

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

8. System Requirement:

- i. Operating System - Windows XP-SP3 & above
- ii. Internet browser –IE 10 and above
Firefox 42 to 49
Firefox ERS 52.
- iii. Signing type digital signature (class III)
- iv. Java Version 1.8.0_161. Download from <https://eprocure.gov.in/mmp/jre-windows-i586.exe> and install in the system.
- v. For more details, check <https://tntenders.gov.in/nicgep/app> → Site Compatibility

9. 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 (**NIC**).

10. 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. Anyhow, over and above the documents available in "my space" option, it is the sole responsibility of the bidder to ensure the uploading /submitting required documents as called for in the tender.
- 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, mentioned in the different sections in the tender document, with necessary attestation wherever called for, in the tender.

11. ELECTRONIC SUBMISSION OF BIDS:

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.

12. 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 "ONLINE" to pay the EMD amount through **payment Gateway services of State Bank of India**.
- 4) The scanned copy of payment made through Gateway services of State Bank of India towards EMD amount has to be uploaded.** TNPGL shall not be responsible for any delay in uploading the proof of EMD.

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 TNPGCL 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 TNPGCL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

13) Late Bids:

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

14) 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.

15) 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.

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.

TAMIL NADU POWER GENERATION CORPORATION LIMITED (TNPGL)**(Erstwhile TANGEDCO)****TENDER SPECIFICATION ABSTRACT****OPEN TENDER – TWO PART SYSTEM**

For and on behalf of TNPGL Limited, tenders are invited **through E-tender** under Open Tender – **Two part system** for the following works contract:

| | | |
|-----|--|--|
| 1. | Tender Specification No. | CE/SE/M-I/NCTPS-I/278/2025-26 |
| 2. | Name of the work | E- tender for NCTPS – I - SE/MI circle – AOH (25-26) - BM Dn. – Unit III – Providing of insulation for PA hot air duct and SA hot air duct APH outlet slope area of Flue gas duct A & B pass – Renewal / Rectification of overhauling work and relaying the insulation as original position of damaged insulation and its accessories including supply during annual overhaul for the year 2025-26 |
| 3. | Quantity | As per Schedule |
| 4. | Method of Tender | Open Tender (Two Part) system through E-tender, Techno commercial bid (Part-I) and Price bid (Part-II), through https://www.tntenders.gov.in/nicgep/app of NIC. |
| 5. | a) Earnest Money Deposit | Rs.66,900/- (Rupees Sixty Six Thousand & Nine Hundred only) to be paid through Online mode. i.e. Online Payment provision available at NIC Portal itself under bid submission window through the Common pool account by integrating the payment Gateway services of State Bank of India. |
| | b) Permanent EMD for Tenders of value | Permanent EMD of Rs. 20 lakhs/- or above with TNPGL Head quarters or NCTPS-I |
| 6. | URL for online bid submission for e-tender | https://tntenders.gov.in/nicgep/app |
| 7. | Date & Time of closing of online e-tender for submission of Techno-commercial cum price bid | 30.12.2025@ 14.00 hours |
| 8. | Date & Time of opening of tender electronically | 31.12.2025@ 14.30 hours |
| 9. | Place at which the tenders will be opened | Office of Superintending Engineer/ Mechanical -I/NCTPS-I |
| 10. | Availability of Tender Specification at website | The tender specification will be placed at the following web sites. The prospective bidders may download the same. TNPGL : www.TNPGL.gov.in NIC : https://tntenders.gov.in/nicgep/app |
| 11. | BID QUALIFYING REQUIREMENTS | Refer Section – II |
| 12. | REJECTION OF TENDERS | Refer Section – IV |
| 13. | Purchase preference to Enterprise owned by Scheduled Castes or Scheduled Tribes | Refer Clause 10.0 of Section -III |
| 14. | Documents to be uploaded by the tenderers during e-submission | e-Receipts/ Evidence for PEMD / Evidence for EMD exemption, Schedules A to F and Annexure I to IX and other documents whichever is applicable to be uploaded |
| 15. | Any Clarification to be sought from | SE/M-I/NCTPS-I/Chennai-120. Any clarification in the tender shall be sought before 48 Hrs. of due date and time, through e-mail. (sem1nctps@tnebnet.org) |
| 16. | The Tamil Nadu Transparency in Tender Act 1998 and the Tender Transparency in Tender Rules in 2000 and Tender Regulations and subsequent amendments are applicable in this tender. | |
| 17. | Remarks: If the due date for opening the tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given. | |

Encl: 1) Section – I to VI 2) Schedules A to F 3) Annexure I to IX

Sd/-
CHIEF ENGINEER/N.C.T.P.S-I
CHENNAI 120

DESCRIPTION

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SECTION -I

EARNEST MONEY DEPOSIT

- 1) Intending Tenderer should pay an EMD amount as specified in the Tender Specification Abstract.
- 2) The Earnest Money Deposit should be paid through **online mode**only. i.e. Online Payment provision available at NIC Portal itself under bid submission window through the Common pool account by integrating the payment Gateway services of State Bank of India. Scanned copy of the E-receipt generated shall be uploaded.

The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid. **The EMD amount should be remitted before closing time of tender.**

3.0 Bank Guarantee (BG)

- 3.1. The EMD in the form of Bank Guarantee (BG) with one year validity is also acceptable. However, the same should be submitted in original before the time of tender opening. Otherwise, the tender shall be specified as summarily rejected citing the non compliance of EMD.
- 3.2. The Bank Guarantee towards EMD shall be in the form of an irrecoverable Bank Guarantee on non-judicial stamp paper of value not less than **Rs.500/-** as per the Proforma enclosed as Annexure-V of this specification obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.
- 3.3. In the event of bidder submitting the EMD in the form of BG, the scanned copy of BG should be uploaded in the portal and should be submitted in original within three working days from the date of tender opening failing which the offer will be summarily rejected.
- 3.4. The Bank Guarantee shall be valid for one year and the beneficiary details as below:

Account No. : 660802000000051

Name of the Bank : IOB / Extension Counter

IFSC Code : IOBA0006608

- 3.5. The e-receipt of payment of EMD through NEFT/RTGS/Accounts Transfer 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 Tenderers who are having valid Permanent EMD with TNEB/TNPGCL for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

| S.NO | PEMD SLAB | Monetary limit of tender value for participation without payment of EMD |
|-------------|-------------------|--|
| 1 | Rs. 2,00,000/- | In case of all Iron & steel materials, main producers (Government of India undertaking only) for procurement of Iron & steel materials |
| 2 | Rs. 20,00,000/- | In case of Tenders not exceeding Rs. 10 Crores in value |
| 3 | Rs. 40,00,000/- | In case of Tenders not exceeding Rs. 50 Crores in value |
| 4 | Rs. 1,00,00,000/- | In case of Tenders without any monetary limit |

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNPGCL as Permanent E.M.D. well in advance, and obtain a certificate from the Financial Controller/Purchase/Head Quarters, Chennai-02 and upload copy of the same along with the tender.

- 5) The EMD will not carry any interest.
- 6) Any other mode of payment of EMD other than the above online mode shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

REFUND OF EMD:

(i) *The Earnest Money Deposit paid by the unsuccessful bidders will get refunded from the Common pool account created by the Finance Department, Government of Tamil Nadu after finalizing the tender and awardance of P.O/AOC*

(ii) 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.

7) EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (ONLY SSI UNITS located in TAMIL NADU):

(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 **subject to ensuring that the services** should be covered in their Registration Certificate for participation in the tenders floated by the Government Departments, State Public Sector Undertakings, Statutory Boards, Local Bodies, Co-operatives, Universities and Societies formed by the Government and whenever it is deemed necessary.*

ii) "DOCUMENTS TO THE UPLOADED AS A PROOF OF ELIGIBILITY FOR EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT:

The tenderer shall upload a chartered accountant certificate **with UDIN** towards annual turnover and another certificate **with UDIN** for calculation of investment on plant and machinery specified in the explanation I to sub-section (1) of section 7 of Income tax rules 1962 framed under the income tax Act 1961, as per the recent MSME Notification No S.O 2119 (E) dt.26.06.2020.

NOTE: EMD EXEMPTION IS NOT APPICABLE FOR THE SSI UNITS LOCATED OUTSIDE THE STATE OF TAMIL NADU.

8.0 REGISTRATION OF MICRO, SMALL & MEDIUM ENTERPRISES BY COMPOSITE CRITERIA IN UDYAM REGISTRATION & GUIDELINES:**8.1 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).

8.2 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.

A certificate from Charted Accountant **withUDIN**, 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.

8.3 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 with **UDIN** and the same is to be uploaded along with the bid in case the bidder claims EMD exemption.

8.4 Composite Criteria of investment and turnover for classification:

1. A Composite criterion of investment and turn over shall apply for classification of an enterprise as micro, small or medium.
2. If an enterprises crosses the ceiling limit specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover subject to transition period in classification as specified in Clause 7.5.
3. All units with Goods and Services Tax Identification Number (GSTIN) listed against the same permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

8.5 Updating and transition period in classification:

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

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

I. ***Copy of Udyam Registration Certificate or any other valid registration certificate/proof as notified by the Government of India subject to ensuring that the services*** should be covered in their Registration Certificate for participation

II. The tenderer shall upload a **Chartered accountant certificate** with **UDIN towards annual turnover and another certificate for calculation of investment on Plant and Machinery** specified in the explanation I to sub – section (1) of section 7 of Income tax rules 1962 framed under the Income tax Act 1961, as per the recent MSME Notification No S.O 2119(E) dt.26.06.2020.

III. ***Those tenderers under exempted Category from payment of EMD shall upload an undertaking in lieu of EMD in a non-judicial Stamp paper of value not less than Rs.500/- (Rupees Eighty only) in the form as per Annexure-IV to the effect to pay penalty an amount equivalent to EMD/ Security Deposit or an amount equal to the actual loss incurred by the procuring entities whichever is less in the event of non – fulfilment or non- observance of any of the conditions stipulated in the contract.***

10) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES: -

- i) If the documentary evidences towards Exemption from payment of EMD are not uploaded.
- ii) If the **services** are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.

iii) If not furnished the chartered accountant certificate **with UDIN** for investment held in Plant and Machinery or Equipment and Annual turnover value.

iv) If the SSI units located outside the state of Tamil Nadu availed for EMD exemption.

v) If the proof of exemption of EMD with an undertaking in lieu of EMD not uploaded.

vi) If the EMD undertaking is not signed / authenticated in all pages of undertaking.

vii) If the undertaking is without Signature of witnesses along with details of their name and address.

11) 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.

i) The proof for payment of EMD.

ii) The proof of exemption of EMD with an undertaking in lieu of EMD and chartered accountant certificate with **UDIN** for investment held in plant and machinery or Equipment and Annual turnover value.

iii) The proof of Permanent EMD Holder.

12) The Earnest Money Deposit 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.

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.

viii) In case of tenderers participating on the strength of PEMD, 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.

SECTION – II
BID QUALIFICATION REQUIREMENTS (BQR)

SPECIFICATION NO.CE/SE/M-I/NCTPS-I/278/2025-26

E-tender for NCTPS – I - SE/MI circle – AOH (25-26) - BM Dn. – Unit III – Providing of insulation for PA hot air duct and SA hot air duct APH outlet slope area of Flue gas duct A & B pass – Renewal / Rectification of overhauling work and relaying the insulation as original position of damaged insulation and its accessories including supply during annual overhaul for the year 2025-26

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

1. The Bidder should be a manufacturer / Authorised dealer for LRB wool mattresses and having experience in supply of thermal insulation materials as a complete package including MS mesh / MS Corrugated sheet with online erection of insulation while unit in service in boiler / boiler ducts in any one of the 200 MW (or) above unit capacity thermal power stations of TANGEDCO / TNPCL / TNEB / PSU / OSEBs / Govt. Organization / Govt. undertakings within the last ten years from the date of tender opening for a value more than Rs.16,71,400/- in a single order.
2. The bidder should furnish Performance Certificate from end user for the above executed order. In case the bidder executed order to TANGEDCO / TNPCL / TNEB, the performance certificate from end user will be obtained by tender inviting authority.
3. The bidder's annual turnover should be more than Rs.16,71,400/- in any one of the last three financial years (2022-23, 2023-24 & 2024-25).
4. a) In case of companies registered under companies act, the copy of the audited financial statements like profit & loss account and Balance sheet for above mentioned three years shall be certified by the practicing Chartered accountant with UDIN.
(or)
4.b) In case of others, copy of income tax statement or GST Turnover statement for above mentioned three years shall be certified by the practicing Chartered accountant with UDIN.

NOTE TO BQR:

The following documents should produce on demand,

1. The bidders having done the above work on sub-contract basis will not be considered.
2. Joint Ventures/Consortium is not eligible to participate in this Tender.
3. EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be produced
4. The tenderer shall upload the CA certificate along with UDIN for audited annual accounts and annual turnover statement.

SECTION – III

INSTRUCTION TO THE TENDERERS

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.

1.0. SUBMISSION OF OFFER:

- 1.1. 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 Annexure called for in this Specification, only as per the formats prescribed herein.
- 1.2. The Tender Offer consisting of Schedules A to C should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
- 1.3. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, Certified copies of which shall be enclosed.
- 1.4. 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.

2.0. MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

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.

In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, SE/M-I/NCTPS-I/Chennai-120, will clarify the same.

If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by SE/M-I/NCTPS-I/Chennai-120, on the clarifications will be final and binding on the Tender.

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

All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

3.0. BEFORE QUOTING:

3.1. Every tenderers is expected to inspect the site before quoting his rates.

3.2. The TNPGL will not however accept after acceptance of the contract rate any extra charge for the lead for any other reason in case the contractor is found later on to have misjudged materials available.

3.3. The standard specification of the Tamil Nadu Public works department and I.S.S. will be followed for the performance of the contract wherever applicable and for all particulars not specially covered by this specification

3.4. QUOTATION OF RATES:

Rates should be quoted in figures.

The contractor / firm should closely note all the specification clauses which govern the rates while he is tendering. The rates accepted **shall remain FIRM** for the entire duration of contract or any extension thereof. **The rates quoted should be inclusive of all incidental expenses for carrying out subject work. All the expenses to be incurred by contractor are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value. The applicable GST shall be worked out on the transaction value only.**

The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed on to TNPGL while quoting the price.

4. INCOMPLETE TENDERS:

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

5. AMBIGUITIES IN CONDITIONS OF TENDERS:

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

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

5.2. Tenderers shall bear all costs associated with the participation in the e-Tender and TNPGL will in no case be responsible or liable for these costs.

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

5.4 The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pincode, telephone and Fax Nos. etc. in their tenders so as to arrange inspection by the TNPGL, if considered necessary.

6.0 TENDER OPENING:

6.1. OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):

The Tender offer except price Bid will be opened electronically at 14.30Hrs. on the date notified, at the Office of the Superintending Engineer/ Mechanical-I, North Chennai Thermal Power station – I, Chennai-600 120, through <https://tntenders.gov.in/nicgep/app>. Tenderers need not to visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

6.2 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 fulfil the BQR criteria and whose bids are found to be commercially and technically acceptable.

7.0. INFORMATION REQUIRED AND CLARIFICATIONS:

7.1 In the process of examination, evaluation and comparison of tender offers, the TNPGL may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

7.2 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.

7.3 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.

7.4 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.

8.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:

8.1. 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.

8.2. 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.

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

* The quoted price will be corrected for arithmetical errors.

* The rate of GST as applicable both in percentage and amount shall be indicated in the offer.

* The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Basic price + GST).

* 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 & outside TN.

* This being a works contracts the L1 tenderer will be decided for the total contract value not for the individual item.

9.0 Withdrawal of Price preference: No price preference shall be extended to domestic SSI units and Public Sector Undertakings of the Government, in evaluating the offers, in view of the provision for extending price preference is withdrawn in Tamil Nadu Transparency in Tenders Act.

10.0 Purchase preference to Enterprise owned by Scheduled Castes or Scheduled Tribes:

As per latest amended Tamil Nadu Transparency in Tenders Rules 2000, in case of procurement of Goods or Services, where it is possible for procuring to divide the award of tenders to more than one supplier (or) service provider **five percent** of the total requirement in the procurement shall be awarded to Enterprises owned by persons belonging to the Scheduled Castes or Scheduled Tribes in respect of only of the **Goods Manufactured or services** rendered by it, if the following conditions are satisfied,

- (a) the lowest tenderer is not in Enterprise owned by persons belonging to the Scheduled Castes or Scheduled Tribes and
- (b) Such Enterprises are willing to match the price of the lowest tenderer.

Enterprises owned by Scheduled Castes or Scheduled Tribes (SC/ST) For Claiming The Purchase Preference as per Tender Rule 30C are.

1. The enterprises means any domestic enterprises located in Tamil Nadu owned by any person belonging to a SC/ST (Certificate Annexure- VIII to be uploaded) (or)

2. Any domestic enterprise, which is a firm or limited liability partnership, having its registered office and place of business in the State, where not less than three-fourths of the partners belong to the scheduled castes or scheduled Tribes (Certificate Annexure- IX to be uploaded) (or)

3. any domestic enterprise, which is a company having its registered office and place of business in the state where,

(i) more than fifty percent of the ordinary shareholdings pertain to persons belonging to the scheduled castes or scheduled Tribes; (Certificate Annexure- X to be uploaded) and

(ii) the control of the company, as defined in section 2 (27) of the companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the scheduled castes or scheduled Tribes".

Note: "Scheduled Castes" and "Schedule Tribes" shall have the meanings assigned to them respectively under clauses (24) and (25) of Articles 366 of the constitution. "State" means the State of "Tamil Nadu".

The online registration of SSI units in Udyam Registration Portal is based on self declaration. Hence, in order to claim purchase preference for domestic enterprises belonging to scheduled castes and scheduled Tribes, the supporting documents necessary to evidence the same in respect of each type of domestic enterprise owned by SC/ST are specified below.

In case of such domestic enterprise been a sole proprietary firm having registered in Udyam portal located within Tamil Nadu, Udyam Registration certificate contains the social category of enterprise. However, in order to ensure that no change in social category of enterprise has happened consequent of having registered in Udyam portal, an undertaking from the sole proprietor may be insisted.

In case of such domestic enterprise is partnership firm been registered in Udyam portal, social category of enterprise can be ascertained from the community certificate of not less than three-fourths of the partners belongs to the Scheduled Castes or Scheduled Tribes along with copy of registered partnership deed. However, a certificate from chartered accountant may also be obtained certifying that no change in social category of enterprise has happened consequent of the said registered partnership deed.

In case domestic enterprise is a company having its registered office and place of business in the state, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and the control of the company, as defined in section 2 (27) of the Companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes.

11.0 TIE BREAKER:

When more than one bidder have quoted same value during bid submission and accepted in Finance Evaluation, TNPGCL is allowed to select any one combination of bidder value (i.e. the L1 bidder) to initiate for Finance bid resubmission for Tie Break.

12.0 RIGHTS OF THE TNPGCL:

12.1. Rights to reject the tenders:

12.1.1. 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.

12.1.2. 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 TNPGCL reserves the rights:

- a) To vary the quantity finally ordered to the extent of 25% either way of the quantity indicated in the Tender document, as the quantity indicated in the schedule of requirement is approximate.
- b) To recover losses, if any, sustained by TNPGCL, from the supplier who pleads his inability to execute the work and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
- c) To cancel the orders for not keeping up the delivery schedule.
- d) To vary the delivery period based on the requirement and contingencies at the time of placing the order.
- e) To accept the lowest eligible tender.
- f) To reject any or all the tenders or cancel without assigning any reasons thereof.
- g) To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TNPGCL.

12.2. 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 TNPGCL the bidder is found not qualified to satisfactorily perform the contract.

13.0. DEVIATIONS:

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

13.2 No alternate offer will be accepted.

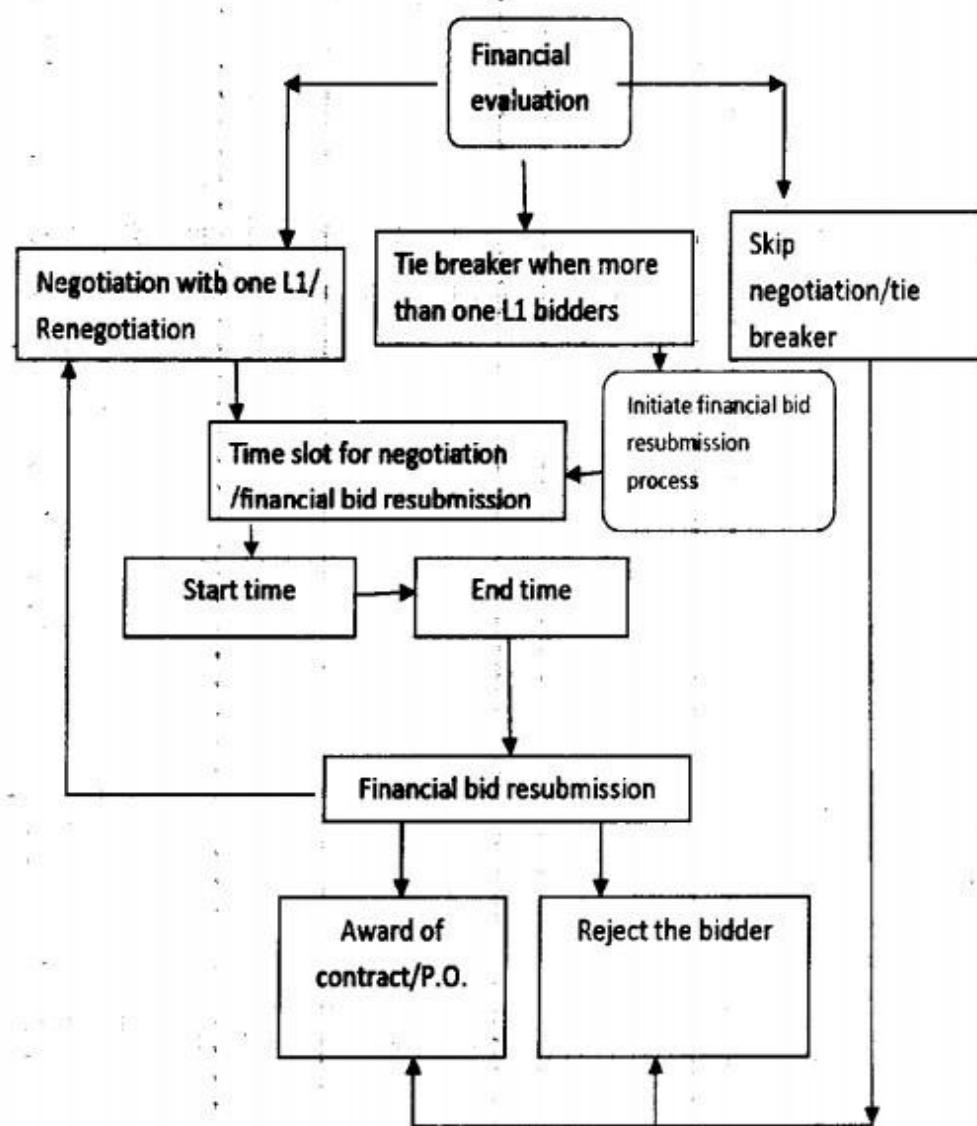
14.0 VENDOR RATING:

TNPGCL will verify the vendor rating of the bidders from selected Thermal Power stations. In case the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.

15.0 TNPGCL reserves the right to carry out negotiation with the L1 TENDERER after opening of price bid.

16.0 Online Negotiation:

The negotiation with L1 tenderer will be done by TNPGL through Online. The online negotiation process in the" portal is similar to the process for negotiation under tie breaker process. However, financial rebid submission can be invited from only one bidder. (Chart to be enclosed).



17.0 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 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 Condition of service) Act 1979 & Rules 1983 for registration of vendors in the IMS online portal.

SECTION- IV

REJECTION OF TENDER

- A) Tender will be summarily rejected if ,
 - 1) Received by Post / Courier/ E-mail and any other mode other than e-submission.
 - 2) Received with EMD in **Any other mode of payment other than the payment Gateway Services of State Bank of India**
 - 3) Not accompanied by the requisite EMD or proof of EMD exemption.
 - 4) ***The SSI UNITS located outside the state of Tamil Nadu. (EMD exemption not eligible)***
 - 5) ***Not accompanied by undertaking/agreement where EMD is exempted.***
 - 6) Not accompanied with attested copies of evidences for meeting the **bid qualification requirement**.
 - 7) Does not meet Bid Qualification Requirement.
 - 8) Received from any blacklisted firm or contractor.
 - 9) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
 - 10) Offer is made for the part of the materials and not the whole of the material covered under the specification, may be rejected
 - 11) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
 - 12) Not accompanied with tender sample if requested and not in conformity with TNPGL's technical specification.
 - 13) Received from a tenderer who is directly or indirectly connected with Government service or TNPGL Service or service of Local Authority.
 - 14) Price is indicated in Techno-commercial bid
 - 15) Offer received from joint venture/consortium
 - 16) Incomplete and evasive offer.
 - 17) Not in the prescribed Form & Procedure
 - 18) From the approved tenderer, whose permanent EMD is not adequate for this tender.

B) Tender is LIABLE for rejection if,

- 1) received without active GSTIN Registration Number
- 2) Not in conformity with TNPGL's technical Specification and commercial terms
- 3) With validity period less than that specified in the specification.
- 4) If Questionnaire as per **schedule E** and Tender Acceptance letter as per **schedule D** are not duly filled and signed by the tenderer.
- 5) Not containing all required particulars as per schedule A to F.
- 6) Not accompanied with descriptive literature and Pamphlet of the material along with the offer.

SECTION –V
COMMERCIAL TERMS AND CONDITIONS& STATUTORY COMPLIANCES

1.0 SCOPE: As per tender schedule

2.0 LOCATION:

The Power Generation Units - I, II & III, each of 210 MW Capacity, are in North Chennai Thermal Power Station-I, situated in Chennai-120. The site is located at a distance of about 20 km from the Chennai town, Tiruvallur district, in the state of Tamil Nadu. It is well connected by rail (Broad Gauge) and by road (NH - 45). Nearest Airport, is Chennai (42 Km away).

3.0 PRICE:

3.1. The Tenderer's are requested to quote FIRM price only.

3.2. The Tenderer's shall quote the Unit price, with applicable rate of GST separately. A format for price schedule is given in Schedule 'A'.

3.3. The above breakup details should be clearly indicated in the Schedule-A, in the absence of which the offer shall be liable for rejection.

3.4. It is the responsibility of the tenderer to make sure about the correct rates of GST leviable on the materials/Work portion at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TNPGL will not be responsible for the mistake.

3.5. The tenderer should quote their rates taking into account the (Input Tax Credit (ITC) relief available to them on account of GST already paid. A certificate to this effect may be furnished along with the tender.

3.6. All the expenses to be incurred by contractor are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value. The applicable GST shall be worked out on the transaction value only.

4.0. VALIDITY:

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

4.2 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.

5.0. SECURITY DEPOSIT FOR CONTRACT PERFORMANCE:

5.1. The successful tenderer will have to furnish Security Deposit for contract Performance for 5% of the total accepted value of the contract less EMD amount, if already paid. The Security Deposit for contract Performance has to be paid in the form of electronic mode of payment or DD or Bankers Cheque or where the competent authority deems fit irrevocable Bank Guarantee from any Nationalized Bank or Scheduled Banks or Foreign Banks with branches in India. Alternatively, the Earnest Money Deposit remitted by the firm will be refunded on request, if the Security Deposit for contract Performance is paid in full without adjusting the EMD amount.

5.2 In the event of furnishing Bank Guarantee towards Security Deposit, the validity of the Bank Guarantee if required shall have to be kept live till completion of Guarantee period.

In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TNPGL within the date of expiry of the existing Bank Guarantee. In case failure to submit such extended Bank Guarantee within the due date (expiry date), TNPGL shall invoke the Bank Guarantee by addressing the Bank directly.

Further, in the case of bank Guarantee being extended without any break in period and there is delay in submission of such extended Bank Guarantee, for any reason, TNPGL shall reserve the right to accept the belated submission of the extended Bank Guarantee by levying penal interest at the rate of 12% per annum for the delayed period of submission. Such penal interest shall be recovered from the service provider's subsequent bill.

5.3 The Security Deposit for contract will be refunded to the contractor only if the contract is completed as per the agreed conditions. If the TNPGL 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 TNPGL, then the TNPGL will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.

5.4 The above security deposit for contract Performance has to be paid within 15 days from the date of receipt of acceptance order. The SD will not carry any interest and the same will be returned on satisfactory completion of guarantee period. The bill will not be passed without SD cum Performance Guarantee. The belated payment of Security Deposit shall not be accepted. In the event of failure to remit security deposit within the 15 days, the EMD may be forfeited and the acceptance order may be cancelled. If Security Deposit is paid belatedly, the same may be accepted with a penal interest at 12% per annum for the delayed period.

6.0. LIQUIDATED DAMAGES:

If the contractor fail in the due performance of his contract within the time fixed to the contractor or any extension thereof, the contractor is liable at the discretion of the Exe. Engineer concerned to the levy of liquidated damages for delay at half percent (0.5%) of the contract price of the undelivered/in completed items for each calendar week of delay and total shall not exceed maximum of 10% of the Contract value.

In case of default in executing the work, the contractor is liable to pay to TNPGCL in addition to liquidated damages for delay, the actual difference in price whenever TNPGCL orders the delayed works to be executed by other agencies at higher rate.

The Engineer shall be at liberty to terminate this contract in case the contractors slows down the works, abandons or does not use the quality materials. Seven days notices in writing shall be served to contractor in this regards which will lead to even the termination of the contract without prejudice to recover the amount due either from the amount through this contract or other contracts.

However, in respect of contracts where supplies effected in part or works executed in part could not be beneficially used by the TNPGCL (Due to such incomplete supplies /execution) liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion.

7.0. PAYMENT TERMS:

7.1. (a) Within the contract period:

- (i) 95% payment will be made within 90 days after satisfactory completion of entire work and submission of bills.
- (ii) 5% will be retained as retention amount and will be paid after the completion of guarantee period.

(b) Delay in completion of work:

- (i) If the work is completed after due date only 95% will be paid within 90 days after recovery of applicable L.D and the balance 5% will be paid after the completion of guarantee period.
- (c) In the event of TNPGCL failing to release the payment within the stipulated time frame of 90 days from the date of completion of works/services as the case may be continued to be adopted for both SSI units and non SSI units and failing which simple interest for the delayed period will be paid at the SBI three months MCLR.

7.2 Mode of Payment: All the Financial Transactions shall be done through online mode. The Contractors/ Suppliers are to furnish their bank account details in the Invoice/ Bills in printed format like Name of the Bank, Beneficiary Name, Address of the Bank, Bank Branch having their Account Number, IFS Code and Branch code for each bill to be claimed towards works executed against the K2 agreement/chit agreement. Necessary Bank charges shall be borne by the contractor.

7.3. When there are complaints from the labour department about non-payment of wages to the labourers employed by the contractor for the execution of work under agreement, the Engineers shall have full powers to withhold the bills claimed by the contractor pending clearance certification from the labour department and act as per direction given by the labour department.

7.4. It shall be accepted as a condition of contract that the payment of final bill to the contract less the withheld amount and his acceptance thereof shall constitute a full and absolute release of the TNPGCL from all further claims by the contractor under the contract.

8.0. GUARANTEE CLAUSE:

i) Workmanship

The guarantee period for the above work is **6 (Six) months** from the date of completion of work. Any defects noticed in workmanship during the guarantee period, the same should be rectified at free of cost.

ii) Material

The guarantee period for the supply portion is **18 months** from the date of receipt of material at site or 12 Months from the date of commissioning whichever occurs later subject to overhaul guarantee period of 24 months from the date of receipt of material. Any defects noticed in material during the guarantee period, the same should be rectified at free of cost.

9.0. PERIOD OF CONTRACT:

10 days for removal and 20 days for re-erection of insulation after completion of Mechanical works.

10.0. INSURANCE:

a) 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, theft for any cause and he shall indemnify the TNPGCL 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 claims there under by way accident, risk insurance demand for all purposes of relief.

b) The **CONTRACTOR** should satisfy the respective field Superintending Engineer that an '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 PURCHASER, on the issue of an completion certificate.

c) Recoveries will be made from **CONTRACTOR's** bills for any liability for the accidents and refund of the same, considered later after the claims is fully settled by the insurance authorities.

d) The CONTRACTOR shall insure all his plants and materials against all possible risks including Transit Insurance or loss (or) damaged from whatsoever causes. The rates quoted shall be inclusive of this.

11.0. INCOME TAX:

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

12.0. OVER VIEW OF GOODS SERVICE TAX (GST):

i. Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.

ii. The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.

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

iv. GST Registration Number: TNPGCL 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 **TNPGCL is 33AAKCT7598K1ZI**. The details are also posted in TNPGCL web portal. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digit represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is represent check digit.

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

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

vi. 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.

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

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

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

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

13.1. GOODS SERVICE TAX (GST):

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

| Sl. No. | GSTN details | Data to be filled up |
|---------|---|---|
| 1 | Billing Address of the Customer | The Superintending Engineer, Purchase & Administration, North Chennai Thermal Power Station, Stage-I, Chennai – 600 120. |
| 2 | GSTIN Enrolment Provisional Registration No. | 33AAKCT7598K1ZI |
| 3 | Type of Customer | Company |
| 4 | Name & Address as registered in – Principal place of Business | Tamil Nadu Power Generation Corporation Limited, 144, Anna Salai, NPKRR Maaligai, Chennai – 600 002. |
| 5 | State of Registration of GSTIN | Tamil Nadu |
| 6 | Details of Additional Places of Business | Please see www.TNPGL.gov.in |

It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material/ works 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, 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.

Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the tenderers. Any variation in GST due to statutory variation within the contract delivery date shall be considered by the TNPGL.

In case of delayed in execution of work, the GST prevailed on the date of actual execution of work or the date of contractual period whichever is less shall be admitted. For both the cases, the supplier/contractor shall furnish documentary evidence while submitting the bills for payment.

The GST provisional ID and ARN of TNPGL is given below to incorporate to supplier / Contractor domain.

13.2. GST E-way bill system:-

a) E-way Bill is an electronic document to be generated to cover movement of goods more than Rs.50,000/- for inter states and Rs.1,00,000/- for intra states and such generation needs to be done in e-Way Bill portal <http://ewaybillgst.gov.in/>.

Consequently transporters of goods, under GST provisions are required to carry on e-Way Bill for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply of 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.

b) Transactions which require E-way bill:

For transportation of goods of more than Rs.50,000/- for inter states and For transportation of goods of more than Rs.1,00,000/- for intra states in relation to all types of transactions such as

i) Inward Supply. It is the responsibility of the Supplier/ contractor or then transporters to generate e-way bill before transporting goods for delivery at TNPGL's premises.

ii) Inward supply from an unregistered person. There is a condition in the e-way bill clause that registered person has to generate e-way bill at the time of movement of goods from unregistered person under GST.

13.3. GST E-way bill system:

The Government of India has noticed E-Way bill system for interstate movement of goods w.e.f. 01.04.2018. Similarly the Government of Tamil Nadu has introduced the E-way bill system for intra-state movement of goods w.e.f. 02.06.2018.

The delivery of materials shall be at NCTPS-I stores and as such it is the responsibility of suppliers to comply with GST e-way bill provisions for ensuring prompt delivery of ordered items.

13.4. 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.2,50,000/-, 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.

| 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 T.N | Tamil Nadu (as TNPGL is in Tamil Nadu) | State other than T.N | Not Applicable |
| 3 | State other than T.N | Tamil Nadu (as TNPGL is in Tamil Nadu) | Tamil Nadu | (IGST TDS @ 2%) |

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.

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) Denial of ITC Claim:

Invoice is an essential document for TNPGL to avail Input Tax Credit(ITC). TNPGL cannot avail input tax credit from suppliers whose turnover exceeds Rs.10 Crores without an-e-invoice or-invoiced debit note or e-invoiced credit note. Now as per the advisory, suppliers having annual turnover of Rs.100 Crores and above, the e-invoice has to be created within 7 days of issue of Invoice/Credit Note/Debit Note.

g) 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.

h) Since NCTPS-I is covered under the ESI & EPF act, the supplier who desire to take up supply & erection works contracts for and inside the premises of NCTPS-I is requested to comply with all the relevant provisions stipulated in the EPF,ESI& MP Act.(wherever applicable).

13.5. GSTIN NO., PERMANENT ACCOUNT NUMBER & OTHER STATUTORY CHARGES:

GST REGISTRATION: TNPGL opts to purchase goods and services only from the GST registered person. Hence, GSTIN No. and Account code of service should be furnished in their tender. Attested copy of certificate of provisional registration should be enclosed.

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

PAN No.: The Tenderer shall furnish the Permanent Account No. issued by Income Tax Department in their tender. Attested copy of evidence should be enclosed.

Note:

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'.

14.0 Provision of IT Clause (194 Q) of IT Act:

In view of the instruction of Sec 194Q,206AB and 206CCA by the Finance Act 2021 from 1st July 2021, the following clauses are added in the tender specification:-

"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 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 the PAN to TNPGCL for making the payment. In case the suppliers do not have PAN, TNPGCL is required to deduct tax at 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 year in which TDS is required to be deducted and the time limit for filing of Income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

The Provision 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 TNPGCL 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 for purchase of 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 194W. On the other charges i.e., erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply

The above provision comes into effect from 01.07.2021 onwards and hence no TCS under section 206C (1H) has to be paid by TNPGCL on purchase of goods. Accordingly, TNPGCL will deduct TDS under section 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 vendor to submit the declaration format in Schedule -I to determine the applicability of TDS rate u/s 206AB.

15.0. TENDER AND AGREEMENT:

a) The fact of the submission to the TNPGCL of tender shall be deemed to constitute an agreement between the tenderer and the TNPGCL where by such tender shall remain open for acceptance by the TNPGCL. If the tenderer be notified that his tender is accepted by the TNPGCL, he shall be bound by the terms of the agreement constituted by the tender and such acceptance thereof by TNPGCL, until a formal contract of the same tender has been executed between him and the TNPGCL in replacement of such agreement the stamp duty payable to this agreement shall be borne by the successful tenderer.

b) The written agreement to be entered into between the contractor and the TNPGCL on **non-judicial stamp paper of Rs. 200.00** in the standard form the (cost of stamp paper being borne by the successful tenderer) shall be the foundation regarding the rights of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the TNPGCL. Failure to enter into the required agreement within the prescribed time limit shall be entitled for forfeiture of the EMD paid by him.

c) This security deposit together with the Earnest Money and the amount with held according to clause (68) of standard preliminary specification of Tamil Nadu detailed standard specification shall retained as security for the due fulfilment of contract. While the contractor makes cash security deposit he shall follow the procedure laid down in the payment of Earnest money and such deposit will not bear any interest.

d) The security Deposit is refundable after satisfactory completion of contract, failure to enter into the required agreement or to make the security deposit as defined shall entail forfeiture of the earnest money deposited by him.

e) The security deposit shall be retained as security for the due fulfilment of the contract and this amount will not bear any interest. The security deposit may be paid in **electronic mode of payment or DD or Bankers Cheque or where the competent authority deems fit irrevocable BG** mentioning the specification Number. to the Financial Controller/NCTPS-I/Chennai – 120.

f) Upon complete fulfilment of the contract by the contractor to the full satisfaction of the department or any officer duly authorized by them, the SD collected shall be returned to him after the final bill is paid less the amount due by the contractor, if any as per the tender conditions and terms of standard specification of Tamil Nadu public works department.

16.0. PERMANENT ACCOUNT NUMBER (PAN):

The tenderer should quote their Income Tax department Permanent Account Number in their tender documents and enclosed attested copies of evidence.

17.0. SCHEDULE OF QUANTITIES:

22.1. Only one schedule of quantities is enclosed to this tender specification. It shall be definitely understood that the TNPGL does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alterations omission, deductions additions at the discretion of the Superintending Engineer (or as set-forth) in the condition of the contract. The tenderers will, however, quote his tender on this schedule of quantities. He should quote specific rate for each items in the schedule and the rates should be written both in figures.

22.2. The quantities given are approximate only with view to enable the tenderers to quote their overall rate for each item of work in the tender schedule. The contractor will have no claim for any upward or down ward revision in quantities indicated in the schedule. The rates quoted should be FIRM till the tenure of contract.

22.3. The bid evaluation shall be done as per Tamilnadu Transparency in Tenders Act 1998 and Tamilnadu Transparency in Tender Rules 2000. **Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.**

22.4. The TNPGL or any Officer authorized by it, reserves the right to reject any or all the Tenders without assigning any reasons there for and also reserves the right to award the works to the contractor or split the work suitably and award the same to one or more contractor without assigning any reasons there for.

18.0. FURTHER INFORMATION:

If further necessary information is required, the Superintending Engineer/ Mechanical-I/ NCTPS-I/Chennai-120 will furnish such, but it must clearly be understood the tenders must be received in order and according to instructions.

19.0. RATES TO INCLUDE ALL INCIDENTAL ITEMS:

It will be deemed that the rates quoted by the tenderers are inclusive of all incidental items of work not necessarily mentioned in the schedule but are nevertheless essential for the contract and completed execution on the work.

20.0. FORCE MAJEURE:

a) If at any time during the continuance of this contract, the performance in whole or in any delegation under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy, acts of Civil commotion, strikes, lock outs, sabotages, fire, floods, explosions, epidemics, warranting restrictions or other acts of Nature (hereinafter referred to as eventualities), then provided notice of the happenings of any such eventuality is given by the TENDERER to the PURCHASER with 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate the contract nor shall have any claims for damages against the other in respect of such non-performance and deliveries under this contract shall be refunded as soon as practical after such eventuality has come to an end or exist.

b) Provided that if the performance in whole or part by the TENDERER or any obligation under this contract is prevented or delayed by reasons of any eventuality for period.

21.0 FAILURE TO EXECUTE THE CONTRACT:

The contractors failing to execute the order placed on them to the satisfaction of the TNPGL under the terms and conditions set-forth therein, will be liable to make good the loss sustained by the TNPGL 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.,

22.0 QUANTITIES:

The quantities mentioned in the Schedule 'A' of this specification is only tentative. The purchaser reserves the right to revise the quantities at the time of placing the orders, as per the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in tender rules 2000 and subsequent amendments thereof as applicable to this Tender.

23.0 JURISDICTION FOR LEGAL PROCEEDINGS:

No suit or any proceedings in regard to any matter arising in any aspect under this contract shall be instituted in any court save in the City Court at Chennai or the Court of Small causes at Chennai. It is agreed to that no other court shall have jurisdiction to entertain any suit proceedings, even though part of the cause of action might arise within their jurisdiction. In case of any part of the cause of action arises within the jurisdiction of any court of Tamil Nadu state and not in the Courts of Chennai city then it is agreed to between the parties that such suits or proceeding shall be instituted in 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 the action might arise within the jurisdiction of such courts.

24.0 BAR OF JURISDICTION:

Save as otherwise provided in this Specification no order passed or proceeding taken by any officer or competent authority shall be called in question in any court and no injunction shall be granted by any court in respect of any action taken by such officer or authority in pursuance of any power conferred by or under this specification.

25.0 ARBITRATION ACT NOT TO APPLY:

TNPGCL will not accept 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 provision of Arbitration Act 1940 or any other enactment in replacement thereof in the event of any dispute between the parties.

26.0 CONTRACT:

This will be K-2 Contract generally governed by the TNDSS of the Tamil Nadu Public works department. If there is any variation between the clauses stipulated in this specification and the TNDSS, the clauses stipulated in this specification will hold good.

27.0 RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:

In every cases in which provision is made for recovery of money from the contractor, TNPGCL shall be entitled to retain or deduct the amount there off from any money that may be due or become due to the contractor under these contract and or under other contract or contracts or any other account what so ever.

28.0 RIGHT TO DECIDE TENDER RESERVED:

It is to be expressly understood by the tenderers that TNPGCL or competent authority to decide the tender, shall have right to relax or waive any of the conditions stipulated in the specification whenever deemed necessary in the best interest of the TNPGCL for good and sufficient reason.

Also the TNPGCL reserves the right to reject all the tender or any tender or to split up the work without assigning any reasons therefore.

29.0. 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.

30.0 CONTRACT LABOUR REGULATIONS:

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

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

(i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

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

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

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

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

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

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

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

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

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

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

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

(a) Full particulars of the labourers who met with accident.

(b) Rate of Wages.

(c) Sex.

(d) Age.

(e) EPF UAN number

(f) ESI number

(g) Aadhaar number

(h) Nature of accident and cause of accident.

(i) Time and date of accident.

(j) Date and time when admitted in hospital.

(k) Date of discharge from the hospital.

(l) Period of treatment and result of treatment.

(m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

- (n) Claim required to be paid under Workmen's Compensation Act.
- (o) Date of payment of compensation.
- (p) Amount paid with details of the person to whom the same was paid.
- (q) Authority by whom the compensation was assessed.
- (r) Remarks.

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

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

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

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

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

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

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

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

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

31.0 Compliance of EPF & MP Act, 1952:

- (a) The Contractor who take up works contract for TNPCL/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 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.

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.

32.0 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.

33.0 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.

34.0 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.

35.0 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 TNPGCL/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 TNPGCL/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 TNPGCL/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 TNPGCL/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.

36.0 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 through digitally (i.e) paid directly to the bank account of the employee.

37.0 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.

38.0 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 |
|-------|-------|---------|-------------|-------|------------------|
|-------|-------|---------|-------------|-------|------------------|

(d) All the documents should duly signed with seal by the contractor.

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

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

(a) The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.

(b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.

(c) The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006.

New Forms:

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

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

FORM III Form of Certificate by Principal Employer (under CLRA and ISMW Rules)

FORM IV Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)

FORM V Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)

FORM VI Licence and Renewal (under CLRA and ISMW Rules)

FORM VII Notice of commencement/ completion of work (under CLRA and BOCW Rules)

FORM VIII Service Certificate (under 3 Rules)

FORM IX Certificate of Medical Examination (under BOCW Rules)

FORM X Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)

FORM XI Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)

FORM XII Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

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

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

SECTION –VI
GENERAL CONDITIONS

1.0. SUBLETTING:

The contract is not transferable. No part of the contract shall be sublet without prior approval of the Superintending Engineer/Mechanical-I/NCTPS-1/Chennai-120 nor shall transfer be made by power of attorney authorizing other, to receive payment on contractor's behalf.

2.0. LIABILITY FOR ACCIDENT TO PERSONS:

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

On the occurrence of an accident which result in the death of the workmen employed by the contractor or which is due to the contract work and so serious as to be likely to result in the death of any such workmen the contractor shall within 24 Hrs. of happening of such accident intimate in writing to the concerned Engineer and such officer required by the provision of workmen's compensation act the fact of such accident. The contractor shall indemnify the TNPGL resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by the TNPGL as a consequence, of the TNPGL failure to give notice under the provision of the said act in regard to such accident.

In the event of any claim being made or action brought against the purchaser involving the contractor and arising out of the matters referred to an in respect of which the contractor conduct all negotiations for the settlement of the same or any litigation that may arise therefrom. In such cases the purchaser shall at the expenses of the contractor afford all available assistance for any such purpose.

In the event of accident in respect of which compensation may become payable under workmen's compensation act III of 1923 and any subsequent amendment thereof whether by the contractor or by the TNPGL, as principal, it shall be lawful for the Engineer to retain in out of moneys due and payable to the contractor such sum or some of money as may, in the opinion of the said Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under clause and will not subject to any arbitration.

2.1. Liability for damage or loss to third party including inspection of officers due to act of the contractor or his plant or sub-contractor connected with the execution of this contact shall be fully borne by the contractor. The contractor shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the workmen compensation act. All cases of accidents or injuries shall be reported to the Engineer with all workmen's compensation act.

2.2. The contractor should report above all accidents within 24 hrs. to the Engineer of the TNPGL in the preliminary accident form. He should furnish other particulars such as medical certificates, wages particulars, witness certificates, proof of having paid the compensation fixed by the TNPGL etc. in due course without delay.

3.0 LIABILITY FOR DAMAGE TO WORKS OR PLANTS:

The contractor shall during the progress of the work, properly cover up and protect the work and plant from injury by exposure to the weather and shall take every reasonable proper timely and useful precaution against accident or injury to the same, from any cause and shall be and remain answerable and liable for all accidents of injuries there to which until the same, of occasioned by the acts or commissions or the contractor or his workmen or his sub-contractor and all the losses and damages to the works or plant arising from such accident or injuries as aforesaid shall be made good in the most complete and sub-spatial manner by the and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer should such loss or damage happen to units or works or plant or materials falling outside the scope of this contract and due to the contract, these shall be replaced or compensated for by the contractor to the satisfaction of the Engineer.

4.0. SUSPENSION OF WORK:

The Engineer may from time to time by direction in writing for any valid reasons, without in any way violating this contract, direct the contractor to suspend the work or any part thereof, at such time to time and so far so long as the Engineer may deem desirable and the contractor, shall not after receiving such written notice proceed with the works there in ordered to be suspended until he shall have received written notice or authority to the effect from the Engineer. The contractor shall not be entitled to claim from the purchaser any compensation for any loss or damage sustained by him by reasons of the suspension of works as afore said.

5.0.SUNDAY WORK: No work of any description shall be carried out on Sunday and other important national holidays without the knowledge & formal sanction in writing of the Engineer.

6.0 INSPECTION OF WORK:

6.1. The Engineer or his duly authorized agent shall have at all times full power to inspect the work wherever in progress on the site, on the contractor premises or at the premises wherever situated of any firm or company where work in connection may be in hand. All records registers or documents resulting the works including materials used on works shall be kept open to the inspection of the purchaser or his authorized representative when so called for in writing.

6.2. Contractor has to supply safety helmets, gloves & shoes as per the safety norms to the workmen employed in his contract.

7.0 CLEARING OF THE SITE:

Upon completion of the work the contractor should remove the debris from the vicinity of the work all plant and other materials belonging to him or used by his directions during execution and in the event of failure to do so, the same will be removed by the purchaser and relevant expenditure recovered from the contractor.

8.0. Powers to Terminate the Contract:

In the event of non-performance and lack of diligence, the contract will be terminated and the SD will be forfeited. In that circumstances, the corporation deserves the right, to arrange for some other agency for the execution of this contract.

9.0. Royalties For Patents:

All royalties for patents or charges for the use of infringements thereof that may be involved in the construction or use of any equipment's or appliance to be supplied against this specification are included in the above prices. The contractor shall protect the purchase 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 contractor other than for the purpose indicated by or reasonably to be inferred from the specification.

10.0 ADVANCE PAYMENT:

No advance payment will be given. Tenders insisting on advance payment are liable for rejection.

11.0 POTENTIALLY SICK UNIT:

The Tenderer may clearly indicate in their offer whether the company is a potentially sick industrial company or a sick industrial company in terms of Sec.23 or Sec.15 of sick industrial company's special provision Act 1985. Failure to supply this information will make the Tender liable for rejection.

12.0 APPEAL:

Any Tenderer aggrieved by the order passed by the Tender accepting authority under Sec.10 of the Tamil Nadu Transparency in Tender Act 1998 may appeal to the Government within Ten days from the date of receipt of the order.

13.0 TENDERDOCUMENT:

"All the intendinge-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 addition to blacklisting them for future tenders/contracts in TNP GCL" and also cancelling the award of contract issued to them.

14.0 IMPORTANT NOTE:

The tenderers shall fill up the Schedules enclosed with the specification and furnish them along with the tender, failing which the tender is liable for rejection.

Please note that NO ALTERNATE OFFER WILL BE ACCEPTED

15.0 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.

(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.

16.0 SPECIAL CONDITIONS TO EXECUTE THE WORK FOR TNPGL & TANTRANSCO:

The Contractor should provide the following:

- a. The contractor shall submit painting Quality control approved by CECRI shall inspect the furnish each CECRI and certificate after completion of work.
- b. The contractor should provide the **specified number of manpower to execute the work** with the required qualification and experience. The bills will be processed accordingly.
- c. The contractor has to quote the rate, considering all the Statutory Obligations to be complied with in respect of workmen to be engaged for the works contract/ service contract. The base price will be fixed for the Tender accordingly.
- d. The contractor has to quote considering the base price and **has to submit the breakup details of the Statutory Components for the proposed number of workmen to be engaged for the works contract/ service contract to be executed as in Annexure–VIIwhile quoting the rate for the tenders.**
- e. If more than one tenderer quote the same rate, the tender will be finalized in accordance to the procedures prescribed in the Tender Transparency Act. **The contracts without the breakup details of the Statutory Compliances will not be considered for evaluation and the same will be summarily rejected.**
- f. In case of any increase in minimum wages (as per the PWD Schedule Rates of Wages/ Minimum Wages Act), the same along with consequential statutory benefits shall be reimbursed on production of documentary evidence.
- g. Necessary approval has to be accorded by the competent authority for the face value enhancement due to the increase in statutory liabilities.

17.0. OTHER CONDITIONS

- i. All tools & tackles such as welding generator, gas cutting set, chain blocks, etc. required for the work should be brought by the contractor. The contractor should ensure for healthiness/working conditions of tools & tackles. Only special tools and plants such as EOT crane shall be availed at free of cost, if feasible.
- ii. Oxygen & DA gas, MS welding electrodes, Gouging, Cutting electrodes and all other miscellaneous consumables required for the work should be brought by the contractor. However, the consumables which go with the equipment shall be supplied by the TNPGCL at free of cost.
- iii. Chain blocks, Wire ropes, slings and shackles whenever supplied or used by the contractor shall be got approved by the Engineer of the TNPGCL at site before they are actually used on the works.
- iv. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
- v. The CONTRACTOR shall supply all information regarding supplying of materials and progress of work, as is required by the ENGINEER for compiling the daily progress reports.
- vi. Contractor shall submit following documents to the Engineer-in-charge for verification purpose of the bill:
 - (a) Copy of invoices, in pass for the materials and the Tools and plants brought and used for this work.
 - (b) Copy of receipt for the board materials
- vii. If any equipment or part are found damaged due to negligent / faulty maintenance the equipment cost of such damages shall be recovered from the contractor's monthly bill/retention money/security deposit.
- viii. The contractor has to shift spares, lubricant etc in required quantity duly approved by TNPGCL engineer whenever necessary from TNPGCL store / warehouse to site or site store as per the instruction of engineer in charge. Contractor has to arrange transportation for above. The cost of transportation will be on contractor's account. The contractor is responsible for safe transportation, handling and storage of board materials.
- ix. In case of breakdown of equipment, the contractor should work round the clock for putting back the equipment in service immediately within minimum time. In case of any emergency arising during night hours/Sunday/PH the contractor should be in a position to mobilize the manpower immediately within minimum time.
- x. All new replacements either spare parts or any other shall be inspected and approved by TNPGCL engineer in charge before its actual use in work.
- xi. It is the contractors responsibility to ensure without failure Immediately after completion of maintenance job, that the work area has to be cleaned by removing all the tools, scrap, cotton waste, oil, grease etc.,
- xii. In the event of the contractor's labour resorting to strike or the contractor reporting to look out the TNPGCL shall have the right to go ahead with the work employing its own labour or through other agencies or both and the cost incurred thereon by the TNPGCL shall be deducted from the contractors bill, etc.
- xiii. All such works, which are required to be done for the satisfactory completion or commissioning or running of the equipments though not specifically mentioned above have to be done by the contractor at no extra cost. The decision on such works shall rest with the Engineer-in charge and also with Superintending Engineer/ Mechanical-I/NCTPS-I.
- xiv. If the progress of work is not satisfactory, the undersigned reserves the right to entrust the whole or part of the balance work to any other contractor after intimating the contractor in writing.
- xv. Electricity, Water and air shall be supplied by the TNPGCL at free of cost and the contractor should make his own arrangement to tap it from the nearest point. Necessary main switch TNPGCL,s and other arrangement should be done by the contractor at his cost and supply shall be provided to his main TNPGCL,s from the nearest supply point. Only 24 V hand lamp should be used for internal works.

- xvi. The contractor should be the custodian of all the portable fire extinguishers and other major T&P handed over to him and any other minor equipment which are likely to be easily dismantled and taken away.
- xvii. As per the safety regulations, LPG should never be used in place of DA Gas. If LPG usage has been found, the awarded work will be suspended and penalty of Rs. 500/- will be recovered from the contractors bill and the contract is liable for cancellation.
- xviii. For lighting up gas cutting torches, the contractor should use only gas lighter and should not use unscientific methods or rope burning or wood burning or welding arc method.
- xix. On no account TNPGLC employee shall be engaged by the contractor.
- xx. Whenever the contractor does not commence the work as agreed the Earnest Money Deposit/Security Deposit paid by the Contractor shall be forfeited in terms of the contract and his/their name will be black listed after due notice. In addition the difference on prices Agreed to by the failed contractors and the higher rate at which the works are to be entrusted with others, because of the failure of the ordered contractors shall be recovered from the failed contractors on any of his/their pending bills.
- xxi. For taking out materials from North Chennai Thermal Power Station-I and vice versa, all the transaction should be done through NCTPS-I Stores. In respect of reconditioning / repairs/fabrication works, after furnishing necessary indemnity bond for the value of materials.
- xxii. The workmen deployed for the works shall have no lien or claim permanency for the works they are engaged for.
- xxiii. The contract will be terminated at any time due to Administrative reasons and according to site condition without prior notice.
- xxiv. The contractor should mobilize himself well in advance and start the work immediately and complete the specified works satisfactorily within the stipulated period.
- xxv. The contractor or his authorized supervisor / representative should available at site throughout the period of work. The contractor should intimate the name of representative before commencing the work.
- xxvi. Separate work force should be engaged by the contractor and the work should be completed as per the target fixed by engaged workmen round the clock for each/ equipment and as per the direction of the TNPGLC Engineer in charge.
- xxvii. The contractor should engage only skilled and experienced workmen.
- xxviii. The Executive Engineer will turn down any person who is unfit for the work.
- xxix. There should not be any hindrance to other departmental/ contractor workers working nearby.
- xxx. Drawl of materials from central stores / sub stores and devolution of materials to central stores / sub stores should be done by the contractor.
- xxxi. The contract workman should have entry pass or token pass with him while he is inside the Power House.
- xxxii. Identity cards to the contract workers which have to be issued by the respective contractors.
- xxxiii. All the scrap/waste oil generated should be disposed off to the scrape yard or any other designated place as instructed by Engineer in Charge.
- xxxiv. Insulation scrap materials like glass wool, ceramic wool etc. should be collected in gunny bags with proper care and then disposed it at suitable location as per the instruction of engineer in charge.

Sd/-
CHIEF ENGINEER/N.C.T.P.S.-I
CHENNAI-120

SCHEDULE-A
PRICE SCHEDULE

DOWNLOAD THE BOQ (EXCEL SHEET), QUOTE THE PRICE & UPLOAD

SPECIFICATION NO.CE/NCTPS-I/SE/M.I/F. Specn. No.278/2025-26

Name of work: E-tender for NCTPS – I - SE/MI circle – AOH (25-26) - BM Dn. – Unit III – Providing of insulation for PA hot air duct and SA hot air duct APH outlet slope area of Flue gas duct A & B pass – Renewal / Rectification of overhauling work and relaying the insulation as original position of damaged insulation and its accessories including supply during annual overhaul for the year 2025-26

Period of work:

| Sl. No | Qty | Unit | Description | Basic rate | GST |
|---------------|------------|----------------|---|-----------------------------|------------|
| 1. | 1216 | M ² | Supply of insulation with cladding materials for flue gas duct: Materials for 1 M ² : 1) Insulation Wool of size 60 mm thick , Density : 150 Kg / M ³ as per : 8183:1993 ; 2) G.I. Sheet 0.63 mm thick of Galvanizing coating 120 gm / M ² , Class VIII as per IS 277 : 5.12 Kg / M ² ; 3) M.S Pin size 6 mm dia X 225 mm : 09 Nos / M ² ; 4) Retainer: 70 x 70 x 2 mm : 09 Nos / M ² , 5) GI casing support of size : 65 x 650 mm : 03 Nos / M ² including P&F, F&I, Unloading charges. | To be quoted on line | |
| 2. | 87 | M ² | Supply of MS 6 mm Rod for providing Mesh to fix outside on top of the duct to lay the insulation. Size: 100 mm X 100 mm X 6 mm, Material : IS 2062 | To be quoted on line | |
| 3. | 415 | M ² | Providing scaffolding for insulation work: Involves making scaffolding for insulation work in FG duct and dismantling the same after completion of work. Including hire charges for scaffolding pipes, consumables and T&P's. | To be quoted on line | |
| 4. | 954 | M ² | Removal of insulation & GI sheet: Involves Complete removal of insulated cladding sheet, insulated wool, gas cutting and removal of retainers and casing support etc. Devolting the scrap material to the stores other than wool including consumable & T&P's. | To be quoted on line | |
| 5. | 87 | M ² | Erection of fabricated MS Mesh for fixing outside on top of the duct to lay the insulation. Size: 100 mm X 100 mm X 6 mm , including consumable and T&P's. | To be quoted on line | |
| 6. | 1216 | M ² | Laying of Wool: Work involves complete cleaning, welding of pin:09 Nos., laying of wool mattress, welding of retainers:09 Nos., sewing the joint of mattress by GI wire, screwing the casing support:03 Nos. with retainer, wounding the GI binding wire across the retainer, including consumable such as GI wire, cutting gas, welding electrodes and T&P's. | To be quoted on line | |
| 7. | 1216 | M ² | Fixing of GI Sheet over the insulation wool: Work involves fabrication of new GI sheet, grooving, laying over the wool, including cost of self tap screw, sealing compound, consumables and T&P's etc., and transportation charges. | To be quoted on line | |

| | | | | |
|----|-----|----------------|--|----------------------|
| 8. | 954 | M ² | Clearing of released insulation wool from the works spot: Work involves collection of released waste wool, debris and other unwanted insulation materials from the work spot, gathered in one place and clear, transport for away from the site as per the instruction of Engineer in-charge, including vehicle hire charges, consumable & T&Ps etc., | To be quoted on line |
|----|-----|----------------|--|----------------------|

Note

1. The prices quoted shall be **FIRM & in Indian Rupees only** and as per the scope of work detailed in the Technical Specification Section.
2. The tenderers may inspect the site at NCTPS-I and quote as per technical specification.
3. This being a Works contract, the L1 tenderer will be decided for the total contract value, not for the individual items. (Evaluation will be done as whole event wise)

SIGNATURE:

NAME AND FULL ADDRESS:

DATE:

PLACE:

(SEAL)

SCHEDULE – B
DEVIATION FROM TECHNICAL SPECIFICATION

All technical deviations from the specification shall be filled in by the tenderer, clause wise, in the schedule.

| SL. NO. | SECTION NO. | CLAUSE NO. | DEVIATION |
|---------|-------------|------------|-----------|
| | | | |

The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification and the tender conforms to the specification in all other respects.

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

SCHEDULE – C

DEVIATION FROM COMMERCIAL TERMS

All deviations from the commercial terms shall be filled in by the tenderer, clause wise, in this schedule.

| SL. NO. | SECTION NO. | CLAUSE NO. | DEVIATION |
|---------|-------------|------------|-----------|
| | | | |

The tenderer hereby certifies that the above mentioned are the only deviations from the commercial terms and the tender conforms to the specification in all other respects.

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

SCHEDULE - D
TENDER ACCEPTANCE LETTER

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

To be given on Company Letter Head)

To,

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender/Work:

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

2. -----

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. 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 –E**QUESTIONNAIRE FORM****INSTRUCTIONS:**

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

| Sl. No. | PARTICULARS | Bidder's Response | |
|---------|--|-------------------|----------|
| 1. | Name & Address of the Firm / Company (a) Registered Office Address (b) Factory / Works address (c) Phone No. (d) Fax No. (e) E-mail Address (f) GSTIN No. (g) PAN No. | | |
| 2. | Name, Designation & Address of the person signing the tender | | |
| 3. | EARNEST MONEY DEPOSIT | | |
| | a) Whether EMD paid through Online mode to the Common pool account created by the Finance Department, Government of Tamil Nadu. | YES / NO | |
| | i) If Yes, Whether scanned copy of the E-receipt uploaded | YES / NO | |
| | b) If exempted (only for Tamil Nadu state), | YES / NO | |
| | i) State whether the bidder is Udyam Registration/PEMD holder | YES / NO | |
| | ii) Whether Reference of documentary evidence with necessary attestation towards exemption uploaded | YES / NO | |
| | iii) State the Validity Period of the Registration | YES / NO | |
| | iv) Whether Undertaking in a non-judicial Stamp paper for a value of Rs.500/- in lieu of EMD exemption uploaded | YES / NO | |
| | v) Whether copies of Chartered accountant certificate for Annual turnover and investment in plant & machinery to ensure the Status of Micro / Small Enterprises for extending exemption is uploaded | YES / NO | |
| 4. | BID QUALIFYING REQUIREMENTS | | |
| | i) whether required copies for satisfying BQR are uploaded | YES / NO | |
| | ii) Whether the above evidences are attested by Notary Public/Gazetted Officer | YES / NO | |
| 5. | VALIDITY | | |
| | Whether your offer is valid for a period of 180 days from the date of opening of Techno Commercial Cum Price Bid | YES / NO | |
| 6. | PRICE | | |
| | i) Whether the price quoted is FIRM for a period till completion of contract | YES / NO | |
| | ii) Whether the break ups for the quoted Unit Price have been mentioned in Schedule-A of the Specification | YES / NO | |
| | a) Individual rate for each item | YES / NO | |
| | iii) GST in % | CGST : SGST : | |
| | iv) HSN/Account Code of Service (SAC) | | |
| | Note: The above break-up details should be furnished clearly without any ambiguity failing which the offer is liable for rejection | | |
| 7. | In case if the Enterprise is owned by persons belonging to the Scheduled Castes or Scheduled Tribes and want to avail the purchase preference, then whether UDYAM Registration Certificate or any other valid registration certificate/proof as notified by the Government of India indicating the Enterprises owned by persons belonging to Scheduled Castes or Scheduled Tribes in respect of the items manufactured by them has been uploaded | | YES / NO |

| | | |
|------------|---|----------|
| 8. | PAN, EPF,ESI AND GSTIN | |
| | whether proof of PAN number uploaded | YES / NO |
| | whether proof of EPF number uploaded | YES / NO |
| | whether proof of ESI number uploaded | YES / NO |
| | whether proof of GSTIN number uploaded | YES / NO |
| 9. | COMMERCIAL TERMS (Section-V) | |
| | WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION IV OF TENDER SPECIFICATION | |
| | a) Payment terms (section-v,clause 7) | YES / NO |
| | b) Period of Contract (section-v,clause 9) | YES / NO |
| | c)Liquidated Damages (section-v,Clause 6) | YES / NO |
| | f) Security Deposit cum performance guarantee(section-v,clause5) | YES / NO |
| 10. | TENDER ACCEPTANCE LETTER | |
| | Whether Tender acceptance letter as per Schedule D - signed with company Seal on letter head and uploaded in the technical Bid | YES/NO |

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY

(Affix seal of the company)

UNDERTAKING

I, _____, Sole proprietor of M/s. _____, hereby state that the details given in the above questionnaire form are correct to the best of my knowledge and I agree to abide by all your tender terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY (Affix seal of the company)

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

To
The Chief Engineer,
North Chennai Thermal Power Station – I,
Tamil Nadu Power Generation Corporation Limited,
Chennai – 600 120, Tamil Nadu

Dear Sir,

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

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

In accordance with the Security cum Performance guarantee clause-5.0, 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 **3%** of the Contract value (All-inclusive price) of each and every indent issued during the contract period till the expiry of the Guarantee.

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

Yours faithfully,

| | | | |
|--------------|---|-------------|---|
| PLACE | : | SIGNATURE | : |
| DATE | : | DESIGNATION | : |
| COMPANY SEAL | : | COMPANY | : |

ANNEXURE-I

**FORMAT OF DECLARATION TO BE SUBMITTED BY THE L1 BIDDER DURING
NEGOTIATION**

**UNDERTAKING TOWARDS GST
(in non-judicial Rs.500/- stamp paper)**

THIS UNDERTAKING executed aton this..... day of

..... By M/s. a company registered under companies Act, 1956, having its registered office atherein-under called the "Tenderer" to and in favour of **TAMIL NADU POWER GENERATION CORPORATION LIMITED (TNPGL), GSTIN 33AAKCT7598K1ZI**, a subsidiary of TNEB Limited, formed on 1st November 2010 under section 131 of the Electricity Act of 2003 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI/ ELECTRICITY AVENUE, 144, ANNA SALAI, CHENNAI – 600 002 represented byhereinafter called the TNPGL.

WHEREAS the contract is for the works in terms of the **TENDER SPECIFICATION NO...../2023-24.**

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

We hereby declare and confirm that we are unregistered vendor under GST Act being turnover is less than Rs..... Lakhs (being threshold limit) per annum (for unregistered vendor the vendor has to submit an affidavit in the enclosed format).

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

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

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

Signature of bidder with Company Seal.

Note: Bidder may strike out the paragraph which is not applicable

ANNEXURE-II

BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

Rs.500/- Non-Judicial Stamped paper

THIS DEED OF GUARANTEE made this day of **TWO THOUSAND AND TWENTY THREE** by the bank of(here in after called 'the bank') to and in favour of TNPGL a body corporate incorporated under the Company's act 1956 having its office at NPKRR Maaligai,144 Anna Salai / Chennai – 2, represented by the Chief Engineer (herein after called 'the purchaser').

WHEREAS M/s. (herein after called ' the contractor') have by virtue of the contract entered into with the purchaser as per W.A.O. No..... dated, the agreed with the purchaser to supply In accordance with the terms and conditions contained therein.

AND WHEREAS in accordance with the terms of the contract the Contractor has to furnish a Bank Guarantee From 'a' nationalized bank for a sum of Rs.....(Rupeesonly) equivalent to **5%** of the contract value for the satisfactory performance of the materials in the said contract.

AND WHEREAS THE BANK has, at the request of the contractor, agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions contained in W.A.O.No..... dated or in the letter dated.

FOR THIS DEED WITNESS AS FOLLOWS

1) In consideration of the purchaser having agreed to accept the Bank guarantee from a nationalized Bank towards the satisfactory performance of the materials supplied for a sum equivalent to Rs.....(Rupees only) the Bank do hereby guarantee that if the materials supplied by the contractor fails in performance in accordance with the specifications and conditions of the contract as subsequently amended, the bank shall pay forth with merely on demand without any demur to the purchaser such amount or amounts, as the Bank may be called upon to pay by the purchaser.

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

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the materials supplied by the contractor has performed to the satisfaction of the purchaser in accordance with the terms of the contract and a certificate to that effect is issued by the purchaser.

2) The Bank further undertakes to indemnify the purchaser against any loss or damage that may be caused or suffered by the purchaser by reason of any breach of the terms and conditions in the said W.A.O.No. Dated.....

3) The guarantee here in contained shall remain in force will the terms and conditions of the W.A.O.No dated the have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after the

4) The Bank further agrees with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank here under) to vary any of the terms and conditions of the contract or to extend the time of performance by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said contractor and forbear or to enforce any of the

terms and conditions relating to the said contract and the Bank shall not be relieved of their liability by the reason of any such variations or extension being granted to the said contractor or by reason of any for bearing act or omission on the part of the purchaser of any indulgence by the purchaser to the said contractor or by any such matter or thing what-so-ever which under the law relating to sureties would but for these provision have the effect of so relieving the Bank.

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

The expressions 'Bank' 'Contractor' and 'the purchaser' herein before used shall include their respective successors and assigns.

IN WITNESS WHERE OF THIRU.....

Acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

Witnesses:

1.

2.

(Name and address in Block letters)

Signature with seal

ANNEXURE – III
INDEMNITY BOND
Rs.500/- Non-Judicial Stamped paper

THE DEED OF INDEMNITY EXECUTED at On this day of **Two thousand and Twenty Three** by a Registered Partnership Firm having its Registered Office.....

Hereinafter called the Contractor (which expression shall where the context so admits mean and include the Partners Agents, Legal Heirs, Executors, Administrators, Successors and Assigns)

TO AND IN FAVOUR OF THE **TAMIL NADU POWER GENERATION CORPORATION LIMITED (TNPGL)** a body Corporate incorporated under Companies Act 1956, having its Office at NPKRR MAALIGAI/ ELECTRICITY AVENUE, 144, ANNA SALAI, CHENNAI – 600 002 represented by its Chief Engineer/ North Chennai Thermal Power Station, Chennai – 120 hereinafter called the TNPGL (which expression shall where the context to admits mean and include its successors in office and assigns).

WHEREAS, in accordance with Clause – 13 of the Purchase Order No..... the contractor has to furnish an Indemnity Bond to the value of Rs..... (Rupees..... only) for safe custody of the power at their works by the contractor for any modification.

AND WHEREAS in consideration of the above agreement, the contractor has agreed to Indemnify the TNPGL and to make good any loss, costs, damages and expenses which the TNPGL may incur and to make good any sum that may be found to be and become payable to the TNPGL in case the not returned by the contractor duly reconditioned in terms of the said contract.

NOW THIS BOND OF INDEMNITY WITNESSES that in pursuance of the said agreement, the contractor hereby both convenient with the TNPGL that in pursuance of the said agreement the contractor has agreed to Indemnify the TNPGL against any damage to the of the TNPGL and to pay immediately a sum of Rs..... (Rupees..... only) being the value of the without any demur to the TNPGL and to make good any loss, acts damages and expenses with the TNPGL may incur and to make good any sum that may be found to be and become payable to the TNPGL by the contractor in case the aforesaid contract is not completed in accordance with the terms of the said contract.

NOW THE CONDITIONS OF THE ABOVE WRITTEN Bond such that if the contractor shall duly and faithfully observed and perform the terms and conditions contained in the contract, then the above written bond shall be void, otherwise the same shall remain in full force.

IN WITNESS WHEREOF Thiru..... acting for
and on behalf of the contractor has signed this deed on the day, month and year herein first
mentioned.

**SIGNED & DELIVERED ON BEHALF
OF THE CONTRACTOR**

IN THE PRESENCE OF WITNESSES:

- 1)
- 2)

ACCEPTED FOR AND ON BEHALF OF THE TNPGLC IN THE PRESENCE OF WITNESSES:

- 1)
- 2)

ANNEXURE – IV
UNDERTAKING IN LIEU OF EMD

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

THE DEED OF UNDERTAKING EXECUTED AT ON THIS THE DAY OF TWO THOUSAND AND TWENTY 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 POWER GENERATION CORPORATION LIMITED (TNPGCL)**, a Body Corporate incorporated under Companies Act, having its Office at NCTPS-I, Chennai – 600120, herein called the "TNPGCL" (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 TNPGCL 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 TNPGCL in the event of non-fulfillment 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 TNPGCL of the above proposal, the Tenderer has agreed to pay to the TNPGCL 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 both conveant with the TNPGCL that in consideration of the "TNPGCL" waiving the condition of payment of EMD in cash in terms of the said Specification, the Tenderer has agreed to pay to the TNPGCL 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 observed 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 THIRU..... acting for
and on behalf of the Tenderer has signed this deed on the day, month and year herein before first
mentioned.

SIGNATURE

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY

IN THE PRESENCE OF WITNESSES:

1) Signature
Name & Address

2) Signature
Name & Address

ANNEXURE-V
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“) -----

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)

ANNEXURE – VI
UNDERTAKING FOR EPF & ESI

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

Nature of the work:

Order No:

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

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

Authorised Signatory

(Contractor)

With seal

ANNEXURE - VII**BREAKUP DETAILS OF THE STATUTORY COMPONENTS FOR THE PROPOSED NUMBER OF THE WORKMEN TO BE ENGAGED FOR THE WORKS CONTRACT/SERVICE CONTRACT**

| | | |
|-----|--|----------------------------|
| 1) | Name of the work | |
| 2) | Specification No. | |
| 3) | Minimum number of workmen proposed to be engaged to execute the works | |
| 4) | Minimum Wages (as per the PWD Schedule Rates of Wages/ Minimum Wages Act) | |
| 5) | Wages for weekly off relievers | |
| 6) | EPF 13% Employer Contribution | |
| 7) | ESI 3.25% Employer Contribution | |
| 8) | Eligible Bonus | |
| 9) | Gratuity | Applicable/ Not Applicable |
| | If applicable (amount in rupees) | |
| 10) | GST | |
| 11) | Expenses towards other Statutory Compliances, Safety appliances and other Amenities (should be less than 2%) | |
| 12) | Total Amount (per month) | |
| 13) | Total Amount (per year/period of contract) | |
| 14) | Over heads including profit portion | |

Authorized Signatory
(Contractor)
With seal

ANNEXURE - VIII

UNDERTAKING FROM THE SOLE PROPRIETOR OF THE FIRM

(To be uploaded by the bidder been sole proprietor firm owned by any person belonging to a SC/ST)

Name of the sole Proprietor:

PAN NO:

Tender specification No.

I (Name of the sole proprietor) hereby state that the social category of enterprise (i.e. M/s.) Specified in Udyam registration certificate vide Udyam registration No. dated. uploaded with the bid remains unchanged till date.

Signatory of the proprietor
(With name & seal)

Date:

Place:

ANNEXURE - IX

CERTIFICATE TO BE FURNISHED BY CHARTERED ACCOUNTANT

(In case of bidder been partnership firm owned by not less than three-fourths of the partners belonging to a SC/ST)

Tender Specification No.

This is to certify that M/s. (firm's name) been partnership firm is owned by not less than three-fourths of the partners belonging to a SC/ST as on this date.

The social category of the partnership firm (i.e. M/s.) specified in Udyam registration certificate consequent of been registered in Udyam portal vide Udyam registration No. remains unchanged till date.

(With name, membership No.& seal)

Signatory of the Chartered Accountant

Date:

Place:

ANNEXURE - X

Certificate to be furnished by Practicing Company Secretary

(In case of bidder been company with more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes)

Tender specification No.

This is to certify that in M/s. (Company's name), persons belonging to the Scheduled Castes or Scheduled Tribes are having more than fifty per cent of the ordinary shareholdings and the control of the company, as defined in section 2 (27) of the Companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes. This is duly confirmed for the purpose of submission of bid against the provisions of tender specification No.

Signatory of the Company Secretary
(With name, membership No.& seal)

Date:

Place: