such tests or may decide up on being carried out at site at his own expenses to satisfy himself that the materials have not suffered any damage during transit.

**5.31. RESPONSIBILITY:**

1. The Tenderer is responsible for delivery of the materials at the destination station in good condition. The tenderer shall include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. All risks connected with the supply of these materials should be borne by the supplier.

**5.32. MAXIMUM WEIGHTS AND DIMENSIONS OF PACKING :**

1. The supplier is responsible to make sure about the facilities that exist for Road and Rail transport to site, the maximum packages which can be conveyed by the railways and crane lift available at the destination railway station. The supplier is also responsible for any loss or damage during transport and storage for 60 days.
2. Each case or package should be clearly marked and should contain detailed packing list.

**5.33 INSPECTION:**

1. The authorized representatives of the purchaser shall have access to the supplier's or sub-vendor's works at any time during working hours, for the purpose of inspecting the manufacture of the materials and for testing the selected samples from the materials covered by this specification. The supplier or the sub-vendor shall provide facilities for the above.
2. Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address to enable inspection by TNPGL Ltd if considered necessary.
3. Not less than 15 days advance intimation shall be given about the quantity of materials that will be ready for inspection to the TNPGL Ltd's Officers. The arrangement for inspection shall be made by supplier in such a way that the delivery schedule is kept up. The materials shall not be despatched without instruction from TNPGL Ltd.
4. Factory inspection will be done by the TNPGL Ltd's officers to assess the genuineness in manufacturing the tendered materials and to assess whether the firm have infrastructural facilities to manufacture the same.

**5.34 Site visit shall be arranged to near by installation where the offered items are in service.**

**5.35. COMPLETENESS OF TENDER:**

1. The tender should be complete with all details of illustrative and descriptive literature and drawings. The tenderers shall furnish the complete technical details of the equipment/materials. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The

tenderer should include all minor accessories even though not specifically mentioned in this specification but which are essential for the completeness of the materials ordered. The tenderer shall not be eligible for extra charges in respect of such minor accessories though not included in the tender.

**5.36. INTERCHANGEABILITY:**

1. All similar parts and removable parts of similar items shall be interchangeable with each other.

**5.37. ELECTRICITY RULES:**

1. All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply Act and the Indian Electricity Rules there-under unless modified by this specification.

**5.38. MATERIALS AND WORKMANSHIP:**

1. All materials, equipments and spare parts thereof shall be new, unused and originally coming from manufacturers' plant to the destination stores. Those including used, rebuilt or overhauled materials/equipments will not be accepted.
2. All the materials shall be of best class and capable of satisfactory operation in the tropics with humid atmospheric condition. Unless otherwise specified, they shall conform to the requirements of appropriate India Standards. Where these are not available, IEC and American / British Standards shall be followed.
3. The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment/ materials.
4. The materials should be designed to facilitate inspection and repair and to ensure satisfactory operation under atmospheric conditions prevailing at site and under sudden variations of and voltages as may be met with under working conditions in the system including those due to faulty synchronizing and short circuits within the rating of the apparatus.
5. The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment.
6. All the equipments should operate without undue vibration and with the least practicable amount of noise.

**5.39. RECOVERY OF DUES:**

1. The TNPGL Ltd is empowered:
  - a). To recover any dues against this contract in any bills/ Security Deposit/ Earnest Money Deposit due to the suppliers either in this contract or any other contract with TNPGL Ltd.
  - b). To recover any dues against any other contracts of the suppliers with TNPGL Ltd, with the available amount due to the supplier against this contract.

**5.44. CLIMATIC CONDITIONS:**

The materials are for use in T.T.P.S, Tamil Nadu and should be satisfactory for operation under tropical conditions in Tuticorin.

- a. The ambient temperature will be within the range of +10°C to +50°C
- b. Maximum atmospheric humidity will be in the range of 95%.
- c. Average number of thunder storm days per annum is 65.
- d. Average number of dust storm days per annum is 5.
- e. Average number of rainy days per annum is 65.

- f. Average annual rainfall is 10.00 cm.
- g. Climatic conditions are prone to wide variation in ambient condition and equipments offered under this specification shall be suitable for installation at the Sub-Station in TTPS or other P.H.
- h. All electrical devices shall be given tropical and fungicidal treatment. Fog, smoke and mild acids are also present in the atmosphere.

#### **5.45. RAW MATERIALS:**

It is the responsibility of the tenderer to make his own arrangement to procure the necessary raw materials required for the manufacture.

#### **5.46 TEST CERTIFICATES:**

Every item of equipment / materials to be supplied by you shall be tested in accordance with the relevant Indian, British or continental standards. Wherever no standards are available test shall be conducted according to manufacturer's standard practice. The test results issued by Government Lab / Government approved Lab / NABL accredited Lab / Manufacturer in triplicate has to be forwarded to the Superintending Engineer/ P&A Tuticorin Thermal Power Station, Tuticorin – 628 004 for scrutiny and approval.

In addition to the tests called for in the specification, the purchaser reserves the right of having such tests as he desires carried out at his own expenses to satisfy himself that the materials confirm to the requirements of this specification.

The materials will be rejected if the test results are not satisfactory.

The material quality such as chemical composition is to be ensured by the supplier using material analyzer in the presence of board engineers at TTPS stores. Necessary highly specialized PMI instrument should be arranged by the supplier at his own cost.

\*\*\*\*\*

**SPECIFICATION NO. CE / TTPS / 4433 -M/2025-26****SECTION - VI - FORMATS****SCHEDULE-A****PRICE BID**

**(Price to be quoted in BOQ Excel Sheet by downloading  
and the same should be uploaded)**

**Name of Work:**

Sl. No.	Description	Qty.	Unit Price in Rs.				FOR (D) ** PRICE IN Rs.
			Ex-Work s	*P&F (in INR)	F*I (in INR)	GST in % (Percentage)	Unit Total (including, P&F, F&I and applicable GST)
<b>1.</b>	Supply of Discharge pipe with man hole tapping for condenser inlet (east side) (OD – 1650 mm, ID - 1600 mm, Length – 5000 mm, Thick – 25 mm) of unit V. Material: SS 316 gr  <b>Note :</b> Erection and Commissioning of Discharge pipe should be done at free of cost.	1 No	To be quoted on-line in BOQ				

Company Seal:

Signature :  
Designation :  
Company :  
Date :

- Note :**
- 1) The lowest tenderer will be arrived based on the total evaluated rate for both Supply and Erection charges.
  - 2) The evaluation will be done only based on the prevailing rules for the Supply and Erection as per GST Act.
  - 3) The all inclusive price shall be considered for evaluation of bidders. The all inclusive price shall include (Ex works price + P&F+ Freight and Insurance) + GST + any other charges (if any)
  - 4) In respect of works contract where both supply of goods and services are involved, the respective GST for supply of Goods and Services to be rendered shall be taken for evaluation purpose.
  - 5) In respect of works contract where only services are involved, the respective GST for Services to be rendered shall be taken for evaluation purpose.
  - 6) TNPGL will not reimburse (or) pay the Employer contribution towards EPF and ESI under any circumstances as over and above the accepted rates. The Contractors have to absorb the Employer contribution towards EPF and ESI in the price offered.
  - 7) While quoting the rates the bidder shall indicate the HSN Code (Harmonized System Nomenclature code ) and SAC ( Service Accounting Code) for all the tendered items as per GST Act.  
\*P&F – Packing and Forwarding; F\*I – Freight and Insurance;  
\*\* For supply at the Destination stores at TTPS / TUTICORIN in Tamil Nadu.

**SCHEDULE-B1****SCHEDULE OF MATERIALS AND DELIVERY PERIOD**

(To be filled in by the Tenderer)

Sl.No.	Description	Qty.	Delivery Period
			From the Date of Receipt of Purchase Order.

Company Seal:

Signature :

Designation :

Company :

Date :

.....

**SCHEDULE-B2****SCHEDULE OF ERECTION & COMMISSIONING PERIOD**

(To be filled in by the Tenderer)

Sl. No.	Description / Activity	Erection & Commissioning  From the Date of Receipt of Purchase Order

Note: Requirement of unit shutdown should also be mentioned along with the period.

Company Seal:

Date:

Signature :

Designation :

Company :

.....

**SCHEDULE – 'C-1'**  
**DEVIATION FROM TECHNICAL SPECIFICATION**

All Technical Deviation from the Specification shall be filled in by the Tenderer, Clause by Clause, in the Schedule.

<b>SECTION NO.</b>	<b>CLAUSE NO.</b>	<b>DEVIATION</b>

The tenderer hereby certify that the above mentioned are the only deviations from the technical Specifications and confirms to the specification in all other aspects.

Company Seal:

Signature :  
 Designation :  
 Company :  
 Date :

.....

**SCHEDULE – 'C2'**  
**DEVIATION FROM COMMERCIAL SPECIFICATION**

All Deviations from the Commercial terms shall be filled in by the Tenderer, Clause by Clause, in this Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer hereby certify that the above mentioned are the only deviations from the Commercial terms of the Specification.

Company Seal:

Signature :  
 Designation :  
 Company :  
 Date :

\*\*\*\*\*

**SCHEDULE-D****STATEMENT OF SUPPLY ORDERS - EXECUTED / UNDER EXECUTION DURING THE PAST TEN YEARS AS ON THE DATE OF TENDER****NAME OF EQUIPMENT / MATERIAL:**

Sl. No.	Name & Address of the Organization	PO No. & Date and whether copy Enclosed	Qty.	Value of Order in Rs. Lakhs	Schedule Date of Completion of Order.	Actual Date of Completion of Order.	Date of Successful commissioning	Whether End User Certificate enclosed yes/No If yes Date of issue of End user certificate	Period of satisfactory Performance as per End User Certificate
1	2	3	4	5	6	7	8	9	10

Company Seal:

Signature :  
 Designation :  
 Company :  
 Date :

.....

**SCHEDULE – E**

**DECLARATION FORM**  
**(To be signed by the tenderer)**  
**Strike off, whichever is not applicable:**

To  
 The Chief Engineer,  
 Tuticorin Thermal Power Station,  
 Tamil Nadu Generation and Distribution Corporation,  
 Tuticorin - 628004, Tamil Nadu

Dear Sir,

Having examined the above specification together with the accompanying schedules etc., we hereby offer to manufacture and supply the equipments/ materials covered in this Specification at the rates entered in the attached schedule of prices.

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

1. In accordance with the Security cum Performance guarantee Clause 9.0 Section-V, of the specification, we agree to furnish security cum performance in the form of DD/Bankers Cheque/Bank Guarantee to the extent of 5% of the Contract value (All-inclusive price) of each and every indent issued during the contract period till the expiry of the Guarantee.
2. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.
3. Our company is not blacklisted by Government or public sector undertaking.

Yours faithfully,

PLACE	:	SIGNATURE	:
DATE	:	DESIGNATION	:
COMPANY SEAL	:	COMPANY	:

**SCHEDULE- F****UNDERTAKING FOR PAYMENT OF DUES TO TNPGL**

THIS DEED OF UNDERTAKING EXECUTED AT..... ON THIS  
THE.....DAY OF..... (MONTH) TWO THOUSAND TWENTY FIVE  
BY M/s. ....

Hereinafter called the "TENDERER" (Which expression where the context so admits mean and include their agents, representatives, Successors – in – office and Assigns)

TO AND IN FAVOUR OF..... THE TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED, a Body Corporate, incorporated under Companies Act 1956, having its office at TTPS, Tuticorin-628004, herein called the "TNPGL" (which expression shall where the context so admits mean and include its successors in office and Assigns.)

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

NOW THIS UNDERTAKING WITNESSETH that the Board is empowered to recover any dues against this contract in any bills / Security Deposit / E.M.D. due to the Tenderer either in this contract or any other contracts with the Board. Further, the Tenderer hereby authorizes the Board to recover, any dues against any other contract of the Tenderer with the Board with the available amount due to the Tenderer against this contract.

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

SIGNATURE OF THE TENDERER.

NAME :  
DESIGNATION :  
DATE :  
COMPANY SEAL :

IN THE PRESENCE OF WITNESSES:

1) Signature :  
Name in Block Letters :  
Full Postal Address with Pin code :

2) Signature :  
Name in Block Letters :  
Full Postal Address with Pin code :

\*\*\*\*\*

**SCHEDULE-G****UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS**

This undertaking executed at ..... on this..... (Date)..... (Month) TWO THOUSAND TWENTY FIVE 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 in favour of Tamil Nadu Generation and Distribution Corporation Limited, a Body Corporate, incorporated under Companies Act 1956, having its registered Office at No.144, Anna Salai, NPKRR Maaligai, Chennai - 600 002 herein after called the Purchaser (Which expression shall where the context so admits means and includes its successors in Office and assigns).

WHEREAS a contract for the supply of..... has been awarded in favour of the contractor under the Purchase Order No. .... Dated.....

AND WHEREAS in accordance with terms of the above mentioned Purchase Order, the contractor has to furnish an undertaking to the effect 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 Madras High Court, Madurai Bench or District Court at Tuticorin or Sub-court at Tuticorin or at the District Munsif Court at Tuticorin as the case may be.

IN CONSIDERATION of the TNPGL 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 Madras High Court, Madurai Bench or District Court at Tuticorin or Sub-Court at Tuticorin. Or at the District Munsif Court at TUTICORIN as the case may be. 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 State of Tamil Nadu, then it is agreed to between the parties that such suits on proceedings shall be instituted in a Court within the State of Tamilnadu and no other Court outside the State of Tamil Nadu shall have jurisdiction.

IN WITNESS WHEREOF Thiru..... of M/s..... hereby put his hand and seal for due observance of the Undertaking in the presence of the following witnesses.

COMPANY SEAL:

SIGNATURE :  
DESIGNATION:  
COMPANY :  
DATE :

WITNESSES:

1)

2)

**SCHEDULE- H**  
**TENDER ACCEPTANCE LETTER (e-tender)**

**To be signed with company seal on letter head and uploaded in the technical Bid**

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To

The Chief Engineer,  
Tuticorin Thermal Power Station,  
Tamil Nadu Generation and Distribution Corporation,  
Tuticorin - 628004, Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No: **4433-M, OPENING DUE ON 08.01.2026**

Name of Tender/Work: **Supply, Erection and Commissioning of Discharge pipe with man hole tapping for condenser inlet (east side) (OD – 1650 mm, ID – 1600 mm, Length – 5000 mm, Thick – 25 mm) of unit V.**

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
As per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security cum Performance guarantee clause-9.0, Section-V, of the specification, we agree to furnish security cum performance guarantee to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.
8. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

**SCHEDULE-I****Declaration to be submitted by the L1 bidder in Non Judicial Stamp Paper of value not less than Rs.500/-**

To

Date :

The Chief Engineer,  
Tuticorin Thermal Power Station,  
Tuticorin – 4.

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN \_\_\_\_\_ in State of \_\_\_\_\_. Our applicable GST @ \_\_\_\_\_ % Extra / GST @ \_\_\_\_\_ % Inclusive against this Tender specification No. / Enquiry No \_\_\_\_\_, dt. \_\_\_\_\_ is under HSN / SAC code \_\_\_\_\_.

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

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

(OR)

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this Tender specification No. /Enquiry No \_\_\_\_\_,dt. \_\_\_\_\_. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TNPGL failing which TNPGL may take appropriate action.

Signature of bidder with Company Seal

**Note :**

1. Each page should be signed.
2. Bidder may strike out the para not applicable.

**SCHEDULE- K**  
**UNDERTAKING IN LIEU OF E.M.D.**

(UNDERTAKING shall be executed on Non judicial stamp paper of Rs. 500/-)

THIS DEED OF UNDERTAKING EXECUTED AT..... ON THIS  
 THE.....DAY OF.....TWO THOUSAND TWENTY FIVE BY  
 M/s. .... Hereafter called "Tenderer" (Which  
 expression shall where the context so admits mean and include their Agents,  
 Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF THE TAMIL NADU GENERATION AND DISTRIBUTION  
 CORPORATION LIMITED, a Body Corporate, incorporated under Companies Act 1956, having  
 its office at TTPS, Tuticorin-628004, herein called the "TNPGL" (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 TNPGL 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 TNPGL 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 TNPGL of the above proposal,  
 the Tenderer has agreed to pay to the TNPGL the said amount of Rs..... in the  
 event of:

- 1) Withdrawing his tender before the expiry of 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 convenient with the TNPGL that in consideration of the  
 "TNPGL" waiving the condition of payment of EMD in cash in terms of the said Specification,  
 the Tenderer has agreed to pay to the TNPGL Rs..... (Rupees  
 .....only) in the event of:

- i) Withdrawing his tender before the expiry of 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 ' TNPGL ' hereinafter before used shall include their  
 respective successors and assign in office.

IN WITNESS WHEREOF MR/ THIRU.....  
 acting for and on behalf of the Tenderer has signed this deed on the day, month and year  
 herein before first mentioned.

SIGNATURE  
 NAME IN BLOCK LETTERS  
 SEAL OF THE COMPANY

IN THE PRESENCE OF WITNESSES:

1) Signature  
 Name & Address

2) Signature  
 Name & Address

\*\*\* \*\*

**: FORMAT L :****BANK GUARANTEE FOR EMD**

(B.G for EMD shall be executed on Non judicial stamp paper of Rs. 500/-)

Beneficiary:-----

Date:-----

Bid Guarantee No:\_\_\_\_\_

We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) for the execution of **Supply, Erection and Commissioning of Discharge pipe with man hole tapping for condenser inlet (east side) (OD – 1650 mm, ID – 1600 mm, Length – 5000 mm, Thick – 25 mm) of unit V** at Tuticorin Thermal Power Station, Thoothukudi Dist., Tamil Nadu.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the bidder, we (name of the Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures)\_\_\_\_(amount in words) \_\_\_\_\_ upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions ,because the Bidder:

a) has withdrawn its bid during the period of bid validity specified by the Bidder in the Form of Bid;  
(or )

b) having been notified of the acceptance of its Bid by the Employer during the period of validity (i) fails or refuses to execute the Contract Form, if required, or ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

This guarantee will expire:(a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to upon the instruction of the Bidder and (b) if the bidder is not successful Bidder, upon the earlier of (i) our receipt of copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC publication No 758.

Signature

With seal of the Bank  
(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)

**Format - M****Declaration towards EPF & ESI remittances**

Name of the contractor:

EPF Main code number:

ESI Main code number:

Nature of the work:

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 TNPGL.
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, TNPGL 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  
(With name, designation, seal and company seal)

Date:

Place:

**FORMAT-N**  
**DECLARATION PURSUANT TO SECTION 206AB**  
**(To be obtained from applicable Suppliers)**

This is to declare that..... (Name of the Supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2022-23 and 2023-24 (FY 2021-22 and 2022-23) and we shall file the ROI for Assessment Year 2025-26 (Financial Year 2023-24) which the due date as per the provisions of the said Act.

Permanent Account No. (PAN) of out Company/Firm/individual is .....The details of Return of Income filed are as below:

Sl.NO	Assessment year	Acknowledgement No	Date of Filing
1	2022-23		
2	2023-24		

Place:

Date:

(Authorized Signatory)  
 Signature & Seal

## ANNEXURE-I

**INDEMNITY BOND AND CERTIFICATE FOR EPF & ESI**

The contractor should indicate and produce the following certificate with list (Annexure) of employees employed by them for the works of the month and their contribution towards EPF/ESI.

EPF Code No. of the firm:

ESI Code No. of the firm:

**ANNEXURE**

Sl. No.	Name with father's name of the labour engaged	Wages paid inRs.	EPF Amount Paid			ESI amount paid		
			Employer contribution	Employee contribution	Date of payment	Employer contribution	Employee contribution	Date of payment

Summary:

- 1.Date of payment made to the employee.
- 2.Date of payment for EPF/ESI subscription along with the copy of challan.

Certified that I have remitted the monthly subscription of EPF ( Employee Contribution) / ESI (both employers and employee) to all the workers employed by me in TNPGL/ MTPS for ..... works, for the month of .....

Certified that all necessary returns to the EPF/ESI organization have been submitted within the stipulated time as required under the said EPF/ESI & MP Act 1952.

Certified that the employer's contribution of the mentioned workers in respect of EPF will be availed from PMRPY scheme or it would be borne by us.

**INDEMNITY BOND:-**

Agree to comply the provisions of the EPF/ESI& MP Act 1952 or any modification there of any other law relating thereto and rules made there under from time to time.

Signature of bidder with Company Seal

**ANNEXURE – II****CERTIFICATE**

To

(Name and address of the  
selling Dealer)

.....

.....

GST NO.

**It is hereby certified that the goods listed below are purchased by us  
for use in generation, transmission and distribution of electrical energy.**

Sl.No.	Invoice No./Date	Description of Goods	Qty.	Value (Rs.)

(Rupees only).

Place : Date :

(SIGNATURE)

Name :

Status :

Seal of Office :

**CHECK LIST****"Check List" on specific documents to be furnished in tender/ "Questionnaire" on particulars**

1. **EMD: Rs.79,100/- (Rupees Seventy Nine Lakhs and One Hundred Only)** ☐
- a. The e-receipt of payment of EMD through NEFT/RTGS through Account Transfer/BG. ☐
- b. The proof of exemption of EMD i.e SSI or NSIC/MSME/ Acknowledgment Part – II ☐
- c. Undertaking in lieu of EMD along with two witnesses ☐
- d. Bank Guarantee for EMD. ☐
- e. Copy of PEMD certificate for **Rs.20 Lakhs** or above with TNPGL Head quarters or TTPS ☐
2. **For BQR Requirement:**
- a. Manufacturer proof i.e ISO certification / License to manufacture / any other valid evidence for manufacturing. ☐
- b. Experience proof i.e Order copies. ☐
- c. End user certificate ☐
- d. Copy of Profit and Loss account for the year 2021-22 ☐
- Copy of Profit and Loss account for the year 2022-23 ☐
- Copy of Profit and Loss account for the year 2023-24 ☐
- e. Copy of Balance Sheet for the year 2021-22 ☐
- Copy of Balance Sheet for the year 2022-23 ☐
- Copy of Balance Sheet for the year 2023-24 ☐
- f. Attested copy of Annual Turn Over certified by practicing Chartered Accountant ☐
4. Technical Bid ☐
5. Financial Bid ☐
6. Furnishing of Schedule A to K ( Relevant Schedules only) ☐

Note: All the boxes should be marked

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED  
TUTICORIN THERMAL POWER STATION**

**SPECIFICATION NO: CE/TTPS -4433 - M  
SECTION-VII**

SL.NO.	DESCRIPTION	QUANTITY REQUIRED
1.	Supply of Discharge pipe with man hole tapping for condenser inlet (east side) (OD – 1650 mm, ID - 1600 mm, Length – 5000 mm, Thick – 25 mm) of unit V. Material: SS 316 gr <b>Note :</b> Erection and Commissioning of Discharge pipe should be done at free of cost.	1 No

**Encl:** 1. General Conditions (Statutory Compliances) as annexure

**EVALUATION AND COMPARISON OF TENDER OFFERS:**

1. The bid evaluation shall be done as per Tamil Nadu Transparency in Tender act 1998 and Tamil Nadu Transparency in Tender Rules 2000 and subsequent Amendments.

### **SCOPE OF ERECTION**

**Name of work : Supply, Erection and commissioning of Discharge pipe with man hole tapping for condenser inlet (east side) (OD-1650 mm, ID-1600 mm, & Length-5000 mm, Thick-25 mm) of Unit – V.**

<b>SL. No</b>	<b>Description of Work</b>
1.	Transporting the new Discharge pipe with man hole tapping for condenser inlet (east side) from Central stores to working spot.
2.	Dismantling the worn out Discharge pipe with man hole tapping for condenser inlet (east side) by removing the bolt and nuts and gas cutting.
3.	Erection the new Discharge pipe with man hole tapping for condenser inlet (east side) in Unit – V and devolution of retrieved scrap materials to Central stores/TTPS.

### **THE COMPLIANCE OF EPF ACT**

1. Since Tuticorin Thermal Power Station is covered under the EPF Act, the Contractor who desires to take up works contracts for and inside the premises of TTPS is required to comply with all the relevant provisions stipulated in the EPF & MP Act.
2. The Contractor should take separate EPF main code number. The EPF main code Number can be obtained from the Assistant Provident Fund Commissioner, Tuticorin.
3. The workers engaged by the contractors should have EPF – UAN Number (Universal Account Number).
4. The Contractor shall be responsible for the payment of necessary EPF contributions, both Employer's and Employee's contributions as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
  - a TNPGL will not reimburse (or) pay the Employer contribution towards ESI & EPF under any circumstances as over and above the accepted rates. The Contractors have to absorb the Employer contribution towards EPF and ESI in the price offered.
5. The Contractor shall submit necessary returns to the EPF organization within the stipulated time as required under the said EPF & MP Act.
6. The Contractor shall produce the proof of payment of contributions both Employer's and Employee's contributions made to EPF Organization in order to claim the works bill for the respective works. The works bill should be claimed only after ensuring the remittance of both the employer's and employee's PF contributions by the contractors.
7. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF Act in respect of the execution of the tendered work.

8. In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP ACT and consequently it happens that TNPGL / TANTRANSCO has to meet such requirements of the said ACT or Statutory provisions in the capacity of Principal Employer, TNPGL / TANTRANSCO shall make good such requirements, out of money due and payable to the said contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL / TANTRANSCO.
9. The EPF Employer contribution remitted by the contractors for the Works contract executed in TNPGL could be claimed/ reimbursed, limiting the EPF Employer contribution amount pertaining to the employees of the contractor who have not been covered under PMPRY Scheme.
10. The provision of the Pradhan Mantri Rojgar Protsahan Yojana (PMRPY) Scheme is "Government of India will pay the full employer's contribution (EPF and EPS both) as admissible from time to time w.e.f. 01.04.2018 for a period of three years to the new employees and to the existing beneficiaries for their remaining period of three years through EPFO.
11. The contractors shall remit the EPF contribution separately (by separate Challan) for each and every work.
12. Shall mention the acceptance order / formal order reference number in the remarks column of the ECR Challan (Electronic Challan Cum Return) of the EPF and to submit the same.
13. Shall submit the payment confirmation receipt (the Payment confirmation date is mandatory).
14. Shall submit the combined Challan of Account No.1, 2, 10, 21 & 22.

#### **THE COMPLIANCE OF ESI ACT**

1. Since Tuticorin Thermal Power Station is covered under the ESI Act, the Contractor who desires to take up works contracts for and inside the premises of TTPS is required to comply with all the relevant provisions stipulated in the ESI & MP Act.
2. The Contractor should take separate ESI main code number. The code number can be obtained from the Joint Director, ESI Corporation, Municipal shopping complex, Salai Street, sindupoondurai, Tirunelveli 627001.
3. The Contractor shall be responsible for the payment of necessary ESI both Employer's and Employee's contributions and for the payment of necessary Employee's contributions of ESI as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- a TNPGL will not reimburse (or) pay the Employer contribution towards ESI & EPF under any circumstances as over and above the accepted rates. The Contractors have to absorb the Employer contribution towards EPF and ESI in the price offered.
4. The Contractor shall submit necessary returns to the ESI Corporation with in the stipulated time as required under the said ESI Act.
5. The Contractor shall produce the proof of payment of contributions both Employer's and Employee's contributions made to ESI Corporation in order to claim the works bill for the respective works. The works bill should be claimed

only after ensuring the remittance of both the employer's and employee's ESI contributions by the contractors.

6. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the tendered work.
7. In case the Contractor fails to fulfill any of the statutory provisions of the ESI ACT and consequently it happens that TNPGL / TANTRANSCO has to meet such requirements of the said ACT or Statutory provisions in the capacity of Principal Employer, TNPGL / TANTRANSCO shall make good such requirements, out of money due and payable to the said contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL / TANTRANSCO.

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 Tamil Nadu Generation and Distribution Corporation against any claim for damages for injury to person or property resulting from any such accident and shall also where the provisions of workmen's compensation act apply take steps to properly insure against any claim there under by way of accident, risk, insurance, demand for all purposes of relief, failing the same or otherwise, Contractor alone will be responsible to meet the compensation awarded under the said act.

8. The Contractor should satisfy the field Superintending Engineer that 'Accident Risk Insurance Policy' is taken before taking over the site for taking up the work and also to satisfy the field Superintending Engineer, that the policy/ policies is/ are kept in force till the contract is completed and the works are taken over by the TNPGL, on the issue of completion certificate.
9. Shall to submit the Monthly Contribution Challan Form (Transaction status field – completed successfully is mandatory).
10. Shall submit the contribution history of the respective months.
11. Shall submit the month wise statement duly signed with seal, showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.

Sl. No.	IP No.	IP Name	No. of days	Wages	IP Contributions

12. The contractor shall indemnify TNPGL against all actions, suits, claims, compensation towards accidents/ death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/ and to undertake steps properly to insure against any claims there under.
13. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under factories act 1948 and TNF Rules 1950 made there

under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of TTPS is charged by the officials of the Inspector of Factories with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the Manager of TTPS will be discharged from liability under this Act, in respect of such offence.

14. The contractor shall furnish the undertaking towards ESI & EPF in Rs.500/- stamp paper as in the enclosed Annexure for this work while claiming the Part Bill / Final Bill.

15. **Pradhan Mantri Suraksha Bima Yojana(PMSBY) Scheme.**

All the contractor executing the works contract/contract in which labours are engaged should provide an accidental Insurance scheme for Rs.2,00,000/- additionally under Pradhan Mantri Suraksha Bima Yojana(PMSBY) Scheme through Bank/Post office for a premium of Rs.20/- per annum per person to all the labours engaged by the contractor for the works in TNPGL

### **THE COMPLIANCE OF DIGITAL BASED STATUTORY COMPLIANCE SERVICES AUDIT/CONTRACT COMPLIANCE AUDIT**

As the Digital Based Statutory Compliance Services Audit/Contract Compliance Audit through Online Platform will be integrated with on line Bill processing system in TNPGL from 01.04.2021, the contractor have to obtain the statutory compliance clearance certificate for the works contracts from Online Compliance Service Providers and the same should be submitted through online by the respective contractors.

All the contract bills which consist of the work portion will be processed only after the statutory compliance clearance certificate of the Online Compliance Service Providers.

### **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 thereunder 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 Officers.
- (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
- (iv) Employment Card : The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
- (a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
  - (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- (vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--

- a) Full particulars of the labourers who met with
- 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) 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 TNPGL/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 Organisation within the stipulated time as required under the said EPF & MP Act.
- (e) The Contractor should produce the proof of payment of contribution - both Employer's and Employee's contributions made to EPF Organisation in order to claim the Bills for the respective works.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.
- (g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TNPGL/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL/TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL/TANTRANSCO.

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

## **3.0 Compliance of ESI Act 1948 :**

- (a) The contractor who take up the works contract for TNPGL & 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 said ESI Act.

- (e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work.
- (g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TNPGL & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL & TANTRANSCO.
- (h)
  - (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
  - (ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.
  - (iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

#### **4.0 STATUTORY COMPLIANCE CLEARANCE CERTIFICATE:**

- (a) The Contractor executing the works contract in TNPGL/TANTRANSCO should obtain the Statutory Compliance Clearance Certification from the Online Compliance Service Providers engaged by TNPGL/ TANTRANSCO, the required documents should be submitted by the contractors to the respective Online Compliance Service Providers.
- (b) The charges for Statutory Compliance Clearance Certification will be at the rate of Rs.2.00/- per man day per month with minimum charges of Rs.400/- and maximum charges of Rs. 3200/- and Rs.300/- for re-audit due to reasons attributable to the contractor. The charges should be paid by the respective contractors to the service provider through online.

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

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

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

- (a) The Contractor who take up works contract for TNPGL/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 TNPGL/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 TNPGL/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 TNPGL/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the migrant labour licence before executing the works.
- (d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
  - (i) Muster Roll in Form - XVI.
  - (ii) Register of Wages in Form - XVII.
  - (iii) Register of overtime in Form - XVIII.
  - (iv) The contractor shall issue an photo identity card to his employees.

## **7.0 Wages:-**

- (a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act, 1948 or the current 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.
- (c) The contractor should pay the wages to their employees only though digitally (i.e.,) paid directly to the bank account of the employee.

## **8.0 EPF DOCUMENTS TO BE PRODUCED FOR CLAIMING BILLS:**

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

### 9.0 ESI Documents for While Claiming Bills:-

- (a) The Monthly Contribution Challan Form should be submitted (Transaction status field - completed successfully is mandatory).
- (b) The contribution history of the respective months should be submitted.
- (c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.

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

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

#### **New Forms:**

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

FORM I	(a) The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.
FORM II	(b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.
FORM III	(c) The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006
FORM IV	Certificate of Registration of Principal Employer/Employer (under 3 Rules)
FORM V	Application for Licence/ Renewal of Licence (under CLRA and ISMW Rules)
FORM VI	Form of Certificate by Principal Employer (under CLRA and ISMW Rules)
FORM VII	Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)
FORM VIII	Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)
FORM IX	Licence and Renewal (under CLRA and ISMW Rules)
FORM X	Notice of commencement/ completion of work (under CLRA and BOCW Rules)
FORM XI	Service Certificate (under 3 Rules)
FORM XII	Certificate of Medical Examination (under BOCW Rules)
	Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)
	Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)
	Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

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

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

## **12.0 SAFETY CONDITION:-**

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
  - (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
  - (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
  - (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
  - (v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.
  - (vi) If any accident occurs, it should be informed to the concerned officer of TNPGL in writing by the concerned contractor immediately.
  - (vii) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.
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- (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 strength, and free from patent defects.
- (iii) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- (iv) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
  - (a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
  - (b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
  - (c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
  - (d) The Contractor is not exempted from the operation of any other Act or Rule in force.

**Sd/.....**  
**CHIEF ENGINEER,**  
**TUTICORIN THERMAL POWER STATION**  
**TUTICORIN – 628 004.**

**Discharge Pipe with Man Hole Tapping for Condenser Inlet / Outlet Pipe Line of Unit 4 & 5**