

TAMIL NADU POWER GENERATION CORPORATION LIMITED
(TNPGCL)

METTUR THERMAL POWER STATION-II

Name of the Work: MTPS-II (1x600MW) – Mech-II circle – CHP-II Division – Supply, Erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing (in service) in Stacker-cum-Reclaimer-I, including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc.,

THROUGH E-TENDERING

(Through NIC Platform)

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT. No.17/2025 -2026.

OPENING DUE ON 13.01.2026
OPEN TENDER / TWO PART SYSTEM

OFFICE OF THE CHIEF ENGINEER
METTUR THERMAL POWER STATION -II
METTUR DAM - 636406
TAMIL NADU.

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

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

Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify for opening of price bid. In this document the terms "bidders" and "vendors" mean one and the same.

The bidders are required to submit soft copies of their bids electronically on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, prepare their bids in accordance with the requirements and submitting their bids online on the TAMILNADU GOVERNMENT E PROCUREMENT Portal. More useful information for submitting online bids on the TAMILNADU E GOVERNMENT PROCUREMENT Portal may be obtained at: <https://tntenders.gov.in>

A.REGISTRATION:

Bidders are required to enroll on the e-Procurement module of the Tamil Nadu Government E procurement Portal (URL: <https://tntenders.gov.in>)

- 1 By clicking on the link "Online bidder Enrollment" on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal which is free of charge.
- 2 As part of the enrolment process, the bidders will be 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 would be used for any communication from the TAMILNADU E PROCUREMENT Portal.
- 4 Upon enrolment, the bidders will be 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 DSCs to others which may lead to misuse.
- 6 Bidder then should log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

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B. SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built-in in the TAMILNADU GOVERNMENT E-PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E - PROCUREMENT Portal.
- 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 TAMILNADU GOVERNMENT E-PROCUREMENT Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender documents.
- 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.

C. PREPARATION OF BIDS:

- 1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2 Bidder should go through 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 / schedule 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.

One hardcopy of the electronically submitted bid documents along with original bond/NJS wherever applicable shall have to be Submitted to the SE/ M-II/MTPS-II within three days after opening of the E-tender.

- 4 To avoid the time and effort required in uploading the same set of standard

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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.

However, applicable BOR evidences must be submitted as per Tender Specification.

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

D. ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit online the requirements under qualification criteria and technical documents required and SCHEDULE OF PRICE/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 acknowledgment of bid submission.

E. PROCEDURE FOR SUBMISSION OF BIDS:

- 1) Bidder should log- in to 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 tender fee / EMD as applicable and enter details of the instrument.
 - i. The online payment Gateway has been enabled for TNPGCL in TN Tenders portal (www.tntenders.gov.in). The payments for the tenders like EMD will be carried out by the Bidders only through online payment mode.
 - ii. 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.
 - iii. If submitting EMD as BG/ PEMD/ Udayam (SSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.

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- iv. The bidder has to submit the tender document online well in advance before the Prescribed time to avoid any delay or problem during the submission process. If there is any delay, due to other issues, bidder only is responsible.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. 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 bidder's 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 bid 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) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) In all cases, bidder should use their own ID and Password along with Digital

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Signature certificate at the time of submission of their bid.

- 12) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- 13) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 14) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
- 15) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 16) TNPGCL reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
- 17) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 18) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- 19) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.
- 20) No deviation to the technical and commercial terms & conditions are allowed.
- 21) One hard copy of the electronically submitted bid documents excepting the price schedule shall have to be submitted upon intimation by TNPGCL after opening of the e-tender.
- 22) 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

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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

23) 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

F. ASSISTANCE TO BIDDERS:

- 1) 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.
- 2) Any queries relating to the process of online bid submission or queries relating to TAMIL NADU GOVERNMENT E PROCUREMENT Portal in general may be directed to the 24x7 TAMIL NADU GOVERNMENT E PROCUREMENT Portal Help desk.

G. LATE SUBMISSION OF BID:

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

H: 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. Any such requests / communications will not be considered.

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NOTICE INVITING TENDER

1	Tender Specification No.	SPECN NO:CE/MTPS-II/SE/M-II/CHP-II/OT. No.17/2025-26.
2	Name of Work	MTPS-II (1x600MW) – Mech-II circle – CHP-II Division – Supply, Erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing (in service) in Stacker-cum-Reclaimer-I, including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc.,
3	Quantity	As per Schedule. (Technical Specification for the Procurement, erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing in SCR-I of CHP-II in MTPS- II as per SECTION VI enclosed)
4	Method of Tender	Open E-Tender System /TWO Part System (Online submission of Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: https://www.tntenders.gov.in of NIC.
5	a) Earnest Money Deposit (EMD)	Rs. 3,54,000/- (Rupees Three Lakhs and Fifty Four Thousand Only) to the Common Pool Account in the Portal (M/s.New tender portal of GOTN is integrated with SBI Payment Gateway services for online collection of Tender Fee and EMD and automatic refund & settlement of EMD Any other transaction made to TNPGL will not be accepted. Scanned copy of the E-receipt duly reflecting the UTR Number (or) E-Proc Reference Number (or) Bank Reference Number shall be uploaded
	b) PERMANENT Earnest Money Deposit (PEMD) i) Rs. 20,00,000/- ii) Rs. 40,00,000/- iii) Rs. 1,00,00,000/-	Permanent EMD Holders of Rs.20 Lakhs and above at TNPGL HQs can participate in this tender without paying separate EMD Tender Value Up to Rs. 10,00,00,000/- Up to Rs. 50,00,00,000/- All Tenders without monetary limit.
6	URL for online bid submission for e-tender	https://www.tntenders.gov.in
7.	Pre-bid meeting date	There will not be any pre bid meeting. The bidder may inspect the site immediately and get clarified in person,

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8.	Last date for submission of EMD	12.01.2026 before 12.00 Hr.
9.	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	12.01.2026 up to 14.00 Hr.
10.	Date & time of opening of tender electronically	13.01.2026 @ 15:00 Hr.
11.	Specification at website	The tender specification will be posted in (i) TNPGL website (www.tangedco.gov.in) (ii) NIC: https://www.tntenders.gov.in/ The Prospective bidders may download the same.
12.	Documents to be uploaded by the Tenderers during e-submission	Schedules "A" to "L" and other documents whichever is applicable.
13.	Clarification to be sought for from	Superintending Engineer/Mechanical-II Mettur Thermal Power Station II Mettur Dam-636 406.
14.	Place at which tenders will be opened	Office of the Superintending Engineer/Mechanical-II Mettur Thermal Power Station II Mettur Dam-636 406.

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.

Sd/- dt.31.12.2025

Chief Engineer,
Mettur Thermal Power Station II
Mettur Dam – 636 406.

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TAMIL NADU POWER GENERATION CORPORATION LIMITED

METTUR THERMAL POWER STATION – II

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SECTION	DESCRIPTION
SECTION I	EARNEST MONEY DEPOSIT
SECTION II	BID QUALIFICATION REQUIREMENTS
SECTION III	REJECTION OF TENDERS
SECTION IV	INSTRUCTION TO TENDERERS
SECTION V	COMMERCIAL
SECTION VI	TECHNICAL SPECIFICATION
SECTION VII	STATUTORY COMPLIANCES
SECTION VIII	FORMATS
Schedule A	PRICE BID
Schedule B	B1 - SCHEDULE OF WORK AND DELIVERY PERIOD
Schedule C	C1 - DEVIATION FROM TECHNICAL SPECN
	C2 - DEVIATION FROM COMMERCIAL TERMS
Schedule D	STATEMENT OF WORK ORDERS EXECUTED/ UNDER EXECUTION DURING THE PAST FIFTEEN YEARS AS ON THE DATE OF TENDER OPENING
Schedule E	DECLARATION FORM
Schedule F	UNDERTAKING FOR PAYMENT OF DUES TO TNPGL
Schedule G	ELECTRONIC FUND TRANSFER
Schedule H	UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS
Schedule I	(e-Tender) TENDER ACCEPTANCE LETTER
Schedule J	DECLARATION TO BE SUBMITTED BY THE L1 BIDDER
Schedule K	UNDERTAKING TO BE SUBMITTED BY L1 BIDDER TOWARDS ESI & EPF
Schedule L	DECLARATION PURSUANT TO THE SECTION 206AB
FORMAT-I	BANK GUARANTEE FOR EMD
FORMAT-II	DRAFT UNDERTAKING IN LIEU OF PAYMENT OF EMD
ANNEXURE I	INDEMNITY BOND AND CERTIFICATE FOR EPF & ESI
ANNEXURE II	CERTIFICATE
ANNEXURE A	DECLARATION TOWARDS EPF & ESI REMITTANCE
	CHECK LIST
DRAWINGS	(i) Drawing No. 121.32.4000.000.41.1522(Slew ring) (ii) Drawing No. 121.32.4000.000.13(Drilling Plan for inner ring) (iii) drawing no. 1-0000-D-001970(Meshing Pinion)

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SECTION - I

:EARNEST MONEY DEPOSIT :

A.1 Tenderer should pay the specified amount towards Earnest Money Deposit as follows:

Earnest Money Deposit: Rs. 3,54,000/- (Rupees Three Lakhs and Fifty Four Thousand Only) to be paid through online payment Gateway mode.

- 1.1 Scanned copy of the E-receipt duly reflecting the EMD Transaction shall be uploaded.
- 1.2 If submitting Earnest Money Deposit as BG/PEMD/Udayam (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.
- 1.3 After confirming the EMD paid amount / Exemption uploaded, then only the system /Tender portal will allow to submit the technical and financial bids.

2.0. Mode of Payment:

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

3.0) Bank Guarantee (BG):

3.1). The EMD in the form of Bank Guarantee (BG) with one year validity is also acceptable. if the E.M.D is submitted in the form of B.G, the BG should be submitted in original to the Tender Inviting Authority well before the date & Time of tender opening with due acknowledgement. Otherwise, the tender shall be liable for rejection.

3.2). The Bank Guarantee towards EMD shall be in the form of an irrevocable Bank Guarantee on non-judicial stamp paper of value not less than Rs.500/-as per the proforma enclosed as Format-I of this specification obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.

3.3). The scanned copy of the B.G shall be uploaded with the Bid. The copy of BG to be uploaded online during E-tendering. The original BG should be furnished to the SE/M-II /MTPS-II by 3 days prior to the date of tender opening.

3.4). The Bank Guarantee for EMD shall be valid for one year.

3.5). The e-receipt of payment of EMD through online payment in the Government portal 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.

3.6) PERMANENT EARNEST MONEY DEPOSIT

The Permanent EMD holders of Rs.20 Lakhs or above at TNPGL Headquarters/ Mettur Thermal Power Station-II on or after 03.12.2021 can participate in this tender without paying separate EMD.

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

**PERMANENT EARNEST MONEY DEPOSIT SCHEME OF THE TAMIL NADU POWER
GENERATION CORPORATION LIMITED (TNPGL) IS OPERATED WITH THE FOLLOWING
CONDITIONS.**

1. THE DEPOSIT CANNOT BE WITHDRAWN BY THE TENDERERS WITHIN 3 YEARS FROM THE DATE OF DEPOSIT UNDER ANY CIRCUMSTANCES.
2. The deposit shall not carry any interest.
3. Sister concerns of the depositing firm are not entitled to quote on the basis of this EMD.
4. Quotation from the Branch Offices of the Depositor. Which are part and parcel of the firm, will however, be valid when quoted on the authority of this permanent earnest money deposit.
5. The Permanent Earnest Money Deposit will be in-operative once the depositor gives his application in writing for withdrawal of the deposit after the minimum period of 3 years.
6. The Permanent Earnest Money Deposit is susceptible of being forfeited in the circumstances enumerated in individual specifications.
7. The Permanent Earnest Money Deposit will be subject to forfeiture against any dues to the TNPGL from the Depositor.
8. The deposit is of a permanent nature and enables the depositor to quote against tenders floated by all the Tender Inviting Authorities of TNPGL. Hence, requests for withdrawal of the deposit AFTER THE MINIMUM PERIOD OF 3 YEARS can be complied with only after getting the clearance certificate from various offices of the Corporation. The depositors are therefore, advised that refund of deposit will take time and claims for interest for delay etc. will not be entertained.
9. Requests for refund should be made duly surrendering the original Cash receipt and registration certificate.
10. Any suit or legal proceedings arising under this Scheme shall not be instituted in any Court Save in the City Civil Court of Madras or the Court of Small Causes at Madras under any circumstances whatever, irrespective of the fact that cause of action might arise under the jurisdiction of some other court.
11. The amount of Permanent Earnest Money Deposit is subject to revision from time to time at the discretion of the Corporation.
12. Successful tenderers who had participated in the tenders upon PEMD will have to remit the full amount of Security Deposit required for individual contracts.

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Or (b) Permanent EMD	Tender Value
(I) Rs.20,00,000/-	Up to Rs.10,00,00,000/-
(II) Rs.40,00,000/-	Up to Rs.50,00,00,000/-
(III) Rs.1,00,00,000/-	All tenders exceeding Rs.50,00,00,000/-

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

Any other mode of payment of EMD other than online payment/BG/ Udayam (as mentioned in the specification) shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.

A.2 The Earnest Money Deposit specified above should be in the form of ONLINE for the above amount to the Common Pool Account in the Portal. (M/s.NIC Portal is integrated with SBI Payment Gateway services for online collection of Tender Fee and EMD and automatic refund & settlement of EMD or PEMD or Bank Guarantee. Any other transaction made to TNPGL will not be accepted. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded

A.3 The following categories of tenderers are exempted from payment of Earnest Money Deposit:

a) Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate' or any other valid registration certificate/proof as notified by the Government of India in respect of the items manufactured by them for participation in 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, the procuring entity may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors. Exemption of EMD will be

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permitted only if the registration pertains to the specific nature of work.

- b) Departments of the Government of Tamil Nadu.
- c) Undertakings and Corporations owned by the Government of Tamil Nadu.

NOTE:

- 1) An undertaking shall be furnished by the successful bidders that they would pay penalty an amount equivalent to Earnest Money Deposit/Security Deposit or an amount equal to the actual loss incurred TNPGCL whichever is less in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.
- 2) The SSI units located outside the State of Tamilnadu are NOT eligible for exemption from payment of EMD against Udyam Registration Certificate even though registered in Udyam Portal for tendered items.
- 3) The bidders who are exempted from payment of EMD shall furnish an undertaking in lieu of EMD on a non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred Only) to pay an equal amount to EMD in case of non-fulfillment of the conditions stipulated in the Tender Specification/ contract.

A.4 The bidders should upload the audited attested copy of Profit and loss Account/balance sheet along with proof for exemption for Payment of EMD in order to ensure the SSI status of the firm based on investment held in plant & machinery for extending exemption from paying EMD.

In case the investment held by them in plant and machinery as per their financial statement of account exceeds Rs. 5 Crores, the General Manager, District Industries Centre concerned will be requested to verify the MSME Status of the firm. Till the receipt of confirmation from General Manger / District Industries Centre concerned, the exemption from paying EMD for MSME shall not be extended.

A.5 The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application after

intimation is sent to him regarding the rejection of tender.

A.6 DOCUMENTS TO BE UPLOADED AS A PROOF OF ELIGIBILITY FOR EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT:

(For Micro, Small and Medium Enterprises located within the state of Tamil Nadu only)

- a) A copy of 'Udyam Registration Certificate' or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them
- b) 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 Five Hundred only) in the form as per FORMAT II
- c) The proof for Permanent EMD
- d) Certificate from Chartered Accountant for turnover value for the purpose of

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classification as per Notification No. S.O.2119 (E) Dt. 26.06.2020 of Government of India, Ministry of MSME

e) Certificate from Chartered Accountant for investment value in Plant and Machinery for the purpose of classification as per Notification No.S.O.2119 (E) Dt. 26.06.2020 of Government of India, Ministry of MSME

In the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, consequent to such breach of contract to the effect as penalty, an amount equivalent to EMD is to be paid.

A.7. Classification of Enterprises:

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

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

A.8. Calculation of Turnover:

In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification.

However, it is suggested to insist a certificate from Chartered Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover.

A.9. Calculation of Investment:

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

The investment value in Plant and Machinery for the purpose has to be certified by a

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Chartered accountant and the same is to be uploaded in the bid in case the bidder claims EMD exemption.

- 1) The Earnest Money Deposit will be refunded automatically to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender. i.e. after technical evaluation. The EMD of unsuccessful bidders will get refunded from the common pool account created by Finance Department, Government of Tamil Nadu.
- 2) The Earnest Money Deposit will be retained in the case of successful tenderer / tenderers and will not carry any interest. It will be dealt with as provided in the tender. When the tender is accepted, the tenderer whose tender is under consideration shall attend the office of the SE / Mechanical -II / MTPS II /Mettur Dam-6 on the date fixed by written intimation to him. If the tenderer fails to attend the office before the end of specified period, his tender will not be considered.

3) UDIN TO ENSURE THE GENUINENESS OF THE CERTIFICATE:

The UDIN is mandatory for every signature of full time practicing chartered accountant in phased manner for the following services:

1. All Certificates with effect from 1st February, 2019
2. GST and Income Tax Audit with effect from 1st February, 2019
3. All Audit and Assurance Functions with effect from 1st July, 2019

Therefore, UDIN is being made mandatory for all Audit and Assurance Functions like document and reports certified / issued by full time practicing chartered accountants from 1st July, 2019.

Hence, UDIN should be mentioned for the audited annual accounts, annual turnover certificate issued by Chartered Accountant to evidence annual turnover and in any report of Chartered Accountant insisted for other requirement so as to ensure the genuineness of the certificate/ report.

A.10 Conditions for Liable for rejection of bids:

- a) Tenders received without EMD or undertaking in lieu of exemption of EMD will be disqualified.
- b) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.
- c) Signature of witnesses should be affixed at the end of undertaking along with details of name and address.

A.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.

1. The e-receipt of payment of EMD through online to the NIC common Pool Account
2. The scanned copy of the Bank Guarantee in lieu of the EMD
3. The proof for PEMD with TNPGCL with an undertaking in lieu of EMD

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4. The proof of exemption of EMD with an undertaking in lieu of EMD and documents in support of investment held in plant and machinery

In addition to uploading the EMD documents as above, the original Bank Guarantee towards EMD as applicable shall be submitted at the office of SE/M-II/MTPS-II before the due date and time for opening of bids, failing which the offer will be SUMMARILY REJECTED

A.12 FORFEITURE OF EMD:

The Earnest Money Deposit made by Tenderer will be forfeited after e-tender opening if:

- a) he withdraws his tender or backs out after acceptance.
- b) he withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
- c) he violates any of the provisions of these regulations contained herein.
- d) he revises any of the terms quoted during the validity period.
- e) in the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNPGCL.
- f) If the successful tenderer fails to execute the order placed on them to the satisfaction of TNPGCL.
- g) In case of tenderers participating on the strength of exemption 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.
- h) In case of tenders 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

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

Required evidence for the following BQR conditions should be furnished along with the tender. Otherwise, the offer will be summarily rejected.

1. (a) The bidder should have previously carried out supply, erection and commissioning of slewing bearing/ slewing ring bearing/ slewing ring with external (or)internal gear teeth for Stacker/Reclaimer/Stacker Cum Reclaimer machine with rated capacity of 1000TPH or above in Coal Handling Plant in any of the Public sector undertaking / State Electricity Boards / any of the 210 MW or above capacity Thermal power stations / Power Projects /any ports of state or Central Government organisation in India in a single order of value not less than Rs. 88.50 Lakhs within a period of past twenty years as on the date of tender opening. The System should be in satisfactory operation for a minimum period of Two years as on the date of tender opening. The bidder shall upload Scanned originals/ attested copy of the Purchase order / Work order for the above. The date of Purchase order / Acceptance order will be reckoned for ascertaining the eligibility of the tender.

(OR)

- (b) The bidder should have previously carried out Design, supply, erection and commissioning of Stacker/Reclaimer/Stacker Cum Reclaimer machine with Rated capacity of 1000TPH or above in Coal Handling Plant in any of the Public sector undertaking / State Electricity Boards / any of the 210 MW or above capacity Thermal power stations / Power Projects /any ports of state or Central Government organisation in India in a single order of value not less than Rs. 88.50 Lakhs within a period of past twenty years as on the date of tender opening. The System should be in satisfactory operation for a minimum period of Two years as on the date of tender opening. The bidder shall upload Scanned originals/ attested copy of the Purchase order / Work order for the above. The date of Purchase order / Acceptance order will be reckoned for ascertaining the eligibility of the tender.
2. The bidder shall upload the Scanned original/ Attested Copy of the End User's certificate for the satisfactory performance for the above. In case the work was carried out in TNEB / TANGEDCO/ TNPGCL/TNGECL/TNPDCL/Joint Venture of TANGEDCO / TNPDCL, the End User's performance Certificate will be obtained by the Tender Inviting Authority. However in case of other organizations End user's Certificate should be obtained and uploaded by the bidder during E-Tendering.
3. The bidder should have an annual turnover of more than Rs.88.50 lakhs in any one of the last three financial years (i.e., 2022-23, 2023-24 & 2024-25) and shall upload any

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one of the following statements in support of Annual Turnover for all the three financial years 2022-23, 2023-24 & 2024-25.

- i) Scanned original/Attested Copy of Annual Audited Balance Sheet duly certified by a Chartered Accountant along with UDIN. (or)
- ii) Scanned original/Attested Copy of Turnover Statement duly certified by a Chartered Accountant along with UDIN.

Note:

The Documentary proof for the above BQR shall be uploaded with the tender online, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BQR criteria after tender opening, in the office of the Tender Inviting Authority.

Sd/- dt.31.12.2025

Chief Engineer,
Mettur Thermal Power Station II
Mettur Dam – 636 406.

SECTION – III

REJECTION OF TENDERS

3.1 Tenders will be SUMMARILY rejected if:

- a). The EMD requirements are not complied with.
- b). Received with EMD in any other mode of payment other than online payment/BG.
- c). Not accompanied by proof of PEMD or proof of exemption from payment of EMD/Undertaking agreement.
- d). If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
- e). The Bid Qualification Requirements as per Section-II of this Specification are not satisfied.
- f). If the UDIN is not mentioned for the audited annual accounts, annual turnover certificate issued by Chartered Accountant to evidence annual turnover and in any report of Chartered Accountant insisted for other requirements.

3.2 Tender is LIABLE to be rejected, if it is:

- a) Not covering the entire scope of work (Enclosed as supply of materials).
- b) If the declaration as specified in Schedule E & I is not signed and enclosed.
DECLARATION FORM, TENDER ACCEPTANCE LETTER (e-tender)
- c) With validity period less than that stipulated in this specification.
- d) Not in conformity with TNPGCL's Commercial terms and Technical Specifications
(Section V and VI)
- e) Received from a tenderer who is directly or indirectly connected with
Government service or Board Service or services of local authority.
- f) From any blacklisted Firm or Contractor.
- g) Received by Telex / Telegram / E-Mail/ Fax/Post.
- h) From a tenderer whose past performance / Vendor rating is not satisfactory
 - i) Not containing all required particulars as per Schedule A to L.
 - j) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
 - k) The offer of bidders who have not furnished the GSTIN Number in the offers.
 - l) Received after tender opening.
- m) Offers giving lumpsum price, without giving their breakup as per details
required in the Schedule-A PRICE BID
- n) Tender, which is incomplete, obscure or irregular
- o) Bidder should produce EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be uploaded or otherwise their tender will be liable for rejection.
(Implementation of EPF & Misc. Prov. Act 1952).

SECTION – IV

INSTRUCTION TO TENDERERS

4.1 THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998:

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

4.2 SCOPE OF WORK:

- 1) The Scope of work is for Supply, Erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing (in service) in Stacker-cum-Reclaimer-I, including supply of required consumable materials, iron-Reclaimer-I, including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc., (As per SECTION VI)

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

2) Vulnerability Atlas of India

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing.

4.3 SUBMISSION OF TENDER OFFER:

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

4.4 SUBMISSION OF TENDERS:

- 1) The Tender Offer consisting of Annexures and Formats detailed in the Specification should be filled up and signed by the tenderer or any person holding Power of Attorney authorizing him / her (Copy should be enclosed) to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be

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indicated.

- 2) In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him/her to do so, Certified copies of which shall be enclosed.
- 3) Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 4) The tenderer should furnish the GSTIN numbers in the offer.

4.5 Modifications/Clarifications to Tender Documents:

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

4.6 QUOTATION OF RATES:

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

4.7 PRINTED TERMS AND CONDITIONS IN TENDERS:

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

4.8 INCOMPLETE TENDERS:

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

4.9. AMBIGUITIES IN CONDITIONS OF TENDERS:

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

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

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

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

4.13. The Tenderers are requested to furnish the exact location of their factories with detailed postal address and Pin code, telephone, E-mail Id and Fax Nos. etc. in their tenders so as to arrange inspection by the TNPGL, if considered necessary.

4.14 DESTINATIONS WHERE MATERIALS ARE REQUIRED:

The prices quoted should be on FOR Destination basis for delivery at Central Stores /Mettur Thermal Power Station II/Mettur Dam.

4.15 TENDER OPENING (under Two-part system):

1) OPENING OF TENDER - COMMERCIAL & TECHNICAL BIDS:

The Tender offers except Price Bid (Schedule-A) will be opened electronically at 15:00 Hrs. on the date notified at the Office of the Superintending Engineer/ Mechanical-II / Mettur Thermal Power Station – II, Mettur Dam –636406 through <https://tntraders.gov.in>. Tenderers need not to visit MTPS-II office during tender opening, whereas tenderers can witness the tender opening event through their login.

- 2) If the last date set for submission of e-tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.
- 3) Opening of Price Bids: The Price Bids of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender

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will be opened electronically by the nominated members at the notified time and date.

4.16 INFORMATION REQUIRED AND CLARIFICATIONS:

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

4.17. EVALUATION AND COMPARISON OF THE TENDER OFFERS:

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

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- * The quoted price will be corrected for arithmetical errors.
In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.
- * The rate of CGST, SGST, and IGST as applicable shall be indicated in the offer along with HSN code.
- * The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + P&F+ Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.
- * Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.
- * The rates quoted by the eligible lowest tenderer in the open tender Rate Contract Scheme shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated with the L1 tenderer and the rate will be determined. All eligible bidders who accept the rate shall be enlisted.
- * The L1 bidder shall furnish the declaration (Schedule-J) 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 TNPGLC.

Note: The lowest tenderer will be arrived based on the total evaluated rate for both Supply and Erection charges.

4.18 VALIDITY:

- 1) The tender offer shall be kept valid for acceptance for a period of 180 days from the date of opening of offers. The offers with lower validity period are liable for rejection. Any delay in deciding the tender for administrative reasons should not be a plea for revising the rates originally offered in the tender.
- 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 TNPGLC.

4.19 RIGHTS OF THE TNPGLC:

- 1) **Rights to reject the tenders:**

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

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

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

Specification wherever deemed necessary in the best interest of the TNPGL for good and sufficient reasons.

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

4.20 DEVIATIONS:

Offers which conform to the Technical & Commercial specifications without deviations will be preferred. However the deviations, if any shall be indicated in the Schedules – C1 & C2 only. Any other deviations mentioned elsewhere other than the Schedules – C1 & C2 of deviations will be ignored and it will be construed that the offer is as per specification.

The Offers of the Tenderers with Deviations in Commercial terms and Technical Terms

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of the Tender Document are liable for rejection.

No alternate offer will be accepted.

TNPGCL reserves the right not to accept the lowest or any tender.

4.21 BAR OF JURISDICTION:

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

4.22 APPEAL:

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

4.23 TENDER DOCUMENT:

"All the intending e-tenderers are informed that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by such tenderers will be forfeited in addition to blacklisting them for future tenders/ contracts in TNPGCL" and also cancelling the award of contract issued to them."

4.24 PRE- BID MEETING :

There will not be any pre bid meeting. The bidder may inspect the site immediately and get clarified in person, due to time constraint.

4.25 VENDOR REGISTRATION :

In TNPGCL Vendor Registration has come into effect from 01.01.2021 as per TANGEDCO proceedings 311, dated 29.12.2020. The firms must register in the Online Vendor portal <https://tinyurl.com/ERP-ADD-VENDOR> for Vendor Registration.

4.26 NEGOTIATION:

Negotiation will be carried out with the L1 tenderer after finalizing eligible tenders.

When more than one bidder have quoted same value during bid submission, the bidders are allowed for resubmission of financial bid within the due date and time for the evaluation of L1 Bidder.

The L1 bidder has been given time slot for resubmission of Financial Bid (Negotiation) through online within the due date and time provided.

4.27 VENDOR RATING:

TNPGCL will verify the vendor rating of the bidders from concerned Thermal Power Stations / Utility. In case the vendor rating is not satisfactory, their offers will

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not be considered for further processing and will be rejected.

4.28. GST REGISTRATION:

TNPGCL opts to purchase goods or services only from the GST registered vendors and GSTIN Number shall be furnished in the offer.

4.29. SOUNDNESS OF THE COMPANY:

The tenderer who is an Industrial company should clearly state as per schedule E in his tender whether the company is potentially sick Industrial company or a sick industrial company in terms of Section 23 of Section 15 of the sick industrial company act 1985. Failure to supply this information will make the tender liable for rejection.

SECTION - V COMMERCIAL

5.1 SCOPE:

The Scope of work for Supply, Erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing (in service) in Stacker-cum-Reclaimer-I, including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc., (As Section VI)

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

5.2 LOCATION:

The work is required in the Mettur Thermal Power Station – II located at Mettur Dam, Salem(Dt.), 636406, Tamil Nadu.

5.3 PAST PERFORMANCE:

- 1) The intending tenderers shall furnish the details of various supply orders/work contracts executed by them for the past TWENTY years as on the date of Tendering in the proforma enclosed in the Tender Specification as per Schedule-D along with end user Certificate for satisfactory performance of the materials supplied/ works executed.
- 2) The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the Tenders in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

5.4 COMPLETENESS OF TENDER:

The tender should be complete in all respects.

In order that the tenders may receive full consideration, the whole information called for in the accompanying schedule and elsewhere together with relative leaflets, literature and details etc., must be supplied by the tenderer. The tenders not containing the complete details as above are liable for rejection.

5.5 PLACING OF ORDERS:

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

5.6 PRICE:

- a) The Tenderers are requested to quote FIRM price in Indian Rupees only.

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- b) The Tenderers shall quote the price for supply, erection and commissioning works including Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST. A format for price schedule is given in Schedule 'A'.
- c) The above breakup details should be clearly indicated in the Schedule-A and in the absence of which the offer shall be liable for rejection.
- d) **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

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

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

5.7 CONTRACT PERIOD: 5 months from the date of receipt of acceptance letter
(Including supply of materials and erection at site).

5.8 RATES ARE INCLUSIVE OF INCIDENTAL ITEMS:

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

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

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

5.9 ACCEPTANCE AND AGREEMENT:

The fact of submission of a Tender to the TNPGL shall be deemed to constitute agreement between the tenderers and the TNPGL whereby such tender shall remain open for acceptance by the TNPGL. If the tenderer be notified that his tender Is accepted by the TNPGL, he shall be bound by the terms of the Agreement constituted by the tender and such acceptance thereof by the TNPGL throughout the Period of contract. The acceptance letter issued with the agreed terms, there in shall form the document of contract. After receipt of acceptance order the contractor shall execute necessary agreement in the prescribed form

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within the time specified in acceptance order. The stamp duty payable to this agreement is of the value of Rs 200/-, which should be borne by the successful tenderer. The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfillment of the contract in the office of the Superintending Engineer concerned of the work. Failure to enter into the required agreement as defined in this paragraph shall entail for forfeiture of the Earnest Money Deposit paid. The work face value of the agreement will only be limited to the finalized work. It is not binding that the TNPGL should allow the contractor to complete the work up to the face value of the agreement.

5.10 SECURITY DEPOSIT/ SD CUM PERFORMANCE GUARANTEE:

1. When a tender is to be accepted, the contractor shall forthwith upon intimation being given to him of acceptance of his tender by the TNPGL must furnish Security Deposit for an amount equal to 5% of the contract value (including the EMD already paid) which can be remitted by way of

1. NEFT/RTGS only towards payment of Security Deposit for the value of Rs. 10 Lakhs and

2. NEFT/RTGS Irrevocable Bank guarantee towards payment of Security Deposit

in case the value exceeds Rs.10 Lakhs drawn in favour of SE/P&A/MTPS-II payable at Mettur Dam. The EMD paid by the tenderer will be adjusted in SD. The Security Deposit shall be paid within 15 days from the date of receipt of acceptance letter. If the tenderer fails to pay the Security Deposit within stipulated period, the acceptance letter may be cancelled and EMD may be forfeited. If SD is paid belatedly the same may be accepted with a penal interest at 12% Per Annum for the delayed period.

Account Name: SE/P&A/MTPS-II

Account No.: 43101657940

Name of Bank : State Bank of India, Mettur dam, Mettur Dam – 636 401

IFSC code : SBIN0000877

2) Electronic mode of payment or Irrevocable Bank Guarantee will be accepted towards payment of Security Deposit cum Performance Guarantee for the value of work order. In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee to 5% of the Contract value.

3) The Earnest Money Deposit and Security Deposit cum Performance Bank Guarantee shall be returned to the supplier after the expiry of guarantee period ensuring that defects/ damages during the guarantee period are rectified/ replaced. 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 contractor 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 cum Performance bank guarantee and such amount that is appropriated will not be refunded to the contractor.

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- 4) The successful tenderer will have to furnish the Security Deposit cum Performance Bank Guarantee within 15 days from the date of receipt of order. The security deposit cum Performance Bank Guarantee will not carry any interest. Belated payment of Security Deposit will not be accepted.
- 5) The SD cum PG shall be valid for a continuous period of 24 months from the anticipated date of receipt of last consignment goods / materials at site in good condition. In case of delay in completion of work, the BG should be extended suitably, till completion of guarantee period.
- 6) Failure to comply with the terms regarding security deposit cum Performance Guarantee set out in the work order within the stipulated time of the successful tenderer will entail in the cancellation of the work order without any further reference to the contractor.
- 7) The above security deposit for contract Performance has to be paid within 15 days from the date of receipt of work order, failing which their EMD will be forfeited and work order will be cancelled. The security deposit for contract Performance will not carry any interest.
- 8) The successful tenderer will have to furnish the Security Deposit within 15 days from the date of receipt of award of order and will not carry any interest. The belated payment of Security Deposit shall not be accepted hereafter. In the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order will be cancelled. Further the order will be made to L2 Tenderer.
- 9) In case of submission of irrevocable Bank Guarantee, the validity of irrevocable BG should be for a period covering the period of contract and guarantee period Otherwise ,BG will not be accepted.

In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TNPGLC 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), TNPGLC 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, TNPGLC 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.

10) GST shall be applicable for forfeiture of security deposit.

5.11 **Goods and Services Tax: (GST)**

The GST Details in respect of MTPS II/ TNPGLC are as under:

Billing Address	The Superintending Engineer / Purchase and Administration Mettur Thermal Power Station-II Mettur Dam 636 406
Provisional GSTIN Registration No.	33AAKCT7598K1ZI
Type of Customer	Company
Name & Address as Registered in GSTIN – Place of Business	Tamil Nadu Power Generation and Corporation Ltd, 144, Anna Salai, NPKRR Maaligai, Chennai-600002
State of Registration of GSTIN	Tamil Nadu

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

The appropriate rate of GST as per GST Act will be levied on Security Deposit Forfeiture if any and amount will be recovered from the bills.

GST Details:

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

GST.1 An Overview of Goods and Services 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

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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 is 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 are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs / 10 Lakhs as applicable will be required to register as a normal taxable person.
- iv). GST Registration Number: TNPGL has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TNPGL is 33AAKCT7598K1ZI. The details are also posted in TNPGL web portal.
- v). GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digits represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc.), one digit is blank and last one is representing check digit.
- vi). Transaction Value: The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are-

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

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

Eligibility for composition scheme: Sec-10(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 leivable to tax under this Act;
- * He is not engaged in making any inter-State outward supplies of goods;
- * He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
- * He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.

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

- (a) **COMPOSITE SUPPLY:** A composite supply is one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.
- (b) **MIXED SUPPLY:** A mixed supply is one where the goods or services or a combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the

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scheduled period or on the actual date of execution, whichever is less only will be admitted.

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

GST.2 Goods and Services Tax:

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

In case of delay in execution of work/supply, the GST prevailed on the date of actual execution of work/supply or both 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.

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 TNPGCL Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

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

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

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

E-Way Bill is an electronic document to be generated to cover interstate movement of goods value more than Rs.50,000/- and intra-state movement (within state of Tamil Nadu) for consignment value exceeding Rs.1,00,000/- and such generation needs to be done in e Way Bill portal.

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

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the Central tax, State or Union territory tax, integrated tax and Cess charged, if any. But, it will not include value of freight charges for the movement charged by transporter.

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

GST.4 TCS UNDER IT : TNPGCL AS A BUYER:

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

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

On Purchase of goods/materials, 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 on the purchase of the goods.

In case of works contract wherein supply and erection portions are separable, the value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194Q. On the other charges i.e. erection, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply.

The above provisions come into effect from 01.07.2021 onwards, and hence no TCS u/s.206C (1H) has to be paid by TNPGCL on purchase of Goods. Accordingly, TNPGCL will deduct TDS u/s.194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 lakhs.

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It is mandatory for the bidder to submit a declaration format in Schedule - J to determine the applicability of the TDS u/s 206 AB.

GST.5 Applicability of GST TDS:

a) The TDS under GST will be deducted at the time of payment or accounting in the books of accounts whichever is earlier. Once the taxable value of contract exceeds Rs.2,50,000/-, 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.

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.

Sno	Location of Supplier	Location of Recipient of supply of goods/services	Place of supply	GST TDS Applicability
1	Tamil Nadu	Tamil Nadu (as TNPGL is in Tamil Nadu)	Tamil Nadu	Applicable (CGST TDS @1% and SGST TDS @1%)
2	State other than TN	Tamil Nadu (as TNPGL is in Tamil Nadu)	State other than TN	Not Applicable
3	State other than TN	Tamil Nadu (as TNPGL is in Tamil Nadu)	Tamil Nadu	(IGST TDS @ 2%)

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

1. Total value of taxable supply ≤ Rs.2.5 Lakh under a contract.

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2. Contract value > Rs.2.5 Lakh for both taxable supply and exempted supply, but the value of taxable supply under the said contract ≤ Rs.2.5 Lakh.
3. Receipt of services which are exempted. For example services exempted under notification No.12/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
4. Receipt of goods which are exempted. For example, goods exempted under notification No.2/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
5. Goods on which GST is not leviable. For Example petrol, diesel, petroleum crude, natural gas, aviation turbine fuel (ATF) and alcohol for human consumption.
6. Where a supplier had issued an invoice for any sale of goods in respect of which tax was required to be deducted at source under the VAT Law before 01.07.2017, but where payment for such sale is made on or after 01.07.2017 [Section 142(13) refers].
7. Where the location of the supplier and place of supply is in a State(s)/UT(s) which is different from the State/ UT where the deductor is registered.
8. All activities or transactions specified in Schedule III of the CGST/SGST Acts 2017, irrespective of the value.
9. Where the payment relates to a tax invoice that has been issued before 01.10.2018.
10. Where any amount was paid in advance prior to 01.10.2018 and the tax invoice has been issued on or after 01.10.2018, to the extent of advance payment made before 01.10.2018.
11. Where the tax will be paid on reverse charge by the recipient i.e., the deductee.
12. Where the payment is made to an unregistered supplier.
13. Where the payment relates to "Cess" component.

e. Value of Supply for Deduction of TDS:

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

f) Exemption from TDS

According to that provision, TDS under GST need not be deducted in respect of the supply of goods and Services or both from a public sector Undertaking (PSU) to another Public Sector Undertaking with effect from 1st day of October 2018. Therefore, no TDS need to be deducted in respect of supplies between Public sector Undertakings Example: NTECL, NTPC, BHEL etc., are owned by Central

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Government. However TDS provisions will continue to apply for Taxable Supplies from Government and other private agencies with effect from 01.10.2018 as already communicated vide circular 1st cited.

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

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

- a) The supplier/ contractor should promptly file under GST, to avoid/ minimize the delay in processing/ payment of invoices, since GSTR1 filed by the supplier/ contractor will reflect as GSTR 2A in the portal of the purchasers.
- b) If any discrepancy arises between the value shown in the GSTR-2A and the invoices available, the liability towards GST will be restricted to the lower of the two and GST payment will be made accordingly.
- c) Any lesser GST remittance found in GSTR 2A than claimed from TNPGL, the excess collection of GST will be recovered from suppliers/ contractors, duly adhering regular procedures if there is any difference between GST claimed from TNPGL and remitted to Govt. in GSTR 2A. The common GST portal, under the electronic invoicing system, an identification number will be issued against every invoice by the Invoice Registration Portal (IRP) to be managed by the GST Network (GSTN).
TNPGL cannot avail input tax credit from suppliers whose turnover exceeds Rs.10 crores without an e-invoice or e-invoiced debit note or e-invoiced credit note. E-Invoice is a system in which B2B invoices are authenticated electronically by GSTN for further use on.

5.12 INCOME TAX AND STATUTARY CHARGES:

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

5.13 PAYMENT TERMS:

1. 95% payment will be made with time period of 90 days from the date of completion of works as the case may be. In the event of TNPGL failing to keep the stipulated time frame for releasing payment, simple interest for the delayed period beyond 90 days for completed portion of work/ Unit of work shall be paid by TNPGL to the vendors at the SBI three months MCLR rate for the delayed period beyond 90 days. Balance 5% withheld amount will be paid together with security deposit on satisfactory completion of work in all respects and submission of all the required documents provided that there is no recovery or forfeiture of any amount from the contractor. The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at

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the time of signing of agreement and in the cases where no agreement is signed, only P.O/WCT is issued, the date of the P.O/WCT shall be taken as base date to ascertain the interest rate.

2. It shall be noted that no advance payment will be made by the TNPGL for any part of the contract under any circumstances even if the contractor is a Government body.
3. Payment will be made by RTGS/ NEFT on any of the commercial banks or their Branches in Tamil Nadu as may be decided by the TNPGL from time to time, Exchange Commission, if any it will be to the account of the successful tenderer.
4. Payments will not be made for equipment /materials damaged during transit. All defective materials shall be replaced by the supplier free of charge.

5.14. LIQUIDATED DAMAGES:

If the contractor fails in the due performance of this contract within the time fixed by the contract (or) any extension thereof, and contractor is liable, at the discretion of the Engineer to levy of Liquidated damages for the delay in execution, which shall be at half percent (0.5%) of the contract price of the delayed portion, for each completed week of delay, reckoned on the contract value of such portion only of the work as cannot in consequence of the delay be used commercially and efficiently during each month between the appointed or extended time as the case may be and full satisfaction of the contractor's liability for delay but shall not in any case exceed 10% of the contract value of such portion of the work.

5.17.1 However, in respect of contracts where supplies effected in part or works executed in part could not be beneficially used by the TNPGL (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.

5.17.2 The contractor is liable to pay to the TNPGL, in addition to liquidated damages for delay, the actual difference in price wherever the TNPGL orders, the delayed quantity to be supplied/executed by other agencies at a higher rate.

5.17.3 Tenderers not giving clear and specific acceptance to the above clauses is liable to be rejected.

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

5.15. GUARANTEE:

i) FOR WORKS:

The work should be guaranteed for satisfactory operation for a period of Twelve Months from the date of successful commissioning of the machine after completion of work. Any defect noticed during this period should be rectified by the successful tenderer at free of cost immediately at their own cost & risk.

ii) FOR MATERIALS:

The material supplied by the contractor shall be guaranteed for satisfactory operation

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for a period of 12 months from the date of commissioning or 18 months from the date of receipt whichever is later subject to an overall period of 24 months. Any defect in supplied material/ workmanship should be replaced/ rectified by the contractor at free of cost during the above guarantee period. The defective material will have to be taken back at their own cost & risk.

The incidental expenses, transport and freight charges for the replacement or defective materials within the guarantee period may also be borne by the Bidder till such time as said above.

iii) The performance Guarantee for 5% of total contract value should be produced in a non-judicial stamp paper of value Rs.500/-(Rupees Five Hundred only) with two witnesses, immediately after completion of works.

5.16. FORCE MAJEURE:

1. If at any time during the continuous of this contract, the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons of any war hostilities, acts of public enemy, acts of civil commotion, strikes, lockouts sabotages, fires, floods, explosions, epidemics, warranting restrictions or other Acts of God (herein after referred to as eventualities) then provided notice of the happening of such eventualities, is given by the tenderer to the TNPGLC within 15 days from the date of occurrence thereof neither party shall, have any claims for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

2. Provided that in the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reason so of any eventuality for a period exceeding 90 days, the TNPGLC may at its option terminate this contract by notice in writing.

5.17 NON-ASSIGNMENT:

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

5.18 INSURANCE:

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

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

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settled by the Insurance Authorities.

- 3) **Transit Insurance:** Transit Insurance to be borne by the contractor covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts there for) and to the Contractor's Equipment.
- 4) **Automobile Liability Insurance:** Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.
- 5) **Installation All Risks Insurance:** Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the guarantee period while the Contractor is on the Site for the purpose of performing its obligations during guarantee period.
- 6) **Other Insurances:** If any other insurance is required for this contract shall be borne by the Contractor.

5.19 PACKING AND FORWARDING:

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

5.20 LOSS OR DAMAGE:

- 1) External damages or shortages that are *prima facie*, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the

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defective materials shall be replaced/rectified by the contract supplier, free of cost.

- 2) If during the period of contract, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account require the supplier to replace the defective goods, free of cost.
- 3) Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.
- 4) For all legal purposes, the materials shall be deemed to pass into the TNPGL's ownership at the destination Stores, where they are delivered and accepted.

5.21 INSPECTION:

- 1) The authorized representatives of the purchaser shall have access to the contractor or sub-contractor works at any time during working hours, for the purpose of inspecting the manufacture of the materials and for testing the selected samples from the materials covered by this specification. The contractor or sub-contractor shall provide facilities for the above.
- 2) Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address to enable inspection by TNPGL if considered necessary.
- 3) MTPS-II/TNPGL reserve the right to insist for witnessing the acceptance routine testing of bought out items.

5.22 MATERIALS AND WORKMANSHIP:

1. All materials, equipments and spare parts thereof shall be new, unused and originally coming from manufacturers' plant to the destination stores. Those including used, rebuilt or overhauled materials/equipments will not be accepted.
2. All the materials shall be of best class and capable of satisfactory operation in the tropics with humid atmospheric condition. Unless otherwise specified, they shall conform to the requirements of appropriate Indian Standards. Where these are not available, IEC and American /

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British Standards shall be followed.

- The design shall incorporate every reasonable precaution and provision for the safety of all those concerned in the operation and maintenance of equipment.
- All the equipments should operate without undue vibration and with the least practicable amount of noise.

5.23 REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:

- 1) Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials supplied by the contractor are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defect/damage either at the point of destination or at the contractor's works, at the cost of contractor, against proper security and acknowledgment. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages at the rate of (0.5%) half percent value (all-inclusive price of such material for each completed week of delay subject to maximum of (10%) Ten percent for the delay from the date of receipt of intimation of the defects or damages.

5.24 TEST AT SITE:

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

5.25 TEST CERTIFICATE:

Every item of equipment/material to be supplied by the Contractor shall be tested in accordance with the relevant Indian, British or continental standards and wherever no standards are available according to manufacturer's standard practice and the test results in triplicate forwarded to the Superintending Engineer/ M-II /Mettur Thermal Power Station II, Mettur - 636406 for scrutiny and approval. The material and equipments may be rejected if the test results are not satisfactory. The test certificates in triplicate for the materials furnishing the results of the tests as per latest issue of ISS shall be forwarded and got approved before the materials are dispatched. In addition to the tests called for in the specification, the TNPGCL reserves the right of having such tests as he desires carried out at his own expenses to

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satisfy himself that the materials conform to the requirements of this specification. The materials may be rejected if the test results are not satisfactory. The type test certificates (Photostat Copies) as per latest ISS / International Standards such as IEC shall be furnished with the tender for reference (if required).

5.26 SPECIAL SAFETY CONDITIONS:

1. The Contractor shall provide all necessary personnel protective equipments (as per ISI standard) to their workers like safety helmets, safety goggles, welding screen, hand gloves, safety belts, safety shoes, face mask etc. depending upon working condition & nature of job/work and shall be worn by the Contractor and his workmen while at work.
2. All the appropriate and relevant safety measures stipulated under the Factories Act 1948 and Tamil Nadu Factories Rules 1950 made there under shall be scrupulously followed by the Contractor and his workmen.
3. In case of any accidents/ injuries to the contract workers takes place due to non-supply (or) non-ISI standard safety equipments or due to careless working or due to improper handling of the equipment/tools etc., the same shall be at the risk and cost of the contractor only. TNPGCL will not be responsible in any way either legally or financially to the same and the contractor will have to pay compensation to his labourers in such cases.
4. The Contractor should not allow his workmen to wear loose garments like lungies, dhotis, and smoke cigarettes, beedies etc. while at work inside the plant premises.
5. No workmen below the completed age of 18 years should be engaged by the Contractor for any works inside MTPS II and no women workers should be allowed to work in night hours inside MTPS II except between hours of 6AM to 6PM.

5.27 Work:

1. The work should be done carefully and without hindrance to other agencies/ TNPGCL who are on the work in the area.
2. For any damage/ misusing or theft to TNPGCL equipment during work, the Bidder will be solely responsible and the loss due to this shall be borne by the Bidder.
3. If the Contractor does not carry out the work to the entire satisfaction of TNPGCL Engineers in-charge, the Contractor will be liable for termination without assigning any reasons there for.
4. The tenderer should inspect the site and take out a thorough assessment of the nature of the work and satisfy him before tendering. Any representation at a later date under any circumstances on any account will not be entertained.

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5. Only with appropriate welding electrodes as per the direction of TNPGCL Engineer in-charge should carry out high pressure welding work.
6. Based on the actual works undertaken, the bill will be claimed and paid.
7. The work shall be carried out continuously and completed within a period as directed by TNPGCL Engineer in charge of work.
8. Any modification (or) alteration required in the existing arrangement for the convenience of the contractor shall be at Contractor's scope.

5.28 General Safety:

1. Safety precautions shall be adopted strictly during the work.
2. The area shall be cleaned after completion of work.
3. The Contractor shall adhere to all safety precautions and statutory provisions for the workmen. TNPGCL cannot be held responsible for any accidents due to the carelessness of the workers. MTPS II will not be responsible in any way either legal or financial to the same. The bidder will have to pay compensation in such cases. Insurance policy should be submitted to MTPS-II before starting the work.
4. Only 24V hand lamp shall be used for internal works. Floor lights, if required have to be arranged by the Contractor.
5. Every portable electrical tool to be used shall be with three pin plug and three wire system only to avoid electrical shock during work. Proper earthing shall be provided for both at supply point and at equipment before commencement of the work.
6. Only 3-phase DC welding sets shall be used for welding purpose.

5.29 OTHERS

1) PATENT RIGHTS ETC:

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

2) RESPONSIBILITY:

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

3) MAXIMUM WEIGHTS AND DIMENSIONS OF PACKING :

The contractor is responsible to make sure about the facilities that exist for Road and/or Rail transport to site, the maximum packages which can be

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conveyed by the railways and crane lift available at the destination railway station. The supplier is also responsible for any loss or damage during transport and storage for 60 days. Each case or package should be clearly marked and should contain detailed packing list.

4) INTERCHANGEABILITY:

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

5) ELECTRICITY RULES:

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

6) RAW MATERIALS:

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

7) TOOLS & PLANTS:

The Contractor has to arrange all necessary tools and plant required for entire work. The Contractor has to arrange required consumables for the works.

8) FIRST AID:

At the work site there shall be maintained a readily accessible place for first aid, applicable medicines including adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charges of a responsible person who shall be readily available during working hours.

5.30 RIGHTS OF THE BOARD:**1) Notwithstanding anything contained in this Specification, the TNPGL reserves the rights:**

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

2) The TNPGL 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 TNPGL, the qualification data is incomplete or in the opinion of the TNPGL the bidder is found not qualified to satisfactorily perform the contract.**5.31. RECOVERY OF DUES:**

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The TNPGL is empowered:

- a) To recover any dues against this contract in any bills/ Security Deposit/ Earnest Money Deposit due to the contractor either in this contract or any other contract with TNPGL.
- b) To recover any dues against any other contracts of the contractor with TNPGL, with the available amount due to the contractor against this contract.
- c) To recover the difference in cost of work between the price offered by the failed tenderer and the Prospective new tenderer becoming lowest bidder in a fresh order issued for the same work subsequently.
- d) Undertaking in Rs.500/- bond as per Schedule F has to be given by bidder.

5.32 EFFECTING OF RECOVERIES:

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

5.33 POWERS TO TERMINATE THE CONTRACT:

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

5.34 FAILURE TO EXECUTE THE CONTRACT:

The tenderer is responsible, if, they fail to execute the order placed on them to the satisfaction of TNPGL under the terms and conditions set forth therein will be liable to make good the loss sustained by 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 in to and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages clauses and forfeiture of Security Deposit for the breach of contract.

5.35 ARBITRATION ACT NOT TO APPLY:

- . The TNPGL will not accept any arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provisions of Arbitration and Conciliation Act 1996 in the event of any dispute between the parties.

5.36 JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT):

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No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any Court, save in the High Court, Chennai or District Court at Salem or sub-Court at Mettur Dam or at the District Munsif Court at Mettur Dam. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case, any part of the cause of action arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the state of Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

The successful tenderer shall furnish an undertaking as per the Schedule in a non-judicial stamp paper of Rs.200/- agreeing to the above condition.

5.37 CAUTION:

1. Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms.
2. In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited or 1% of the work value will be levied as penalty in addition to blacklisting them for future tenders / contracts in TNPGL /TANTRANSCO.
3. The Guidelines issued in Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 1000 will be followed.

5.38. LIABILITY FOR ACCIDENTS TO PERSONS:

The Contractor shall indemnify and save harm to the TNPGL against all sections, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by person employed by the Contractor or his sub-contractor on the works whether under the general law or under the workmen's compensation Act 1923, or any other statute in force on the date of the contract, dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under. On the occurrence of an accident which results & in the death of the workmen employed by the Contractor or which is due to the contract work and of so serious as to be likely to result in the death of any such workmen, the Contractor within 24 hours of happening of such accident intimate in writing to the concerned Engineer and such officers required by the provision of the Workmen's

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Compensation Act the fact of such accident. The Contractor shall indemnify TNPGL against all loss or damage sustained by TNPGL resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by TNPGL as a consequence, of the TNPGL's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.

In the event of any claim being made, or action brought against the TNPGL involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under clause, the Contractor shall be immediately notified thereof, and he shall with the assistance, if he so require, of the TNPGL but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the TNPGL shall, at the expense of the Contractor, afford all available assistance for any such purpose. In the event of an accident in respect of which compensation may become payable under Workmen's Compensation Act VII of 1923 and any subsequent amendment thereof whether by the Contractor, or by TNPGL, as principal it shall be lawful for the Engineer to retain out of money due and payable to the Contractor such sum or sums of money as may be in the opinion of the said Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under this clause and will not be subject to any arbitration liability for damage or loss to third party including inspection officers due to act of the Contractor or his sub-contractor connected with the execution of the contract shall be fully borne by the Contractor. The Contractor shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the Workmen's Compensation Act. All cases of accidents or injuries shall be reported to the Engineer with all the full details required for the settlement under the Workman's Compensation Act. Liability for damages or loss to third party including inspection officers due to act of the CONTRACTOR or his SUB-CONTRACTOR connected with the execution of this contract shall be fully borne by the CONTRACTOR. The CONTRACTOR shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract, which are adequate for the timely and full settlement of claims under the Workmen's Compensation Act. All cases of accidents or injuries shall be reported to the ENGINEER with full details required for the settlement under the Workmen's Compensation Act.

The Contractor should report about all accidents within 24 hours to the Assistant Engineer of TNPGL in the preliminary accident form. He should furnish other particulars such medical certificates, wage particulars, fitness, etc., in due course

without delay.

5.39 NEGLIGENCE:

If the Contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or shall contravene the provision of this contract, the TNPGL may give seven days' notice in writing, to the Contractor to make good the failure, neglect or contravention complained of any should the Contractor fail to comply with the notice within the reasonable time from date of service thereof in the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case, the TNPGL shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to do, or if the TNPGL shall think fit, it shall be lawful for him to take the work, wholly or in part off the Contractor's hands and re-contract at a reasonable price with any other person or persons or provide any other materials, tools and tackles or labor for the purpose of completing the work or any part thereof and in that event the TNPGL shall, without being responsible to the Contractor for the fair wear and tear of the same, have the free use of all the materials, tools, tackles, or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contractor over the same and the TNPGL shall be entitled to retain and apply and balance which may be otherwise use to the contract by him to the Contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor and the Contractor fails to make good the deficit, the said materials, tools, tackles, construction plant, or other things which are the property of the Contractor may be seized and sold by the TNPGL and the proceeds applied towards the payment of such differences and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale, shall be paid by the Contractor on the certificate of the Engineer, but when all expenses, costs, and charges incurred in the completion of the work are paid by the Contractor, all such materials, tools tackle, or other things remaining unused to be removed by the Contractor. The actual difference in price where ever the TNPGL gets executed through other agencies at a higher rate is payable by the contractor to TNPGL.

5.40 LIABILITY FOR DAMAGE TO WORKS OR PLANTS:

The Contractor shall during the progress of the work properly cover up and protect

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the work and plant from injury by exposure to the fire or weather and shall take every reasonable proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the Contractor or his workmen or his sub-contractors and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the Contractor and to the reasonable satisfaction of the Engineer. Such loss or damage happen to units of works or plant or materials failing outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the Contractor to the satisfaction of Engineer.

In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the TNPGL be made good by the Contractor in like manner but at the cost of the TNPGL at a price to be agreed between the contractor and the TNPGL and the TNPGL shall pay to the Contractor the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.

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

5.41. SUSPENSION OF WORK:

The Engineer may from time to time by direction in writing for any valid reasons, without in any way vitiating this contract, direct the Contractor to suspend the work or any part thereof at such time or times and for so long as the Engineer may deem desirable, and the Contractor shall not, after receiving such written notice proceed with the works therein 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 TNPGL compensation for any loss or damage sustained by him by reason of the suspension of works as aforesaid. No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failure or any causes beyond the control of

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TNPGL and for prearranged shutdowns in electricity supply for which prior notice may be given.

5.42

DEATH, BANKRUPTCY ETC:

If the Contractor, shall die or commit any act of bankruptcy or being a Corporation commence to be wound for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the Estate of the Contractor or any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the TNPGL and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out this contract subject to his or their providing such guarantee as may be required by the TNPGL but not exceeding the value of the work for the time being remaining un-executed. In the event of stoppage of the works, the period of the option under this clause shall be fourteen days only. Provided that, should the above option be not exercised, the contract may be terminated by the TNPGL by notice in writing to the Contractor, and the same power and provisions reserved to the TNPGL in the proceeding clause on the taking of the work out of the Contractor's hands shall immediately become operative.

5.43

SPECIAL CONDITIONS TO BE FOLLOWED REGARDING ENVIRONMENTAL ANGLE:

The labourers should be instructed to follow Thermal Station rules. Any failure to observe and obey these rules will be a serious offence and the labour will be expelled from worksite.

5.44 PLASTIC FREE ZONE:

MTPS-II is plastic free zone. Hence, the tenderer is requested not to carry any plastic materials inside the plant premises and also the contractors are responsible to maintain the plastic free environment at their respective work place and if any plastic material is found at or around their work spot, suitable penalty will be imposed to the concerned agency.

SECTION-VI

TECHNICAL SPECIFICATION

NAME OF WORK:

MTPS-II (1x600MW) – Mech-II circle – CHP-II Division – Supply, Erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing (in service) in Stacker-cum-Reclaimer-I, including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc.,

PERIOD OF WORK: 5 months from the date of receipt of acceptance letter (Including supply of materials and erection at site)

Supply portion Consists of the following but not limited to.

I. Supply of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with the following specification.

Technical Specification Slewing Bearing:

- a)Drawing No:121.32.4000.000.41.1522 of THYSSENKRUPP ROTHE ERDE
- b)Make: THYSSENKRUPP ROTHE ERDE / LIEBHERR / SKF or Equivalent
- c) Rolling element Dia : 32 mm
- d) Track dia : 4000 mm
- e) Pitch circle dia of gear : 4200mm
- f) No of teeth : 210
- g) Module of gear : 20
- h) Pressure angle of gear : 20⁰
- i) Material of Rings : 42CRMO4V

Please note:

1. Necessary NDT (DPT/MPI/UT/RT) to confirm the absence of any flaw/discontinuity shall be carried out with the aid of valid calibrated instruments and certificates to be supplied along with supply of slew bearing. The slew bearing to be supplied should be manufactured for operation within the temperature range of - 20°C and + 60°C. The races of the bearing shall be surface hardened to the value of 55-62 HRC (tested according to ASTM E18 / ISO 6508) and tempered.
2. The slew bearing to be supplied shall be of make of the manufacturing firm possessing quality assurance certificate in accordance with latest ISO 9001:2000 quality requirements.
3. The gear teeth of the slew bearing shall be surface hardened to a hardness of more than the hardness of the meshing pinions (drawing of the meshing pinion is enclosed for reference)
4. The bolt holes, transport holes and grease holes shall be drilled according to the drilling plan drawing (inner ring) enclosed herewith in order to ensure the interchangeability.

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5. The shall always be transported and stored in horizontal position. If it must be transported vertically it must be internal cross braced. Impact loads particularly in radial direction must be avoided during supply as well as installation.
6. Necessary seals shall be provided in the bearing gaps in order to prevent the dust and small particles from entering in the raceway and retain fresh lubricant in the bearing gaps.
7. In addition to the aforesaid seals, the slewing bearing shall be provided with additional steel labyrinth at the upper bearing gaps in such a way that the steel labyrinth can be bolted in segments so that the space containing the grease can be cleaned.
8. The slew bearing shall be supplied wrapped in foil or similar material for transport. The external bearing surfaces are to be protected against corrosion by means of Tectyl 502 C9 (Oily) and by filling the raceway with lithium-based grease.
9. The Slew Bearing shall be supplied in its original packing of the manufacturer with Tamper Proof seal along with pre dispatch inspection certificate of the manufacturer.
10. The packing should bear label with QR code on the packing case and the QR code when scanned should show the make, sl.no. and other relevant details of the supplied slewing bearing.
11. Manual of the manufacturer of the Slewing Bearing containing dimensional information and procedures for installation and maintenance of the Slewing Bearing should be supplied along with the slewing bearing. The contractor should follow the guidelines and instructions in the manual scrupulously while erecting and commissioning.

II. Structural Iron & Steel materials like MS Beams, Channels, angles, plates etc. of various sizes for successful completion of erection - 25 MT

Please note:

1. Supply of required Structural Iron & Steel materials like MS Beams, Channels, angles, plates etc. of various sizes and welding electrodes necessary for fabrication and erection of support structures of adequate strength under the counterweight side boom and the bucket wheel side boom of the Stacker-cum-Reclaimer for propping up the booms in horizontal position.

III. Set of fasteners for Slewing Ring of Stacker-Cum-Reclaimer (1 set consisting of HSFG bolt M27x300mm long with nut and 2 Nos. HSFG washers) - 84 Sets

IV. Set of fasteners for Tooth Rim of Stacker-Cum-Reclaimer, consisting of HSFG bolt M 27 x 150 long with nut and 2 Nos. HSFG washers - 84 Sets

Please note:

1. Supply of required set of fasteners for Slewing Ring of Stacker-cum-Reclaimer (1 set consisting of HSFG bolt M27 x 300mm long with nut, 1 No. DTI washers and plain washers). The bolts to be supplied shall conform to IS 3757 (1985), the nuts to be supplied shall conform to IS 6623:2004, the washers to be supplied shall conform to IS

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6649 and the DTI washers to be supplied shall conform to EN 14399-9:2009 (or) the bolt and nut assemblies to be supplied shall conform to EN 14399-3:2015, the washers to be supplied shall conform to EN 14399-5:2015 and the DTI washers to be supplied shall conform to EN 14399-9:2009. The HSFG bolt and nuts to be supplied should be of property class 10.9.

V) All the dimensions should be given in metric system of measurements.

VI) Place of Delivery of materials: Central Stores/MTPS-II

Erection & Commissioning:

1. During installation of the slew bearing, it shall be ensured that the contact surface of the companion structure for the mounting of the bearing shall be as flat as possible and distortion free as recommended in the manual for installation procedure, by means of an optical machine or laser measuring system.
2. Erection of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing in service in Stacker-cum-Reclaimer-I including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc. Site mobilization & Erection commencement shall be in conjunction with the supplies made.
3. Commissioning and conducting Performance Testing of this slewing bearing with the existing Stacker cum Reclaimer for 72 hours and ensuring smooth slewing to an angle of $\pm 90^\circ$ (Operating), without undue load on the hydraulic power pack.

WORKS INVOLVED:

1. Replacement of Slewing Bearing in Stacker cum Reclaimer-II on turnkey basis.
2. Supply of Ball and Roller combination Slewing Bearing with external gear for Stacker Cum Reclaimer. Necessary NDT (DPT/MPI/UT/RT) to confirm the absence of any flaw/discontinuity shall be carried out with the aid of valid calibrated instruments and certificates to be supplied along with supply of slew bearing. The slew bearing to be supplied should be manufactured for operation within the temperature range of - 20°C and + 60°C. The races of the bearing shall be surface hardened to the value of 55-62 HRC (tested according to ASTM E18 / ISO 6508) and tempered.
3. The Slew Bearing shall be supplied in its original packing of the manufacturer with Tamper Proof seal along with pre dispatch inspection certificate of the manufacturer.
4. Supply of required structural iron & steel materials like MS Beams, Channels, angles, plates etc. of various sizes and welding electrodes necessary for fabrication and erection of support structures of adequate strength under the counterweight side boom and the bucket-wheel side boom of the Stacker-cum-Reclaimer for propping up the booms in horizontal position.

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5. Supply of required set of fasteners for Slewing Ring of Stacker-cum-Reclaimer (1 set consisting of HSFG bolt M27 x 300mm long with nut, 1 No. DTI washers and plain washers).
6. The bolts to be supplied shall conform to IS 3757 (1985), the nuts to be supplied shall conform to IS 6623:2004, the washers to be supplied shall conform to IS 6649 and the DTI washers to be supplied shall conform to EN 14399-9:2009 (or) the bolt and nut assemblies to be supplied shall conform to EN 14399-3:2015, the washers to be supplied shall conform to EN 14399-5:2015 and the DTI washers to be supplied shall conform to EN 14399-9:2009.
7. The HSFG bolt and nuts to be supplied should be of property class 10.9.
8. The packing should bear label with QR code on the packing case and the QR code when scanned should show the make, sl.no. and other relevant details of the supplied slewing bearing.
9. Manual of the manufacturer of the Slewing Bearing containing dimensional information and procedures for installation and maintenance of the Slewing Bearing should be supplied along with the slewing bearing. The contractor should follow the guidelines and instructions in the manual scrupulously while erecting and commissioning.
10. The slewing bearing to be supplied with coating of suitable environment friendly preservatives necessary to protect against corrosion and same shall be cleaned with environment friendly cleaner before erection.
11. Necessary mooring the Stacker-cum-Reclaimer with necessary guy ropes before commencement of the replacement work to prevent the machine from drifting away in any condition.
12. The following works shall be carried out.
 - i. Cleaning of gear segments and slew bearing area.
 - ii. Dismantling of centralized lubrication system.
 - iii. Removal of pinions and slew hydraulic motor assemblies.
 - iv. Fabrication and erection of supporting structure for counter weight and bucket wheel boom conveyor.
 - v. Dismantling of head pulley, locking belt of boom conveyor.
 - vi. Dismantling of centre chute.
 - vii. Placement of hydraulic jacks of suitable lifting capacity at the jacking points.
 - viii. Dismantling of fasteners between slew ring and the companion structure in the superstructure of the machine.
 - ix. Dismantling of fasteners between substructure of the machine and slew ring.
 - x. Lifting the superstructure and dragging of slewing bearing off the machine without causing any damage to the bearing mounting surfaces of the companion structure and cleaning of bearing mounting surfaces.

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- xi. Lifting and dragging of new slewing into the machine to position without causing any damage to the bearing mounting surfaces of the companion structure.
- xii. Lowering the superstructure on to the bearing.
- xiii. Erection of fasteners between slew ring - superstructure and torque tightening and erection of fasteners between slew ring - substructure and torque tightening.
- xiv. For tightening of the HSFG bolts only mechanical torque wrenches (pneumatic/hydraulic) shall be used. Calibrated torque wrenches, accompanied with a certificate to the effect, shall be brought to the site. The torque wrenches shall be calibrated to within $\pm 10\%$. These shall be recalibrated in case of any incidence (such as fall, mishandling etc.) involving the wrench during use resulting in heavy impact.
- xv. Dismantling of temporary supports below counterweight and bucket wheel boom and dismantling of dragging platform.
- xvi. Erection of centralized lubrication system.
- xvii. Relaying of boom Conveyor belt and vulcanizing.
- xviii. Commissioning and trial run.
- xix. Devolution of dismantled bearing and cleaning of site.

13. The Contractor should have registered the firm with the Factories Inspectorate or any other statutory bodies as relevant.

14. The contractor should follow the Safety rules and regulations as per the Factories Act. The contractor should keep himself apprised and be thoroughly conversant with the rules and regulations of Factories Act and other mandatory Acts as applicable.

15. All the men and consumables required for the work should be arranged by the contractor at his cost.

16. The Contractor should arrange the transportation of materials from stores to site and vice-versa, at his Cost.

17. Necessary workmen insurance and labour license have to be arranged by the contractor and comply with all labour/PF rule as applicable.

18. The devolution of retrieved/scrap materials to MTPS-II stores should be made by the contractor immediately after completion of work.

19. The workmen compensation due to any accident has to be borne by the contractor, and if any compensation is given, the same must be intimated to the TNPGLC with necessary documentary evidences.

20. Sufficient man power should be employed to carry out the work in the above location

21. The work should be done carefully and without any disturbance to other agencies.

22. For any damage to the equipments during the work, the contractor will be Solely responsible and loss due this should be borne by the contractor.

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23. The workers engaged by the contractor for this work should have suitable age limit, previous experience in this type of work, physical and mental fitness as suitably Trained persons for their respective work as per the requirements as specified in the Factories Act 1948.
24. The contractor should engage qualified Engineers/Supervisors for overall coordination and effective completion of the work.
25. Any other unforeseen works relevant to Slew bearing replacement work shall be carried out.
26. It is the responsibility of the contractor to refer the authenticated manuals for the standards (IS/ISO/ASTM/EN/DIN etc.) relevant to this work. The contractor shall produce the manual on demand by TNPGL.

SECTION-VII

GENERAL STATUTORY CONDITIONS

- 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 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 there in.
- 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 MinesAct,1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 5) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contract Labour Regulations.
- 6) The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Regulations aforesaid 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 Contract 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

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Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

1.0 CONTRACT LABOUR REGULATIONS:

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

- (a) Name and situation of the work.
- (b) Contractor's name and address
- (c) Particulars of the Department for which the work is undertaken,
- (d) Name and address of sub-contractors as and when they are appointed.
- (e) Commencement and probable duration of the work.
- (f) Number of workers employed and likely to be employed.
- (g) 'fair wages' for different categories of workers.
- (h) Number of hours of work which shall constitute a normal working day:-
- (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY-EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

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

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

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

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

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(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.

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(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 ESIprovisions]

(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.

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

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

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

2.0 Compliance of EPF & MP Act, 1952:

(a) The Contractor who take up works contract for TNPGL / TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF& MP Act;

(b) The Contractor should have a separate EPF main code number.

(c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.

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

(e) The Contractor should produce the proof of payment of contribution - both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works and EPF will not be reimbursed.

(f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.

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

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

3.0 Compliance of ESI Act 1948 :

- (a) The contractor who take up the works contract for TNPGL & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
- (b) The contractor should have a separate ESI main code number.
- (c) The contractor should be responsible for the payment of necessary ESI contributions - both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- (e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work and ESI will not be reimbursed.
- (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) The contractor who claims exemption under the ESI Act should produce the
 - (i) 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 for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs. 21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

4.0 The Building and Other construction Workers Act:-

(other than the 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.

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

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

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

(c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPGL/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TNPGL/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour license 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 (Form No.25-C) in laminated format with EPF, ESI and Aadhaar Numbers (Form No.25-C as given below) to the labours engaged by the contractor.

PHOTO IDENTITY CARD FORM 25-C		
(Prescribed under Rule 103 – C of the Tamilnadu Factories Rules, 1950)		
(i)	Name of the Factory and Address: And Registration No.	<input type="text"/>
(ii)	Name and Address of the Employer (Contractor):	<input type="text"/>
(iii)	Name of the Worker:	<input type="text"/>
(iv)	Father's/ Husband's Name:	<input type="text"/>
(v)	Date of Birth:	<input type="text"/>
(vi)	Employee Address:	<input type="text"/>
(vii)	Aadhaar No:	<input type="text"/>
(viii)	EPF UAN No:	<input type="text"/>
(ix)	ESI IP No:	<input type="text"/>
(x)	Nature of Employment: Permanent/ Temporary/ Contract	<input type="text"/>
(xi)	Blood Group:	<input type="text"/>
(xii)	Date of issue:	<input type="text"/>
	Signature of the Card Holder	Signature of Employer (Contractor)

6.0 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. The contractor should pay the wages to their employees only through digital (ie) paid directly to the bank account of the employee.
- (c) the contractor should pay the wages to their employees only through digitally(i.e.,) paid directly to the bank account of the employee.

7.0 Accidental Insurance Scheme for the Labours:

The contractors executing the works contract/ contract in which labours are engaged should provide an accidental insurance scheme for Rs.2,00,000/- additionally under Pradhan Mantri Suraksha Bima Yojana (PMSBY) scheme through the Bank/ Post Office for a premium of Rs.20/- per annum per person to all the labours engaged by the contractors for the work in TNPGCL, TNPCL, TNCL and TANTRANSO

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(a) The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.

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

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

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

9.0 ESI Documents for While Claiming Bills:-

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

(b) The contribution *history* of the respective months should be submitted.

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

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

10.0 Statutory Compliance Clearance Certificate.

The Contractor has to obtain the Statutory Compliance certification for the work contracts from the service providers. The required documents should be submitted through Online by the respective Contractors. Such applications for the statutory clearance certificate will be allocated to one of the service provider, in the panel, in an automatic digital rotation method. The charges for such clearance certificate will be at the rate of Rs.2.50/- per man day/per month with minimum charges of Rs. 500/- and maximum charges of Rs.4000/-. And Rs. 300/- for re-audit due to reasons attributable to the contractor. The Charges should be paid by the respective contractorsto the service provider through Online.

In TNPGL/TANTRANSCO from 01.01.2021 the digital based Statutory Compliance Services should be integrated with the bill processing system. The bills will be processed only after the automatic clearance from the Digital based Statutory Compliance Services.

11.0 Tamil Nadu Rationalization 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

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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 License/Renewal of License (under CLRA and ISMW Rules)
FORM III	Form of Certificate by Principal Employer (under CLRA and ISMW Rules)
FORM IV	Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)
FORM V	Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)
FORM VI	License and Renewal (under CLRA and ISMW Rules)
FORM VII	Notice of commencement/ completion of work (under CLRA and BOCW Rules)
FORM VIII	Service Certificate (under 3 Rules)
FORM IX	Certificate of Medical Examination (under BOCW Rules)
FORM X	Report on recruitment and employment of workmen and cessation of employment of workmen (under ISMW Rules) migrant
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)

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

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

13.0 SAFETY CONDITION:-

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, belt rope, rubber gloves, earth rod, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail. The earth rod should be checked periodically to ensure that tightness of bolts of the copper plates and to ensure it is free of corrosion.
- (ii) Proper good and sound 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 office or in the works spot.
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the office or in the works spot.
- (v) Technically skilled and also safety oriented supervisor should supervise the work at all

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26

time.

(vi) If any accident occurs, it should be informed to the concerned officer of TNPGCL in writing by the concerned contractors 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) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding or electrocution.

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 the workmen

(viii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-

(a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.

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

(ix) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

(x) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulations appended to these conditions shall be final and binding and deductions for recovery of such liquidated

(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

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26

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.

14.0: VENDOR REGISTRATION:

The Vendor registration is mandatory and the vendor portal (<http://exam.tnebnet.org/tnebvendor/>) is made available in Public website to access by all vendors.

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26**SECTION - VIII - FORMATS****SCHEDULE-A PRICE BID**

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

NAME OF WORK: MTPS-II (1x600MW) – Mech-II circle – CHP-II Division – Supply, Erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing (in service) in Stacker-cum-Reclaimer-I, including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc.,

Period of Work : 5 months from the date of receipt of acceptance letter (Including supply of materials and erection at site).

Sl. No.	Qty.	Unit	Description	Unit Rate in Figure & words Rs.	Amount in Rs.
1	1	No.	<p>Supply, Erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing (in service) in Stacker-cum-Reclaimer-I, including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc.,</p> <p><u>Technical Specification Slewing Bearing:</u></p> <p>a) Drawing No: 121.32.4000.000.41.1522 of THYSSENKRUPP ROTHE ERDE</p> <p>b) Make: THYSSENKRUPP ROTHE ERDE / LIEBHERR / SKF or Equivalent</p> <p>c) Rolling element Dia : 32 mm</p> <p>d) Track dia : 4000 mm</p> <p>e) Pitch circle dia of gear : 4200mm</p> <p>f) No of teeth : 210</p> <p>g) Module of gear : 20</p> <p>h) Pressure angle of gear : 20°</p> <p>i) Material of Rings : 42 CRMO4V</p>		

(Rate should be quoted inclusive of all. The EPF and ESI will not be reimbursed.

However the documentary evidence for having remitted EPF & ESI at actual has to be submitted along with invoice and declaration as per Annexure –A)

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26

Put a tick mark In the appropriate Box

PAN NO

GST NO

(i) Percentage of GST (For bidders within TN)

SGST

CGST

(ii) Percentage of GST (For bidders outside TN)

EPF and ESI:

EPF Main Code No:

ESI Main Code No:

I agree to abide by the terms and conditions of the above specification.

NOTE:

While quoting the rates, the bidder shall indicate the HSN/ SAC code as per GST Act.

Place :

SIGNATURE OF THE TENDERER

Date :

NAME WITH ADDRESS

Sd/- dt.31.12.2025
Chief Engineer,
Mettur Thermal Power Station -II
Mettur Dam -6

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26**SECTION – B1**
SCHEDULE OF WORK AND DELIVERY PERIOD

(To be filled in by the
Tenderer)

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

Company Seal:

Signature :

Date:

Designation:

Company:

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26**SECTION – C1**
DEVIATION FROM TECHNICAL SPECIFICATION

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

SECTION NO.	CLAUSE NO.	EXISTING CLAUSE	DEVIATION

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

Company

Seal:

Signature

: Designation

: Company :

Date :

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26**SECTION – C2****DEVIATION FROM COMMERCIAL SPECIFICATION**

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

SECTION NO.	CLAUSE NO.	EXISTING CLAUSE	DEVIATION

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

Company

Seal:

Signature

: Designation :

Company

:

Date :

SCHEDULE-D

STATEMENT OF WORK ORDERS - EXECUTED / UNDER EXECUTION DURING
THE PAST FIFTEEN YEARS AS ON THE DATE OF TENDER

Purchase/work orders and their connected End User Certificates

Sl. No.	Name & Address of the Organization	Work Order No. & Date and whether copy Enclosed	Value of Order in Rs. Lakhs*	Schedule Date of Completion of Order.	Actual Date of Completion of Order.	Date of Successful commissioning	Whether End User Certificate enclosed yes/No If yes Date of issue of End user certificate	Period of satisfactory Performance as per End User Certificate
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Total number of orders uploaded in full shape :

Total number of connected end user Certificates uploaded in full shape:

Note: 1) (*) Split up details such as price, may be enclosed separately.

2) Copies of orders in full shape and End User Certificate with date of Successful Commissioning shall be uploaded in full shape.

Company

Seal:

Signature :

Designation:
Company :

Date : _____

SCHEDULE – E

DECLARATION FORM

(To be signed by the tenderer)

Strike off, whichever is not
applicable:

To

The Chief Engineer,
Mettur Thermal Power Station II,
Tamil Nadu Power Generation and Corporation Limited,
Mettur Dam – 636 401, Tamil Nadu

Dear
Sir,

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

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

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26

SCHEDULE – F

UNDERTAKING FOR PAYMENT OF DUES TO TNPGL

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

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

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

TO AND IN FAVOUR OF..... Tamil Nadu Power Generation and Corporation Limited,, a Body Corporate, incorporated under Companies Act 1956, having its office at MTPS-II, Mettur Dam – 636 401, herein called the "TNPGL" (which expression shall where the context so admits mean and include its successors in office and Assigns.)

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

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

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

IN THE PRESENCE OF WITNESSES:

1) Signature :

Name in Block Letters :

Full Postal Address with Pin code :

2) Signature :

Name in Block Letters :

Full Postal Address with Pin code :

NAME :

DESIGNATION :

DATE :

COMPANY SEAL :

SIGNATURE OF THE TENDERER.

To,

The Chief Engineer,
Mettur Thermal Power Station - II,
TNPGL,
Mettur Dam-636406.

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26**SCHEDULE – G**
Electronic Fund Transfer

Dear Sirs,

We, hereby authorize the TNPGL to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1	Name of the ACCNT. HOLDER /BENEFICIARY	
2	BANK PARTICULARS: (ENCLOSE COPY OF A CANCELLED CHEQUE)	
a	BANK NAME	
b	ACCOUNT NUMBER	
c	IFSC CODE	
d	MICR CODE	
e	ACCOUNT TYPE	
f	BRANCH CODE	
g	BRANCH ADDRESS	
h	BANK TELEPHONE NO. (WITH STD CODE)	
i	BANK FAX NO (WITH STD CODE)	
j	E-MAIL Address for Intimation regarding release of payments	

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is affected at all for reasons of incomplete or incorrect information I / We held responsible.

Bidder with seal

SIGNATURE DATE

SCHEDULE-H

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

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

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

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

AND WHEREAS in accordance with terms of the above mentioned Purchase Order, the contractor has to furnish an undertaking to the effect that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than in the Madras High Court, Chennai or District Court at Salem or Sub-court at Mettur Dam or at the District Munsif Court at Mettur Dam as the case may be.

IN CONSIDERATION of the TNPGL having agreed to accept the undertaking the contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any Court, save in the Madras High Court at Chennai or District Court at Salem or Sub-Court at Mettur Dam or at the District Munsif Court at METTUR DAM as the case may be. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu, and rest within the jurisdiction of Courts outside the State of Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction.

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

COMPANY SEAL:

SIGNATURE:

DESIGNATION :

COMPANY

DATE

:

WITNESSES:

1)

2)

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26

SCHEDULE-I

TENDER ACCEPTANCE LETTER (e-tender)

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

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

Date:

To

The Chief Engineer,
Mettur Thermal Power Station II,
Tamil Nadu Power Generation and Corporation Limited,
Mettur Dam – 636 401, Tamil Nadu.

Dear

Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No: SPECN NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025 -2026
OPENING DUE ON 13.01.2026

Name of Tender/Work: MTPS-II (1x600MW) – Mech-II circle – CHP-II Division – Supply, Erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing (in service) in Stacker-cum-Reclaimer-I, including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc.,

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26

SCHEDULE-J

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

To

Date :

The Chief Engineer,
Mettur Thermal Power Station-II,
Mettur Dam – 636 401

I/We hereby declare and confirm that we are registered vendor under GST Act having
GSTIN _____ in state of _____. Our
applicable GST @____ % Extra / GST @____ % Inclusive against this Tender
specification No. / Enquiry No ___, dt. __ SAC code ___ is under HSN /SAC Code

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

I/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 I/we
hereby declare that we are extending of _____% as rebate in my/our awarded
price against input tax credit
benefit.

(OR)

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

Signature of bidder with Company
Seal

Note :

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

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No.17/2025-26

SCHEDULE - K

UNDERTAKING

(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 execution of the respective contracts, and in case, if there is any shortfall of discharging the EPF & ESI obligations on our part (Contractor) at later date, TNPGL shall not be responsible for the consequent Legal/Financial obligations.

Date :

Place :

Authorized Signatory
(Contractor with seal)

SCHEDULE - I

DECLARATION PURSUANT TO THE SECTION 206AB

This is to declare that.....(name of the supplier) have filed the Return Of Income (ROI) under the relevant provisions of the Income Tax Act 1961 for the assessment year 2021-22 (FY 2020-21) within the due date as per the provisions of the said ACT. Permanent Account number of the company (PAN of our company/ FIRM/Individual is.....). The details of return of income filed are as below:

SL.NO.	Assessment Year	Acknowledgment No.	Date of Filing
1	2022-23		
2	2023-24		
3	2024-25		

Place:

Date:

(Authorized Signatory)

Signature & Seal

FORMAT- I
BANK GUARANTEE FOR EMD

(B.G for EMD shall be executed on Non judicial stamp paper of Rs. 500/-) Beneficiary:-----
----- Date:----- Bid Guarantee No:_____

I/We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) for the execution of work Supply, Erection and commissioning of 1 No. Ball and Roller combination Slewing Bearing with external gear teeth with replacement of the failed slewing bearing (in service) in Stacker-cum-Reclaimer-I, including supply of required consumable materials, iron & steel, fasteners, hire charges for mobile cranes, tractors, trailer, T&Ps etc., - Under Open e-tender/Two part system at Mettur Thermal Power Station-II, Mettur Dam, Tamil Nadu.

Furthermore, I/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)

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No. 17/2025 -2026

DRAFT UNDERTAKING IN LIEU OF PAYMENT OF EARNEST MONEY DEPOSIT

Specn.No. CE/MTPS-II/SE/MECH-II/CHP-II/ OT.No. 17/2025-26.

To executed in a Non-Judicial Stamp paper of Rs.500/-

THIS UNDERTAKING executed at - - - - -

- On this the - - - - - date of - - - - -

- - - - - By M/s. - - - - -

- - - a company registered under companies Act, 1956, having its registered office at - - -

- - - - - herein after called the tenderer " TO AND IN FAVOUR OF TNPGL " a body corporate constituted under the Electricity (Supply) Act, 1948, having its office at NPKRR Maaligai, Electricity avenue, 144, Anna Salai, Chennai - 600 002 represented by the Superintending Engineer/Electrical Systems/Mettur Thermal Power Station-II/Mettur Dam (herein after called the TNPGL)

WHEREAS the contract is for the work of - - - - -

- In terms of the tender specification sl No: - - - - - dated - - -

AND WHEREAS in accordance with clause - - - - -

of the above said Tender specification, the tenderer has to furnish Earnest Money Deposit of Rs. - - -

- - - (Rupees - - - - -

- - - only)

AND WHEREAS the tenderer has requested the TNPGL to accept an undertaking in-lieu of payment in cash towards Earnest Money Deposit.

AND WHEREAS the TNPGL has accepted the request of the tenderer subject to his executing an undertaking to pay to the TNPGL not exceeding Rs. - - - - - (Rupees - - - - - only) representing the Earnest Money Deposit together with costs in case of non-fulfillment of the conditions stipulated in the Tender specification or the conditions stipulated in the contract by the tenderer. IN CONSIDERATION of the TNPGL having agreed to accept an undertaking from the tenderer in-lieu of Earnest Money Deposit payment in cash, the tenderer undertakes to pay the sum of Rs. - - - - - (Rupees - - -

- - - - - only) Immediately when a demand is raised by TNPGL against the tenderer without any demur in the event of the following:

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit

SPECIFICATION NO: CE/MTPS-II/SE/M-II/CHP-II/OT.No. 17/2025 -2026

- ii) It revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the tender specification No: - - - - - dt. - - -

NOW, THE CONDITION OF THE ABOVE WRITTEN UNDERTAKINGS IS such that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above written undertaking shall be void, otherwise the same shall remain in full force.

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

- - - - - for and on behalf of the tenderer has signed this undertaking on the day,
the month and year first above written.

SIGNATURE

(Name in Block Letters)

In the presence of Witnesses:

1)

2)

(Name & Address in Block letters)

ANNEXURE – I

INDEMNITY BOND AND CERTIFICATE FOR EPF & ESI

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

EPF Code No. of the firm:

ESI Code No. of the firm:

ANNEXURE

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

Summary:

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

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

..... works, for the month of

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

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

INDEMNITY BOND:-

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

Signature of bidder with Company Seal

ANNEXURE – II
C E R T I F I C A T E

To

(Name and address of the
selling Dealer)

.....
.....

GST NO.

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

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

(Rupees only).

Place : Date :

(SIGNATURE)

Name :

Status :

Seal of Office :

ANNEXURE-A
Declaration towards EPF & ESI remittances

Name of the contractor:

EPF Main code number:

ESI Main code number:

Nature of the work:

Contract /K2 agreement No:

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

Authorized Signatory of the Contractor
(With name, designation, seal and company seal)

Date:

Place:

CHECK LIST

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

1 EMD: Rs.3,54,000/-

a The e-receipt of payment of EMD through NEFT/RTGS through Account Transfer.

b The proof of exemption of EMD i.e SSI or NSIC/MSME/ Acknowledgment Part – II

C Declaration in lieu of EMD

d Bank Guarantee for EMD

2 EMD: Rs.3,54,000/-

a Manufacturer proof i.e ISO certification / License to manufacture / any other valid evidence for manufacturing

b Experience proof i.e Order copies

c End user certificate (for the above orders)

d Copy of Profit and Loss account for the year 2022-23

Copy of Profit and Loss account for the year 2023-24

Copy of Profit and Loss account for the year 2024-25

e Copy of Balance Sheet for the year 2022-23

Copy of Balance Sheet for the year 2023-24

Copy of Balance Sheet for the year 2024-25

f Attested copy of Annual Turn Over certified by practicing
Chartered Accountant

4 Technical Bid

5 Financial Bid

6 Furnishing of Schedule A to J (Relevant Schedules only)

Details on Contact person, Full office address, Factory address, email, contact number, Registration numbers

Note: All the boxes should be marked