



**TAMIL NADU POWER GENERATION CORPORATION LIMITED**

**TENDER SPECIFICATION**

**FOR**

**TPPS – Mech.II – AHP - Unit 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 56,000 MT fly ash in Unit-III to V from the date of handing over of site**

**THROUGH E-TENDERING  
(Through NIC Platform)**

**SPECIFICATION NO. CE/TPPS/SE/M.II/No.68/2026-2027**

**OPEN TENDER / TWO PART SYSTEM  
e-Tendering system**

**Due date and time for Opening of Tender: 09.02.2026 @ 14.00 Hrs.**

**OFFICE OF THE  
CHIEF ENGINEER  
TUTICORIN THERMAL POWER STATION,  
TUTICORIN – 628 004.**

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

**TAMIL NADU POWER GENERATION CORPORATION LIMITED**  
**FOREWORD FOR SPECIFICATION NO. CE/TPPS/SE/M.II/No.68/2026-2027**

1	Tender Specification No.	CE/TPPS/SE/M.II/No.68/2026-2027				
2	Name of Work	<b>e-Tender</b> for TPPS – Mech.II – AHP - Unit 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 56,000 MT fly ash in Unit-III to V from the date of handing over of site				
3	Quantity	As Per Schedule				
4	Method of Tender	<b>Open Tender / Two part - e-Tender System</b> (Online submission of Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> of NIC.)				
5	a) Earnest Money Deposit (EMD)	<b>Rs.36,800/- (Rupees Thirty six thousand and eight hundred only) to be paid through online payment gateway.</b> <b>The online payment Gateway has been enabled for TANGEDCO in TN Tenders portal (www.tntenders.gov.in). The payment for EMD will be carried out by the Bidders only through online payment mode.</b>				
	b) Permanent EMD	PEMD holders of Rs.20 lakhs and above at TNPGCL erstwhile TANGEDCO headquarters or at TPPS held under revised slab are exempted from payment of EMD.				
	c) EMD Exemption Categories	The exempted categories of tenderers as given in Section-I Micro and Small Enterprises located <b>inside the state of Tamil Nadu</b> are eligible for exemption of EMD against submission of documents as detailed in Section-I.				
6	URL for <b>online bid submission for e-tender</b>	<a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a>				
7	Last date for submission of EMD	<b>07.02.2026 @ 14.00 Hrs.</b>				
8	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	<b>07.02.2026 @ 14.00 Hrs.</b>				
9	Date & time of opening of tender electronically	<b>09.02.2026 @ 14.00 Hrs.</b>				
10	Specification at website	The tender specification will be placed at the following Web sites. The prospective bidders may download the same. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center; padding: 2px;">TANGEDCO</td> <td style="width: 15%; text-align: center; padding: 2px;"><a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a></td> </tr> <tr> <td style="width: 15%; text-align: center; padding: 2px;">NIC</td> <td style="width: 15%; text-align: center; padding: 2px;"><a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a></td> </tr> </table>	TANGEDCO	<a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a>	NIC	<a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a>
TANGEDCO	<a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a>					
NIC	<a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a>					
11	Documents to be uploaded by the Tenderers during e-submission	Schedules "B" to "G" & Declaration (Format III) and other documents whichever is applicable.				
12	Clarification to be sought for from	Superintending Engineer Mechanical –II, TPPS, Tuticorin-628004. Phone: 0461-2352363 & E-Mail: <a href="mailto:sem2tppps@tnebnet.org">sem2tppps@tnebnet.org</a>				
13	Place at which tenders will be opened electronically	Office of the Superintending Engineer Mechanical –II TPPS, Tuticorin-628004.				

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## **SECTION-I**

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

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

#### **REGISTRATION:**

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

#### **7) Correspondence details : For queries related to registration and online bidding (NIC):**

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

#### **SEARCHING FOR TENDER DOCUMENTS**

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

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

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

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

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

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

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

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

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

3) Bidder has to select the payment option as "Online" to pay the EMD amount through RTGS/NEFT or by way of account transfer 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](http://www.tntenders.gov.in)). The payment for 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 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.

- 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) A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
- 11) The TNPGCL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPGCL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

**Late Bids:**

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

**Modification and withdrawal of bids:**

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

**ASSISTANCE TO BIDDERS:**

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

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

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

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**Section - II**  
**EARNEST MONEY DEPOSIT**

**1. Earnest Money Deposit:**

- i. Tenderer should pay the specified amount towards Earnest Money Deposit as follows:-  
**EMD: Rs.36,800/- (Rupees Thirty six thousand and eight hundred only)**
- i(i). The Earnest Money Deposit specified above **to be paid through online payment Gateway mode.**
- i(ii). If submitting Earnest Money Deposit as PEMD/Udyam(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.
- i(iii). PEMD holders of Rs.20 lakhs and above at TNPGCL headquarters or at TPPS held under revised slab are exempted from payment of EMD.
- i(iv). After confirming the EMD paid amount / Exemption uploaded, then only the system /tender portal will allow to submit the technical and financial bids.

**i(iv). Mode of Payment:**

- a) The online payment Gateway has been enabled for TNPGCL in TN Tenders portal ([www.tntenders.gov.in](http://www.tntenders.gov.in)). All the payments for the tenders like Earnest Money Deposit will be carried out by the Tenderer only through online payment mode. The Earnest Money Deposit amount should be the exact amount and no excess or less amount should be transferred through online payment gateway services of State Bank of India (SBI). If excess or short, the tender status will be shown as invalid. The Earnest Money Deposit payment to be made only single payment.
- ii. The Tenderers, who are valid Permanent EMD holder with TNPGCL erstwhile TANGEDCO for an amount of Rs.20,00,000/- and above are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

PEMD holders of Rs.20 lakhs and above at TNPGCL headquarters or at TPPS held under revised slab are exempted from payment of EMD.

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

- iii. The EMD will not carry any interest.
- iv. The Earnest Money Deposit will be auto refunded to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender.

- v. 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.
- v(i). 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.
- v(ii). If the offer is found to be bogus or false during evaluation, EMD made by Tenderer will be forfeited. Any other mode of payment of EMD other than on line payment /PEMD shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.

PEMD holders of Rs.20 lakhs and above at TNPGCL headquarters or at TPPS held under revised slab are exempted from payment of EMD.

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

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

- 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 this tender and whenever it is deemed necessary, the TNPGCL 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".**
- b. Departments of the Government of Tamil Nadu.
- c. Undertakings and Corporations owned by the Government of Tamil Nadu.
- d. Labour Contract Co-operative Societies registered within Tamil Nadu.
- e. **The Micro & Small Enterprises having provisional registration certificate are not eligible for exemption.**
- f. **Bidders shall submit an undertaking in the form as per Format-I that they would pay penalty an amount equivalent to Earnest Money Deposit in the event of non – fulfillment or non – observance of any of the conditions stipulated.**

**Note:**

1. Central and other State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.
2. The industries who are exempted from payment of EMD, subject to the enterprise registered under the ministry of MSME shall register itself under Udyam Registration.
3. Only enterprises which comes under MICRO and SMALL categories are eligible for EMD exemption.
4. The SSI Units located outside the State of Tamilnadu are not eligible for exemption from payment of EMD in TNPGCL tenders against Udyam Registration Certificate even though registered in Udyam portal for tendered items.

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

**vi (i) Classification of Enterprises:**

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

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

**vi(ii) Calculation of Turnover:**

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

The turn over details certified by Charted Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover to be uploaded.

**vi(iii) Calculation of Investment:**

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

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

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

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

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

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

I. **Copy of Udyam Registration Certificate/NSIC**

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

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

III. **Those tenderers under exempted category from payment of EMD shall upload an undertaking in lieu of EMD as per Format I duly filled up and signed in Rs.500/- Non Judicial Stamp Paper by the bidders as acceptance to pay as penalty an amount equivalent to EMD, together with cost if any, in the event of non-fulfillment or non- observance of any of the conditions stipulated in the contract consequent to such breach of contract.**

**The Undertaking in lieu of EMD shall be submitted in original by the bidder after Tender Opening in addition to uploading of it in the Portal, failing which the offer is liable for rejection.**

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

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

- a) If the documentary evidences towards Exemption from payment of EMD are not uploaded.
- b) Exempted Tenderers are to produce copy of their Registration Certificate, showing the materials/services which they are permitted to manufacture/services and the PERIOD OF VALIDITY OF CERTIFICATE.

c) Exemption of EMD is allowed to the units for those materials/services in their SSI Units. If the tendered items are not on their manufacturing/service range, the tenderer cannot claim exemption from payment of EMD and such tenders will be rejected straight away.

d) If not furnished the details for investment held in Plant and Machinery or Equipment and Annual turnover value certified by Chartered Accountant.

e) If not furnished the Undertaking in lieu of exemption of EMD specified under Sl.No.vii (III).

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

The proof of Permanent EMD certificate / details

(OR)

The proof for exemption of EMD and certificate towards Investment held in plant & machinery and certificate for Annual turnover certified by Chartered Accountant and undertaking in lieu of EMD as per Format - I

**x) REFUND OF EMD:**

(i) The Earnest Money Deposit will be refunded automatically to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender. i.e. after technical evaluation.

(ii) The Earnest Money Deposit will be refunded automatically to the eligible tenderer who have not received the detailed Purchase order. i.e. after issue of Award Of Contract.

(iii) The Earnest Money Deposit will be transferred to TNPGCL account in the case of successful tenderer on receipt of detailed Purchase Order and will not carry any interest. The Earnest Money Deposit will be adjusted in the Security cum Performance Guarantee.

(iv) The refund of EMD will be made to the bank account from which EMD is paid by the bidder through portal.

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

a) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.

b) If he revises any of the terms quoted during the validity period.

c) If he violates any of the conditions of the Tender specification.

d) If the documents furnished with the offer being found to be bogus or the documents contain false particulars.

- e) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TNPGL Limited.
- f) In case of tenderers participating on the strength of Exception Categories, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.
- g) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TNPGL.

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

**2. PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

The Tenderer shall indicate the Permanent Account Number (PAN) issued by Government of India, Income Tax Department and GSTIN number of the firm and the copy of the same should be enclosed with the tender.

**2.1. "The tenderer should quote their rates taking into account the Input Tax Credit (ITC) relief available to them on account of GST already paid.**

**2.2. The bidder shall furnish the declaration in respect of passing of ITC benefit as per sec 171 of CGST Act as rebate in the price offered. In the event of 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.**

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### **SECTION - III**

#### **BID QUALIFICATION REQUIREMENTS**

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

1. The bidders should be an individual (or) a company having previous experience as a principal contractor in carrying out the operation and maintenance of Programmable Logic Control (PLC) based Pressurized Dense Fly Ash Collection System (PDFACS) including supply of man power, spares and consumables for a period of minimum one year continuously within the last ten (10) years from the date of tender opening in two units (2 x 210 MW) or more units of 210 MW capacity or above in any one of the Thermal Power Stations of TNPGCL (TANGEDCO, TNEB) / Public sector undertakings / other state Electricity Boards / Government Organisation / Government undertaking. The experience without scope for supply of spares will not be considered. Joint ventures / consortium are not considered. The Bidder should have executed the above mentioned work in any Power Plant for a value amounting to not less than Rs.12.29 lakhs in a single agreement in their own name in last ten years.
2. The bidders shall upload copy of the orders for having executed the above works and End user certificate for the performance of the above works. In case the above works were carried out in TNPGCL (TANGEDCO, TNEB), the End user certificate shall be obtained by the Tender inviting authority directly from the concerned organization. However in case of other organizations, performance certificate should be obtained and furnished by the bidder along with the offer. If the performance certificate is not furnished along with the offer, the offer will be rejected.
3. The Annual Turn Over of the bidders shall be more than **Rs.12.29 Lakhs** in any one of the preceding 3 financial years i.e. (2021-22; 2022-23; 2023-24). In case of companies registered under Company's Act, copy of the Audited Financial Statements like Profit & Loss Account and Balance Sheet for the above 3 years may be **scanned and uploaded**. In case of others, the copy of Annual Turnover certified by the practicing Chartered Accountant for all the above three years may be **scanned and uploaded** as documentary proof to ensure the turnover criteria.

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

4. The experience in the capacity of sub contractor will not be considered.
5. The Bids not satisfying / meeting the above BQR will be summarily rejected.
6. Documentary evidence in support of all the above requirements shall necessarily be scanned and uploaded during e-submission of tender. In the absence of uploading of above supporting documents, the offer will be summarily rejected.

\* \* \* \*

**SECTION – IV**  
**REJECTION OF TENDERS**

**I. Tender will be summarily rejected if**

- a) Not accompanied by the EMD (or) Proof of exemption from payment of EMD (or) Proof of PEMD.
- b) Not meeting the Bid Qualification Requirements.
- c) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
- d) The offers received from bidder who had not registered themselves with GST and not submitted GSTIN will be summarily rejected.

**II. Tender is liable for rejection if it is**

- a) Not in the prescribed form of Schedules A to G enclosed in this specification.
- b) Not properly signed by the tenderer.
- c) Received after the expiry of the due date and time.
- d) Not in conformity with the corporation's commercial terms and technical specifications.
- e) Received by Fax or E-mail
- f) Received from the tenderer who is directly or indirectly connected with Government service or corporation service or service of Local Authority.
- g) Received from the tenderer whose past performance/ Vendor rating is not satisfactory.
- h) Received from the Black listed firm or contractor.
- i) With validity period less than that specified in the specification.
- j) Incomplete and evasive offer.
- k) Received from NSIC/ OSIC / SIDCO or any other consortium formed by SSI Units.
- l) Received without the details of their past performance.
- m) Received with insufficient quality assurance plan.
- n) The tenderer who are not having separate ESI code and EPF code.
- o) The tenderer who are not having valid GSTIN registration.
- p) GST is not active at the time of opening the tender.

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## SECTION – V

### INSTRUCTION TO BIDDERS

#### **1.0 GENERAL:**

e-Tenders are invited against the "Tender Specification No. CE/TTPS/SE/M.II/ No.68/2026-2027" for "**TPPS – Mech.II – AHP - Unit 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 56,000 MT fly ash in Unit-III to V from the date of handing over of site**".

#### **2.0 SUBMISSION OF TENDER OFFER:**

Tendering procedure has been detailed in Section I 'Instruction to Bidders for Submission of Online Bids in e-Tender'

#### **3.0 MODIFICATIONS / CLARIFICATIONS TO TENDER DOCUMENTS**

- 3.1 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 the same will be uploaded as corrigendum which can be downloaded from the Vendor login .
- 3.2 The offer shall be furnished in the <https://tntenders.gov.in/nic gep/app> as per the price schedule enclosed to this specification only. Offers furnished in the other formats are liable for rejection.
- 3.3 Tenderers are advised to peruse all the clauses in the specification and Instructions to tenderers before quoting.
- 3.4 If a tenderer has any doubt in the meaning of any of the clauses in the specification, he is advised to seek clarification on the same from **The Superintending Engineer/Mechanical - II, Tuticorin Thermal Power Station, Tuticorin-4**. The clarification if any sought for by the tenderer before 48 Hrs. of the opening of the tender will be replied to.
- 3.5 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer/Mechanical - II, Tuticorin Thermal Power Station, Tuticorin-4 on the clarifications will be final and binding on the Tender.
- 3.6 Schedule A to G and other required documents shall be prepared by typing or printing in the formats enclosed with this specification.
- 3.7 All information in the documents 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 OPENING OF TENDER:**

##### **4.1 OPENING OF COMMERCIAL & TECHNICAL BIDS (PART-I):**

The Tender offers except price Bid will be opened electronically at 14.00 Hrs. on the date notified at the Office of the Superintending Engineer, Mechanical-II / Tuticorin Thermal Power Station, Tuticorin-628004, through <https://tntenders.gov.in/nic gep/app>. **Tenderers need not to visit TPPS office during tender opening, whereas tenderers can witness the tender opening event through their login.**

If the date of opening of tender is declared as holiday or if there is any Technical difficulty due to internet connectivity, the tender will be opened on the next working day.

#### **4.2 OPENING OF THE PRICE BIDS: (PART - II)**

**In the case of Two Part Tender System,** the date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.

#### **5.0. ANALYSIS OF TENDERS:**

- 5.1 GST will be included for the purpose of comparison of prices. As the price is all inclusive, no increase in levies will be considered. The evaluation shall include all Taxes wherever applicable.  
However the percentage and amount applicable towards GST shall also be indicated in the tender separately in Schedule – A.
- 5.2 The stipulation 'no increase in price will be considered' is not applicable to decrease/increase in taxes due to statutory variation on taxes. But, if the tenderer comes into different tax slab and therefore has to pay higher taxes, they alone will have to absorb it. The increase in Taxes due to statutory variation beyond the prescribed time schedule shall be to the account of Contractor.
- 5.3 The Tenderers are therefore requested to give break up for all taxes adopted by them in the offer or their quoted rate and these rates will form the basis for regulating the variation in statutory levies subsequent to the opening of the tender.

#### **6.0 RIGHTS TO THE CORPORATION:**

- 6.1 After negotiation with the tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by the tenderer is high, the tender is liable for rejection.
- 6.2 Not to accept the lowest or any tender without assigning any reason.
- 6.3 Not notwithstanding anything contained in this specification, the corporation reserves the right.
  - a) To divide, split and award contracts to one or more contractors for the items covered by this specification.
  - b) To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of the corporation for good and sufficient reasons.
  - c) To revise the quantum of works and delivery schedule of any or all the items covered by this enquiry during the tendency of the contract.
  - d) To vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender document.
  - e) To cancel the order for not keeping up the scheduled period.

## **7.0 EVALUATION AND COMPARISON OF TENDER OFFERS:**

- 7.1 The bid evaluation shall be done as per Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules 2000.
- 7.2 The evaluation will be done based on the GST rates quoted by the bidders.
- 7.3 In case of discrepancy between the prices quoted in words & figures, the lower of the two shall be considered.
- 7.4 The quoted prices shall be corrected for arithmetical errors.
- 7.5 This being a Turnkey contract the L1 tenderer will be decided for the total contract value not for the individual item.

## **8.0 DEVIATIONS:**

Offers from tenderers conforming to this tender specification will be preferred. Any deviations either in the technical terms or in the commercial terms of the tender specification shall be indicated in the schedule "B & C" only. Any other deviation mentioned elsewhere other than the schedule "B & C" will be ignored and it will be construed that the offer is as per specification.

- 9.0 The tenderers are requested to furnish the exact locations of their Office with details of address in their tenders to enable inspection by the corporation, if considered necessary.

## **10.0 MOST RESPONSIVE OFFER:**

The Tender offers accepting all commercial Terms of the specification will be treated as most responsive offer. Technical deviations adopting latest technology and which will upgrade the working conditions of the system only are acceptable.

## **11. SCHEDULES AND FORMATS:**

The following Schedules and Annexures are enclosed with the specification for reference and fill up wherever necessary. The tenderer shall furnish all the required details without fail as per the schedules enclosed.

### **a) SCHEDULES:**

- Schedule A : Price
- Schedule B : Deviation from Technical Specification
- Schedule C : Deviation from Commercial Terms
- Schedule D : Past Performance Details.
- Schedule E : Undertaking for payment of Dues to TNEB.
- Schedule F : Undertaking for legal Proceedings Jurisdiction.
- Schedule G : Tender Form

- b) Format**
  - I. Undertaking in Lieu of E.M.D.
  - II. Bank Guarantee for Security Deposit
  - III. (e-Tender) Declaration form

- c) Annexure:**
  - A. Draft Agreement
  - B. Declaration towards EPF & ESI remittances
  - C. Declaration for Input Tax Credit

**12. POTENTIALLY SICK UNIT:**

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

**13. APPEAL:**

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

**14. IMPORTANT NOTE:**

- i) The tenderers shall fill up the Schedules – A to G enclosed with the specification and furnish them along with the tender, failing which the tender is liable for rejection.
- ii) Please note that NO ALTERNATE OFFER WILL BE ACCEPTED.

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## SECTION – VI

COMMERCIAL TERMS AND CONDITIONS1.0. **GENERAL:**

The scope of present work involve **TPPS – Mech.II – AHP - Unit 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 56,000 MT fly ash in Unit-III to V from the date of handing over of site**

1.1 This specification is intended to cover:

1	Charges for Operation and Maintenance of PDFAC & Wet system consists of PLC, Switch gear panels, modules, breakers, transformer, Fly ash conveying air compressors, Instrument air compressors and Auxiliaries, PDFACS equipment, Wet system flushing apparatus & flushing water pipe lines in ESP area and renewal of fly ash conveying pipe lines from ESP to silo top including structural supports, Painting, Operation and Maintenance of silo compressors and its related equipments inclusive of loading fly ash vehicles round the clock, cleaning of unit silo and surrounding areas and silo approach road, cleaning of ESP and surrounding area, cleaning the trenches inside ESP, Charges for personal protective safety equipments, testing and certification of fitting tools & tackles license fees for pressure vessels and related pneumatic equipments & including all the required spares and consumables for the entire system of PDFACS of all the unit-3,4 & 5.
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1.2 The scope of the contract shall be as detailed in SECTION-VII of this Specification.

2.0. **Location:**

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

3.1. **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 etc., must be supplied by the tenderer. The tenders not containing the complete details as above are liable for rejection.

4.0. **PRICE:**

The tenderers can inspect the PDFAC system at TPPS site and quote as per scope of work at FIRM price in **Indian Rupees only** as per Schedule-A. after detailed examination of the **PDFAC system and wet sluice system in Unit 3, 4 & 5 ESP**

No increase in price will be admissible on any grounds. The quoted price shall include cost of works & GST furnished separately.

#### **5.0. Validity of Tenders:**

- 5.1 The tender offer shall be kept valid for acceptance for a period of 90 days from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 5.2. 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 TNPGCL.

#### **6.0. PAYMENT TERMS:**

The payment for the actual works completed as per schedule and scope of work will be made to the contractor on successful completion of work normally.

- i) ✓95% payment will be paid within 90 days from the date of satisfactory completion of work. Balance 5% will be paid within reasonable time thereafter/after completion of Guarantee period. In case of delay in completion of works, 95% payment shall be released within 90 days after deducting LD.
- ii) For the delayed payment, if any, the simple interest shall be paid by TNPGCL at the SBI three months MCLR rate for the delayed period beyond 90 days. The contractor has to produce the bills with required documents along with materials / completion of works to avail the above benefit. If any delay occurs in producing invoice with required documents, TNPGCL will not be held any responsible for that delay. Advance payment or payment against dispatch documents through Bank will not be accepted.
- iii) When there are complaints from the labours department about non-payment of wages to the labourers employed by the contractor for the execution of work under agreement, the Engineers shall have full powers to withhold the bills claimed by the contractor pending clearance certification from the labour department and act as per direction given by the labour department.
- iv) It shall be accepted as a condition on contract that the payment of final bill to the contractor less the withheld amount and his acceptance thereof shall constitute a full and absolute release of the corporation from all further claims by the contractor under the contract.
- v) Payment for any additional work shall be payable against separate orders after completion of such works and after obtaining the approval of Competent authority.

#### **7.0 Force Majeure:**

- 7.1. If at any time, during the continuance of the contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of

God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the corporation within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to 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.

7.2. Provided that if the performance in whole or part by the contractor on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the corporation may at its option terminate this contract by a notice in writing.

## **8.0 Period of work**

50 days from the date of handing over of site (or) disposal of 56,000 MT quantity of fly ash (or) upto the completion of full quantity which ever is earlier.

## **9.0. LIQUIDATED DAMAGES:**

The work completion period as specified in clause (8.0) should be guaranteed by the contractor under the liquidated damages clause given below:-

If the contractor fails to complete the work within the time specified in the contract or any extension thereof, the purchaser shall recover from the contractor as liquidated damages, a sum of HALF PERCENT (0.5%) of the total contract price for each completed week of delay. The total liquidated damages shall not exceed TEN PERCENT (10%) of the contract price of the work portion so delayed. Only the date of satisfactory completion for the work portion will be taken for this purpose, and

If works to be rendered are made by the contractor beyond the period of completion and if they are accepted by the corporation, such acceptance is without prejudice to corporation's right to levy liquidated damages for the delay in works.

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

## **10.0. SECURITY DEPOSIT:**

10.1 The successful tenderer will have to pay Security deposit for 5% of the Work Awarding Order value inclusive of EMD paid which have to be furnished in the form of NEFT/RTGS/IMPS or Banker's Cheque or Demand Draft in favour of SE/P&A/TPPS payable at Tuticorin/ Irrevocable Bank Guarantee within 15 days of receipt of WAO (or) before taking over of site whichever is earlier. In the event of failure to remit security deposit within the prescribed period, EMD may be forfeited and the order may be cancelled without any further notice. The security deposit will not carry any interest. Security Deposit will be refunded only if the work is completed satisfactorily and after the final bill is audited by Audit. For belated submission of SD amount the penal interest rate of 12% per annum for the delayed period shall be levied.

- 10.2 The Security Deposit furnished shall be towards proper fulfillment of the contract of the works carried out. In case of BG, the SD shall be valid / extended for the entire period of Work.
- 10.3 The Security Deposit will be refunded to the contractor on satisfactory completion of Work.
- 10.4 The Bank Guarantee towards Security Deposit will be refunded to the contractor after the completion of work. If the purchaser (TNPGCL) incur 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 purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the contractor.

#### **11.0. Jurisdiction For Legal Proceedings:**

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in Madras the High Court, Madurai Bench or District Court at Tuticorin or Sub-Court at Tuticorin or at the District Munsif Court at Tuticorin. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, part of the cause of action might arise within the jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other courts in Tamil Nadu and rest within the jurisdiction of courts outside the state of Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within the state of Tamil Nadu and no other court outside the state of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful tenderer shall furnish an undertaking as per schedule in non-judicial stamp paper of Rs.500/- agreeing to the above condition.

#### **12.0. Arbitration:**

The corporation will not accept arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provision of Arbitration & Conciliation Act 1996 or any other enactment in replacement there of in the event of any dispute between the parties.

#### **13.0      Goods and Service Tax (GST):**

**Tenderers must upload the proof of their valid GSTIN registration. If the GST is not valid on the date of tender opening the tender is liable of rejection. Further, the GST number should be active till the time of work award and for the entire tenure of work.**

The GST Details in respect of TTPS / TNPGCL are as under:

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

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

### **13.1. GOODS AND SERVICES TAX:**

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.

**13.2.** The TNPGCL has been registered as a dealer under GST Act 2017 (Registration No. 33AAKCT7598K1ZI)

In case of delayed delivery/work, the GST prevailing on the date of despatch or on the last day of the contractual delivery period /completion of work whichever is LESS will be admitted. For both the cases, the 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 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.

**13.3.** Any increase in GST consequent to the suppliers/contractors coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date /completion of work shall be considered by the TNPGCL.

**13.4.** In case of delayed delivery /completion of work, the GST prevailed on the date of actual delivery applicable on the date of contractual date of delivery/completion of work whichever is less shall be admitted.

**The suppliers/ contractors whose annual turnover exceeds Rs.10 crores, should raise an e-invoice or e-invoiced debit note or e-invoiced credit note, so that TNPGCL could avail input tax credit under GST. E-Invoice is a system in which B2B invoices are**

**authenticated electronically by GSTN for further use on the common GST portal. Under the electronic invoicing system, an identification number will be issued against every invoice by the Invoice Registration Portal (IRP) to be managed by the GST Network (GSTN).**

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

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

#### **15.0. ACCIDENT**

The work should be done carefully by observing all safety precautions. The Contractor is advised to take utmost care for the protection of their men and materials. No compensation (or) extra amount over and above the contract value would not be payable on account of accidents to men (or) loss of materials. Any accident must be reported to the officer incharge immediately.

#### **16.0 LIABILITY FOR ACCIDENT TO PERSONS**

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

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

In the event of accident in respect of which compensation may become payable under Workmen's Compensation Act III of 1923 and any subsequent amendment thereof whether by the contractor or by the corporation, 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 , in the opinion of the said Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under clause and will not subject to any arbitration.

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

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

#### **17.0. LIABILITY FOR DAMAGE TO WORKS (or) PLANTS**

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

#### **18.0 LABOUR LICENCE**

The contractor should obtain labour licence if he is engaging more than 20 labourer for one (or) more number of works. The labour licence should be produced to the labour welfare officer after obtaining the same.

#### **19.0. Subletting:**

The Contract is not transferable. No part of contract shall be sublet without prior approval of the CE/TTPS/TUTICORIN nor shall transfer be made by Power of attorney authorizing other, to receive payment on Contractor's behalf.

#### **20.0. LOSS OR DAMAGES:**

In the event of supplies being received damaged or short at the destination station, the cost of such materials, Excise duty and Sales tax (if payable) and other charges payable thereof

will be paid only proportionate to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost by the contractors.

#### **21.0. POWERS TO TERMINATE THE CONTRACT:**

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

#### **22.0.EFFECTING OF RECOVERIES:**

Any loss, arising incident to non-fulfillment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the contractor from the corporation.

#### **23.0. ROYALTIES FOR PATENTS:**

All royalties for patents or charges for the use of infringements thereof that may be involved in the construction or use of any equipments or appliance to be supplied against this specification are included in the above prices. The contractor shall protect the purchase against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the contractor other than for the purpose indicated by or reasonably to be inferred from the specification.

#### **24.0. RECOVERIES OF DUES:**

The corporation is empowered;

- a) To recover any dues against this contract in the Bills/Security Deposit/Earnest Money Deposit due to the contractors either in this contract or any other contracts with corporation.
- b) To recover any dues against any other contract of the contractors with corporation, with the available amount due to the contractors against this contract.

#### **25.0 ADVANCE PAYMENT:**

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

#### **26.0 " PAN " NUMBER**

The tenderer should mention their PAN numbers allotted by Income Tax Authorities in their offer.

#### **27.0 PAST PERFORMANCE:**

27.1 The intending tenderers shall furnish the details of various orders executed by them during the past years as on the date of tendering in the proforma enclosed to the Tender Specification and also proof for having executed the tendered item and for their satisfactory performance. 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 tenderers in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

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

#### **28.0 DOCUMENTS CONFIDENTIAL:**

The tenderer (Whether his tender is considered or not) shall treat the details of the tender specification and other documents attached hereto as private and confidential.

#### **29.0 CONTRACT QUALITY ASSURANCE :**

The BIDDER shall include in his proposal the Quality Assurance Programme containing the overall quality, management and procedures which he proposes to follow in the performance of the: "Contract" during various places.

At the time of award of "Contract" the detailed Quality Assurance Programme to be followed for the execution of the "Contract" will be mutually discussed and agreed and such agreed programme shall form a part of the "Contract".

#### **30.0 DOCUMENTS CONTAIN FALSE PARTICULAR CLAUSE.**

"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 Tamil Nadu electricity corporation."

#### **31.0 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 there under unless modified by this specification.

#### **32.0 EXECUTION OF AGREEMENT AND FORM OF CONTRACT**

The successful tenderer shall required to execute an agreement in a non judicial stamp paper to a value of Rs.200/- . The agreement is governed by K2 contract of prevailing TNPGL specifications.

**33.0 GENERAL:**

1. The tenderer shall list out his experience with documentary proof and shall be uploaded along with the offer.
2. The corporation will not accept any other terms and conditions, which are not specifically incorporated in the specification.
3. All the Bank Guarantee that are to be furnished by the supplier have to be furnished in the prescribed format on non-judicial stamp paper of value Rs.500/- . Bank Guarantee issued by the Scheduled Bank/ Nationalized Bank / Foreign Banks with branches in India will only be accepted.
4. Prior approval of the corporation shall be obtained for engaging of sub - contractors if any.
5. 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.
6. TNPGCL reserve the right to terminate or short close the work without assigning any reasons by giving one week notice. The contract will be terminated at any time due to Administrative reasons and according to site condition.
7. The tenderer who are having separate ESI code and EPF code only are eligible to participate in the tender.
8. The tenderer should have valid GSTIN registration and GST should be active at the time of opening the tender.

**SECTION-VII**  
**TECHNICAL SPECIFICATIONS:**

**Name of work:** TTPS – Mech.II – AHP - Unit 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 56,000 MT fly ash in Unit-III to V from the date of handing over of site

i) Technical Specification for TTPS – Mech.II – AHP - Unit 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 56,000 MT fly ash in Unit-III to V from the date of handing over of site as per scope of work and Technical conditions.

**Period of work:** 50 days from the date of handing over of site (or) disposal of 56,000 MT quantity of fly ash (or) upto the completion of full quantity which ever is earlier.

SI. No.	Description of work	Qty
1	Charges for Operation and Maintenance of PDFAC & Wet system consists of PLC, Switch gear panels, modules, breakers, transformer, Fly ash conveying air compressors, Instrument air compressors and Auxiliaries, PDFACS equipment, Wet system flushing apparatus & flushing water pipe lines in ESP area and renewal of fly ash conveying pipe lines from ESP to silo top including structural supports, Painting, Operation and Maintenance of silo compressors and its related equipments inclusive of loading fly ash vehicles round the clock, cleaning of unit silo and surrounding areas and silo approach road, cleaning of ESP and surrounding area, cleaning the trenches inside ESP, Charges for personal protective safety equipments, testing and certification of fitting tools & tackles license fees for pressure vessels and related pneumatic equipments & including all the required spares and consumables for the entire system of PDFACS of all the unit-3, 4 & 5.	56,000 MT

**II. Technical Terms**

S.No.	Description	Type
1.	<b>Unit 3, 4 &amp; 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 56,000 MT fly ash in Unit-III to V from the date of handing over of site</b>	

## **SCOPE OF WORK**

- 1 The contractor should operate and maintain PDFACS equipments continuously round the clock without any breakdown from ESP hoppers to Silo loading & unloading. And the wet system of the ESP also should be maintained intact to be used at anytime.
- 2 The contractor should evacuate all the 100% fly ash generated based on the consumption of coal.
- 3 Monitoring the PLC System, PDFAC system equipments, wet system equipments and silo unloading system round the clock.
- 4 Cleaning of all the equipments such as computer, CPU, printers and etc., provided in PLC control room daily. The panel room should be maintained neat and clean free from dust.
- 5 Cleaning of panel boards and maintaining healthiness of electrical accessories daily & ensure dustproof ambience.
- 6 The Electrical abnormalities should be rectified by the contractor immediately.
- 7 Log Book, all other relevant register and records should be maintained in respect of PLC operation in every shift.
- 8 Cleaning of breakers, contactors and related equipments daily.
- 9 Attending and rectifying all the breakdown works in PLC control system.
- 10 Cleaning of all the Instrument and conveying compressors and driers daily and ensure the stand by compressor in ready condition.
- 11 The operation of Compressors should be carried out and monitored round the clock.
- 12 Shift log should be maintained in respect of operation of all the compressors and its hourly pressure gauge readings should be maintained.
- 13 The compressor room should be cleaned daily and maintained neat and oil & dust free environment.
- 14 To check the Lubricant oil level in the compressors daily and top up if necessary.
- 15 The oil separators, filters, air and oil filters, connected hoses have to be replaced if necessary.
- 16 The contractor should replace all the valves, NRVs, controls in compressors if necessary.
- 17 The periodical service of screw elements should be carried out by the contractor as per OEM recommendation.
- 18 The contractor should carryout cleaning of conveying and instrument air pipe lines from compressor to ESP hoppers daily.
- 19 Cleaning of control room and surrounding areas should be carried out by the contractor daily.
- 20 The contractor should carryout cleaning of all the ESP hoppers and connected pipe lines, valves round the clock. The ESP and surrounding areas should be maintained ash dust free and algae free environment.

- 21 The contractor should carry out the work of cleaning the ash slurry trenches then and there and to ensure free flow of ash slurry from ESP to sump.
- 22 In PDFAC system any preventive and breakdown such as replacing / reconditioning of various sizes of valves, various types of switches, doom assembly, doom disc, doom seal, vessels, spool pieces, NRVs, actuator, power cylinder, cylinder kit, expansion bellows, band clamp, air/ash conveying pipe line, bends, purging lines, actuator failure and air leakages should be attended or replaced the failed items if necessary by the contractor immediately.
- 23 The performance of the ash conveying pipe line should be checked in every shift and maintain dust free environment by the contractor.
- 24 The conveying pipe line puncture works should be attended immediately and to be carried out round the clock by the contractor. Further the worn-out ash conveying pipe line & fittings from ESP to silo and inside the ESP area should be replaced if required.
- 25 If any conveying system failure, the dry fly ash should be let into wet system by the contractor as per the instruction of the TNPGCL Engineer in order to maintain the ESP field.
- 26 The contractor should ensure no air ingress of the entire ESP vent pipe. If any choke in the ESP hoppers, the hoppers should be cleaned as per the instruction of TNPGCL Engineer.
- 27 The dry fly ash choke in the ESP hoppers and conveying pipe lines should be cleared then and there.
- 28 Loading of fly ash from Silo to ash carrying vehicles should be carried out by the contractor round the clock as per the instruction of the TNPGCL Engineers.
- 29 Appropriate action to be taken to avoid spillage of ash in the total system. However spillage ash in the silo and silo approach road should be cleaned by the contractor round the clock.
- 30 Any failure in the dry fly ash loading system such as chute operating mechanism, control circuits, checking, etc., should be attended and rectified by the contractor immediately.
- 31 The damaged bag filters should be renewed when the unit under shutdown.
- 32 Daily log should be maintained for silo operation round the clock.
- 33 The entire silo and surrounding area should be kept in neat and tidy condition by the contractor. TNPGCL will provide water supply point for cleaning purpose. The contractor should clean silo area, roads in and out, surrounding areas and should be kept neat & tidy to avoid pollution.
- 34 The cleaning of transformers, motors and panels with blower should be carried out by the contractor.
- 35 The earth pit should be cleaned, salt and charcoal to be provided and water pouring to be done by the contractor periodically as directed by Engineer in-charge.
- 36 If the unit under shut down, ensure the emptiness of ESP hoppers, chutes, silo, attending leaks in ash conveying pipe line, checking of compressors, checking the electrical equipments, etc., should be carried out by the contractors.

37 In unit annual overhaul period, contractor should carry out following works.

- a) Breakers and contacts to be de assembled, cleaned and assembled and the worn-out parts has to be replaced if necessary.
- b) The oil filter, air filter and separators of instrument and conveying air compressor should be dismantled, cleaned and assembled, parts to be replaced, if necessary.
- c) The air lines, NRV's control valves, solenoid valves, connected hoses have to be dismantled, cleaned and reassembled.
- d) Topping up new lube oil in compressor.
- e) The compressor control panels, contacts, switches should be cleaned and replaced if necessary.
- f) Inspection of screw elements, conveying and instrument air compressors and replacement of the parts, if necessary.
- g) Overhauling of transformer and related equipments, top-up oil, changing of silica cells, etc.,
- h) The actuators, pressure switches, NRV valves, puppet valves, connected hoses, gate valves, doom valves, switch valves, related panels should be cleaned, assembled and replacement of the parts if necessary.
- i) All the motors to be overhauled and changing of bearings etc to be carried out by the contractor.

38 The preventive and breakdown maintenance work like replacing / reconditioning of various sizes of valves, spool piece, flushing apparatus, jetting nozzle, HDPE pipes and rubber lined sea water pipe lines in wet system equipments should be attend by the contractor round the clock.

39 The contractor should supply the spares and consumables in respect of PDFAC system and wet system equipments and replace the worn out spares and consumables then and there as per the instruction of Engineer in-charge for smooth operation & maintenance of PDFAC system and wet system.

Breakers, contactors, modules, limit switches, supply cables, communication cables, MCB, computer, printer, CPU, air conditioner, silica gel, all type of gaskets, oil filters, air filters, air-oil separators, pneumatic valves, doom assembly, doom disc, doom seal, vessels, spool pieces, NRVs, actuator, power cylinder, cylinder kit, expansion bellows, band clamp, ash & air conveying pipes, bends, purging pipes, silo bag filters, target box, flushing apparatus, jetting nozzle, HDPE pipes and rubber lined sea water pipe lines, water line valves, vent line valves, all type of seals, air hoses, water line hoses, bolts and nuts, pressure gauges, paints, welding rods, cutting gas, compressor lube oil, grease, teflon tape, switches, lights, etc. The additional items which are not mentioned specifically but required to operate the dry and wet system without any problem also to be borne by the contractor without any extra cost.

### **TECHNICAL CONDITIONS**

- 1 The contractor should visit the site and clear all his doubts before quoting the rates.
- 2 The contractor should operate and maintain PDFACS system and wet system, continuously round the clock without any break.
- 3 The contractor should evacuate all the 100% fly ash generated based on the consumption of coal.

- 4 If warrant the starting and stopping of conveying system should be carried out as per the instruction of TNPGCL Engineer.
- 5 In case of any problem in dry system and non arrival of fly ash lorries, the fly ash should be wet sluiced into the trenches (ie., The dry system should changed into wet system) to avoid ESP field failures with the concurrence of TNPGCL Engineer.
- 6 Dry fly ash choke in the ESP hoppers and chutes have to be cleaned then and there.
- 7 Dry fly ash released during choke releasing in the lines to be cleared immediately.
- 8 Accumulation of ash in silo area and silo approach road area should be cleared then and there without polluting area. The area utilized by the contractor should be properly maintained day to day in neat and tidy (without algae) condition. Otherwise the same will be cleaned by TNPGCL by engaging other agency and the cost will be recovered from the contractor's next immediate bill.
- 9 The contractor should repair and renew the dry fly ash transporting pipe lines whenever puncture occurred.
- 10 The contractor should carry out the periodical overhaul of compressors, breakers, contacts, transformers, entire PLC system and etc., as per the instruction of Engineer in-charge of TNPGCL.
- 11 After cleaning and painting of Pressure vessels, testing as per statutory norms and production of test certificate to Engineer in-charge and other authorities lies with the contractor. Also load testing of lifting tools & tackles, hoist cranes, chain blocks, etc., as per the statutory norms and producing of load test certificates lies with the contractor.
- 12 The contractor should carry out all the periodical and annual overhaul/ service as per the schedule period as per the instruction of Engineer in-charge without fail.
- 13 The contractor should procure and use quality spares and consumables in the existing equipments after obtaining prior approval from Engineer in-charge of TNPGCL.
- 14 The spares as approval by the Superintending Engineer/Mech.II/TTPS or his authorized representative shall only be purchased, kept and used on the equipment. In case of any spares borrowed from TNPGCL it shall be returned within one month in good working conditions.
- 15 The contractor should replace all the worn-out spares and consumable materials immediately then and there by keeping the sufficient quantity of each items readily available at site.
- 16 The contractor should replace all the worn-out spares of PDFACS, silo top vent bag system and compressors immediately then and there by keeping the sufficient quantity of each spares items readily available at site as per the instruction of Engineer TNPGCL.
- 17 The contractor should maintain 15% of consumables and spares kept ready at TTPS premises to meet any emergency. The list should be produced to Engineer-in-Charge of TNPGCL, every month. Atleast minimum 15% of total quantity of spares for equipments of PDFACS to be maintained. If necessary is raised to replace the spares and consumables within a year, 15% of spares and consumables of entire system should be handed over to Engineer-in-Charge of TNPGCL.
- 18 The availability of insurance and safety equipments, consumables, T&P, spares should be ensured by the contractor for un-interrupted collection of fly ash round the clock.
- 19 The availability of labourer and supervisors round the clock should be ensured by the contractor

for uninterrupted collection of fly ash. The contractor should be available at the time of the rectification of system problem.

- 20 Man power should be provided round the clock for attending the problems in the system. Trained qualified person shall be deployed for operating the PLC in the control room.
- 21 Contractor should engage qualified Site Engineer, Technical Assistant, Welder, Fitter, Mechanic, etc., Evidences for qualification should be furnished to the Engineer in-charge.
- 22 The contractor should establish proper site office in site TPPS and resident Engineer/Manager to be posted for each unit, supervisors and other maintenance staffs be available round the clock.
- 23 Sufficient number of operation & maintenance Engineers and staff both mechanical & electrical side to be posted to attend the works with immediately.

### **WATER SUPPLY AND POWER SUPPLY**

Water and power required will be provided by TNPGCL.

- 1) The electricity charges will be collected as per tariff notified by the Tamil Nadu Electricity Regulatory Commission from time to time and water charges shall be collected at the rate of Rs.60/- per 1000 litres at present and will be revised time to time as follows.
  - a) For any shed provided for site office/stores or any other purpose by the contractor.
  - b) For any shed allotted on rental basis as fixed by TNPGCL from time to time the above purpose.
- 2) Power and water required for operation and maintenance of PDFACS works during this period will be provided by TNPGCL at free of cost as per the standard norms.

### **GENERAL CONDITIONS**

1. The dry fly ash collection system shall be maintained as per the guidelines issued by the Chief Engineer/TPPS from time to time or Engineer in-charge.
2. The entire area of operation shall be kept in neat and tidy condition by the contractor.
3. As per Pollution control Board's norms, pollution free atmosphere at site should be maintained by the contractor. Any penalty levied by the pollution control board is to be borne by the contractor.
4. The contractor should produce the daily works reports to the Engineer in-charge.
5. Daily report of operation & maintenance staff attended details to be submitted.
6. Daily maintenance carried out along with work permit No. & dated, spares/consumables replaced, defects attended to be submitted to the concerned Superintending Engineer and Executive Engineer for each unit.
7. Daily receipt of materials such as spares, consumables, defective spares, repair attended particulars to be submitted to the concerned Superintending Engineer and Executive Engineer.
8. Daily dry fly ash collected particulars to be submitted to the concerned Superintending Engineer and Executive Engineer for each unit.
9. Monthly consolidated receipt of spares, consumables and other miscellaneous item receipt at site along with security in gate pass details to be submitted to the concerned Superintending Engineer.
10. Monthly bill submitted for operation & maintenance based on tonnage collected will be certified by TNPGCL Engineers based on the above records & reports only after verification of records

monthly bill be certified & send to central office for payment.

11. The dry fly ash delivered from the silo will be considered for payment to the contractor, at the rate per MT as per the accepted price schedule.
12. In case of fly ash not required by board for disposal the same has to be wet sluiced as per instruction of site Engineer. During this period, the calculated generated quantity of fly ash will be considered for payment to the contractor. In such a case it may be noted that the responsibility to maintain the PDFACS lies on the contractor only.
13. Payment will be made on request of the contractor for completed portion of work on monthly basis, after recovering LD/Penalty/Dues if any.
14. The penalty shall be imposed equal to the awarded operation and maintenance rate + pumping cost of Rs. 80/MT for un-evacuated fly ash quantity.
15. Any damages caused to the equipments/structures of TNPGL, either by the personnel of the successful bidder, the damages shall be rectified by them at their cost. If the damages are not rectified within the period informed by the TNPGL, the same will be done by TNPGL and the expenditure will be recovered from the successful bidder. If the bidder fails to remit the above amount within 30 days from the date of information from TNPGL and same will be recovered from the contractor's bill.
16. Retrieved and unwanted materials should be transported and devoluted to stores by the contractor.

### **STATUTORY COMPLIANCES**

#### **A) General**

- 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 should pay the wages to their employees only through digitally (i.e.,) paid directly to the bank account of the employee.** The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
- 3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- 4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 5) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which

are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.

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

#### **B) Safety Condition**

1. All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail. Non compliance of the above will invite penalty.
2. Proper welding machines with accessories such as ELCB/RLCB/RRB, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
3. The contractor shall not allow his workmen to wear loose garments, like lungies, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
4. The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
5. Technically skilled and also safety-oriented supervisor should supervise the work at all time.
6. If any accident occurs, it should be informed to the concerned officer of TNPGL in writing by the concerned contractor immediately.
  - a) 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 the same shall be at the risk and cost of the contractor only. TTPS will not be responsible in any way either legally or financially to the same and the contractor will have to pay compensation to his labourer in such cases.
7. For any safety violation and non-compliance of the statutory provisions and rules, the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.

- a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
- b) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

9. When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

10. No paint lead or lead products shall be used except in the form of paste or readymade paint. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :–

- a) The load test certificate issued by the competent person should be produced to the concerned Field Engineer before commencement of work for contractors T&P like chain blocks, Wire ropes, slings and shackles.
- b) 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.
- c) 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.
- d) Crane/ JCB/ Tower Crane and other lifting machines should be used with fitness certificate issued by the competent person.

12. 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.

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

14. 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.

15. 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.
16. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in- Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
17. The Contractor is not exempted from the operation of any other Act or Rule in force.
18. The contractor shall indemnify TNPGL against all actions, suit, claim, compensation towards accidents/ death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/ and to undertake steps properly to insure against any claims there under.
19. For any Safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TNF Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of TTPS is charged by the officials of the factories inspectorate with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the manager of TTPS will be discharged from liability under this Act, in respect of such offence.
20. The contractor is fully responsible for any compensation arising during execution of works and safety precautions have to be taken to avoid any accidents. In case of accidents the compensation have to be borne by the contractor. Deductions as necessary will be made the rules and regulations bill until the contractor arranges to settle the claim for accidents as per the rules and regulations of the workmen's compensation act.
21. As per the safety regulations, domestic LPG should never be used in place of DA Gas. If domestic LPG usage has been found, the awarded work will be suspended and penalty of Rs.500/- will be recovered from the contractors bill and the contract is liable for cancellation.
22. For lighting up gas cutting torches, the contractor should use only gas lighter and should not use unscientific methods or rope burning or wood burning or welding arc method. Back Fire Arrester should be provided in the cutting set.

**C) 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.**

1. The Contractor who take up works contract for TNPGL 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.
2. The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TNPGL 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.

3. The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPGL 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 from all and against any claims under the aforesaid Act and the Rules, The contractors should also submit the copy of the migrant labour licence before executing the works.
4. 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 :
  - i. Name and situation of the work.
  - ii. Contractor's name and address.
  - iii. Particulars of the Department for which the work is undertaken
  - iv. Name and address of sub-contractors as and when they are appointed.
  - v. Commencement and probable duration of the work.
  - vi. Number of workers employed and likely to be employed.
  - vii. 'fair wages' for different categories of workers.
  - viii. Number of hours of work which shall constitute a normal working day:-
  - ix. 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
5. 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.

6. 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
7. 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.
8. 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
9. 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.
10. Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars
  - a) Full particulars of the labourers who met with accident.
  - b) Rate of Wages.
  - c) Sex.
  - d) Age.
  - e) EPF UAN number
  - f) ESI number
  - g) Aadhaar number
  - h) Nature of accident and cause of accident.
  - i) Time and date of accident.
  - j) Date and time when admitted in hospital
  - k) Date of discharge from the hospital
  - l) Period of treatment and result of treatment.

- m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- n) Claim required to be paid under Workmen's compensation Act.
- o) Date of payment of compensation.
- p) Amount paid with details of the person to whom the same was paid.
- q) Authority by whom the compensation was assessed
- r) Remarks

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

11. 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.
12. 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.
13. 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.
14. Welfare Fund: All money 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.
15. 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.
16. 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

17. 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
18. 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
19. The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
  - i) Muster Roll in Form – XXVI
  - ii) Register of Wages in Form – XXVII
  - iii) Register of overtime in Form – XVIII
  - iv) The contractor shall issue an photo identity card to his employees
20. Wages:-
  - a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamil nadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
  - b) The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.
  - c) The Contractor should pay the wages to their employees only through digitally (i.e.,) paid directly to the bank account of the employee.**

#### **D) Compliance of ESI Act 1948**

1. The contractor who take up the works contract for TNPGL is required to comply with all the provisions stipulated to ESI Act 1948
2. The contractor should have a separate ESI main code number
3. 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.
4. The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act
5. 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
6. 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

7. In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TNPGL has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL 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.
8. a) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
- b) 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.
- c) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs.700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act
9. **TNPGL will not reimburse the Employer contribution towards ESI under any circumstances.**

#### **E) Compliance of EPF & MP Act, 1952**

1. The Contractor who take up works contract for TNPGL is required to comply with all the relevant provisions stipulated in the EPF & MP Act
2. The Contractor should have a separate EPF main code number
3. 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
4. The contractor should submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act
5. The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organisation in order to claim the Bills for the respective works
6. 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
7. In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TNPGL Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL 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
8. 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
9. **TNPGL will not reimburse the Employer contribution towards EPF under**

any circumstances.

**Note:**

1. Employer contribution towards ESI & EPF will not be reimbursed by the TNPGL to the contractor, if any such claims made by the contractor towards the employer contribution it will not be accepted.
2. The 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.
3. The bidder should comply with CLRA Act 1970, ESI, EPF & Misc. Prov. Act 1952 etc. TNPGL under any circumstances will not be held responsible for not complying with any statutory violation.
4. The successful contractor has to submit a declaration for having remitted the EPF / ESI Employee and Employer contribution for this work while claiming the bill as per annexure B

**F) Statutory Compliance Clearance Certificate:-**

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

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

The registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [Annexure-A] in a non-judicial stamp paper is a value of Rs.500/- with respective Superintending Engineer's of the circle.

**H) Tamil Nadu Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2020.**

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

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

**INSTRUCTION TO BIDDERS**

1. The bidder should quote the rates for the works and all other taxes separately instead of giving as a lumpsum price while quoting electronically.
2. Since this work has to be carried out as a 'TURNKEY' job, the vendor should visit the site and study the existing system and should take on extensive study with respect to the modification and requirement and should submit a write up (Micro plan) on the proposed execution of the works along with technical bid.
3. All the works shall be carried out to the entire satisfaction of the TNPGCL.

**SCHEDULE-A****PRICE****SPECIFICATION NO. CE/TPPS/SE/M.II / No.68/2026-2027**

**Name of work:** TPPS – Mech.II – AHP - Unit 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 56,000 MT fly ash in Unit-III to V from the date of handing over of site

**Period of work:** 50 days from the date of handing over of site (or) disposal of 56,000 MT quantity of fly ash (or) upto the completion of full quantity which ever is earlier.

<b>Sl. No.</b>	<b>Description of work</b>	<b>Qty</b>	<b>Unit Price in INR</b>	<b>GST</b>	<b>Total Including GST</b>
1	Charges for Operation and Maintenance of PDFAC & Wet system consists of PLC, Switch gear panels, modules, breakers, transformer, Fly ash conveying air compressors, Instrument air compressors and Auxiliaries, PDFACS equipment, Wet system flushing apparatus & flushing water pipe lines in ESP area and renewal of fly ash conveying pipe lines from ESP to silo top including structural supports, Painting, Operation and Maintenance of silo compressors and its related equipments inclusive of loading fly ash vehicles round the clock, cleaning of unit silo and surrounding areas and silo approach road, cleaning of ESP and surrounding area, cleaning the trenches inside ESP, Charges for personal protective safety equipments, testing and certification of fitting tools & tackles license fees for pressure vessels and related pneumatic equipments & including all the required spares and consumables for the entire system of PDFACS of all the unit-3,4 & 5.	56,000 MT	To be quoted in the BOQ		

- GST Extra as applicable
- TNPCL will not reimburse the Employer contribution towards EPF/ESI under any circumstances.

**Note**

1. The prices quoted shall be **FIRM & in Indian Rupees only** and as per the scope of work detailed in the Technical Specification Section.
2. The tenderers may inspect the site at TTPS and quote as per technical specification
3. This being a Turnkey contract, the L1 tenderer will be decided for the total contract value, not for the individual items.

SIGNATURE:  
NAME AND FULL ADDRESS:

DATE:

PLACE:

(SEAL)

**SCHEDULE – B.****SPECIFICATION NO. CE/TTPS/SE/M.II /No.68/2026-2027****DEVIATION FROM TECHNICAL SPECIFICATION.**

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

SL. NO.	SECTION NO.	CLAUSE NO.	DEVIATION

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

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

**SCHEDULE – C.**  
**SPECIFICATION NO. CE/TTPS/SE/M.II /No.68/2026-2027**

**DEVIATION FROM COMMERCIAL TERMS**

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

SL. NO.	SECTION NO.	CLAUSE NO.	DEVIATION

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

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

**SCHEDULE – D.****SPECIFICATION NO. CE/TPPS/SE/M.II /No. 68/2026-2027**

**STATEMENT OF SUPPLY / ORDERS EXECUTED / UNDER EXECUTION SO FAR**  
**DURING THE PAST YEARS AS ON THE TENDER OPENING DATE:**

Sl. No.	Name & Address of the Organisation Including other SEBs	Name of the Work	P.O. No. and Date	Value of Order in Rs. In Lakhs (K)	Scheduled Date of completion of order	Actual Date of Completion of order.

NOTE: 1) Split up details such as price, may be enclosed separately.

2) Attested Copies of orders received shall be enclosed.

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

**SCHEDULE – E**  
**UNDERTAKING FOR PAYMENT OF DUES TO TNEB**

**THIS DEED OF UNDERTAKING EXECUTED AT ..... ON THIS.....**  
 day of ..... Two thousand and Twenty Five by Messers

.....  
 .....

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

**TO AND IN FAVOUR OF**

The **TNPGL** a body corporate constituted under the Electricity (Supply) Act, 1948, (Central Act LIV of 1948), having its office at NPKRR, Maaligai, 800, Anna Salai, Electricity Avenue, Chennai – 600 002, herein after called the "corporation" (Which expression shall where the context so admits mean and include the successors – in – office and assigns).

**WHEAREAS** the corporation has called for an undertaking from the Tenderer empowering the corporation to recover the dues if any.

**NOW THIS UNDERTAKING WITNESSETH** the corporation 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 corporation. Further, the Tenderer hereby authorizes the corporation to recover, any dues against any other contract of the Tenderer with the corporation with the available amount due to the Tenderer against this contract.

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

**COMPANY SEAL – SIGNATURE OF THE TENDERER.**

**NAME:**

**DESIGNATION:**

**DATE:**

**SCHEDULE – F.****UNDERTAKING FOR LEGAL PROCEEDINGS JURISDICTION****THIS DEED OF UNDERTAKING EXECUTED AT ..... ON THIS THE**

Day of..... Two thousand and Twenty Five By Messers.

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

**TO AND IN FAVOUR OF**

The **TNPGCL** a body corporate constituted under the Electricity (Supply) Act, 1948, (Central Act LIV of 1948), having its office at NPKRR, Maaligai, 800, Anna Salai, Electricity Avenue, Chennai – 600 002, herein after called the "corporation" (Which expression shall where the context so admits mean and include the successors – in – office and assigns).

**WHEAREAS** the corporation has called for acceptance of jurisdiction of legal proceedings.

**NOW THIS UNDERTAKING WITNESSETH** that no suit are any proceedings in regard in any matter arising in any respect under this contract shall be instituted in any court, save in appropriate Civil Court of Chennai are the court of small causes Chennai. If it is agreed that no other court shall have the jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise with in the jurisdiction of any of the courts in Tamil Nadu and not in the courts in Chennai City, then it is agreed between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise.

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

**COMPANY SEAL – SIGNATURE OF THE TENDERER.**

**NAME:**

**DESIGNATION:**

**DATE:**

**TAMIL NADU POWER GENERATION CORPORATION LIMITED**  
**SCHEDULE – G**  
**SPECIFICATION NO. CE/TTPS/SE/M.II /No. 68/2026-2027**  
**TENDER FORM**

To  
The Chief Engineer,  
Tuticorin Thermal Power Station,  
Tamil Nadu Power Generation Corporation Limited,  
Tuticorin - 628004, Tamil Nadu.

Dear Sir,

1. Having examined the above specification together with the accompany schedules etc., we hereby offer to execute work with supply of the materials covered in this specification at the rates entered in the attached schedule of prices.
2. We hereby guarantee the particulars entered in the schedule attached to the specification.
3. In accordance with security deposit clause – 10.0, Section VI of the specification we agree to furnish security deposit to the extent of 5% of the total value of the contract.
4. 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,

**SIGNATURE**  
**DESIGNATION:**  
**COMPANY SEAL: COMPANY**

**PLACE:**  
**DATE :**

**FORMAT - I**  
**UNDERTAKING IN LIEU OF E.M.D.**  
**Rs.500/- Non-Judicial Stamp paper**

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

TO AND IN FAVOUR OF .....TNPGLC, a Body Corporate constituted under the Electricity (Supply) Act, 1948 (Central Act LIV of 1948) having its office at TTPS, Tuticorin-628004, herein called the " Corporation " (which expression shall where the context so admits mean and include its successors in office and Assigns.)

WHEREAS THE tenderer is required to pay Earnest Money Deposit of Rs.....for participation in the tender for the work of ..... in terms of Specification No..... with the tender opening on.....

AND WHEREAS the tenderer is exempted by the corporation from payment of EMD in the form of cash, subject to the tenderer executing an undertaking to the value of Rs..... (Rupees ..... ) representing the amount equivalent to the amount of EMD specified to be paid to the corporation in the event of non-fulfillment of breach of any of the conditions of the tender by the Tenderer as mentioned hereunder.

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

- 1) Withdrawing his tender before the expiry of validity Period  
 (OR)
- 2) Withdrawing his tender after acceptance  
 (OR)
- 3) Violating any of the conditions of the tender issued by the Competent Authority

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said agreement the Tenderer hereby doth covenant with the corporation that in consideration of the " corporation " waiving the condition of payment of EMD in cash in terms of the said Specification, the Tenderer has agreed to pay to the corporation Rs. .....(Rupees .....only) in the event of:

- i) Withdrawing his tender before the expiry of validity period.
- ii) With drawing his tender after acceptance
- iii) Violating any of the conditions of the tender issued by the Competent Authority.

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

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

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

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

SIGNATURE  
NAME IN BLOCK LETTERS  
SEAL OF THE COMPANY

IN THE PRESENCE OF WITNESSES:

- 1) Signature  
Name & Address
- 2) Signature  
Name & Address

\*\*\* \* \* \* \* \*

**FORMAT -II**  
**BANK GUARANTEE FOR SECURITY DEPOSIT.**  
**Rs.500/- Non-Judicial Stamped paper**

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

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

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

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

**FOR THIS DEED WITNESS AS FOLLOWS**

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

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

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

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

3) The guarantee here in contained shall remain in force will the terms and conditions of the W.A.O.No ..... dated ..... the have been fully and properly carried out by the

said contractor and in any case, the guarantee shall not hold good after the .....

4) The Bank further agrees with the purchaser that the purchaser shall have the fullest liberty ( without the consent of the Bank and without affecting in any manner the obligations of the Bank here under) to vary any of the terms and conditions of the contract or to extend the time of performance by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said contractor and forbear or to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved of their liability by the reason of any such variations or extension being granted to the said contractor or by reason of any forbearance act or omission on the part of the purchaser of any indulgence by the purchaser to the said contractor or by any such matter or thing what-so-ever which under the law relating to sureties would but for these provision have the effect of so relieving the Bank.

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

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

IN WITNESS WHERE OF THIRU.....

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

Witnesses:

1.

2.

(Name and address in Block letters)

Signature with seal of the Bank

(Name in Block letters)

**FORMAT –III****DECLARATION FORM****TENDER ACCEPTANCE LETTER****(To be furnished on the letter head of the firm and signed with the seal of firm)**

Date:

To

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

Dear Sir,

Sub: Acceptance of Terms &amp; Conditions of Tender.

Tender Ref. No: \_\_\_\_\_

Name of Tender/Work:

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://tntenders.gov.in/nicgep/app>
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security deposit clause of the General Condition, we agree to furnish security deposit to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.

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

8. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

9. I / we agree to the rules and regulations of TNPGCL regarding the statutory tax etc. like GST.

**Yours Faithfully,**

**(Signature of the bidder, with official Seal)**

\*\*\* \* \* \* \* \*

**ANNEXURE-A****DRAFT AGREEMENT**

Nature of the work :

(i) I/ we have registered a Firm/Establishment/Company/Contractor in the name of

---

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\_\_\_\_\_ (with address).

Name of the Proprietor/  
Partner/Director:

Father's Name :

Date of Birth/ Age :

Contact Number :

E-Mail ID :

PAN Number :

GST Number :

(ii) I/ we have obtained the EPF code number from the Employees Provident Fund Organization. The EPF number of our company is \_\_\_\_\_.

(iii) I/ we have obtained the ESI code number from the Employees State Insurance Corporation. The ESI number of our company is \_\_\_\_\_.

(iv) As a contractor of TNPGCL,

(a) I/we would comply with all the relevant provisions stipulated in the EPF & MP Act and ESI Act.

(b) I/we are responsible for the payment of necessary EPF & ESI contributions both Employer's and Employee's contribution as per the provisions of the EPF Act and ESI Act in respect of the actual workers engaged for the specified works.

(c) I/we shall submit the necessary returns to Employees Provident Fund Organization and Employees State Insurance Corporation within the stipulated time as prescribed under the said EPF Act and ESI Act.

(d) I/we shall produce the proof of payment of contribution – both Employer's and Employee's contributions made to Employees Provident Fund Organization and Employees State Insurance Corporation in order to claim the bills for the respective works.

(e) I/we shall be fully liable to meet and fulfil all the relevant provisions of the EPF Act and ESI Act in respect of the execution of the Tendered work.

(v) In case as the contractor if I/we fail to fulfil any of the statutory provisions of the EPF Act and ESI Act and consequently it happens that TNPGCL Ltd has to meet such requirements of the said Act or Statutory Provisions in the capacity of Principal Employer, TNPGCL shall make good such requirements out of the money due and payable to the me/us.

(vi) As the contractor if I/we claims exemption under the ESI Act, I/we shall produce the exemption order obtained from the Government/ESI organization and for those areas that are not covered under the purview of the ESI Act, necessary evidences will be submitted by me/us to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI Act.

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(vii) In such cases, where the revenue village in which work is being carried out has not been covered under the implemented area of ESI Act " I/we shall ensure that the medical benefits and the compensation for the Contract Workers engaged by me/us for the works and to take relevant group insurance policies with the applicability for giving compensation to the workers".

(viii) I/we agree to obtain the Labour Licence under the Contract Labour (Regulation & Abolition) Act 1970 and will intimate the TNPGL. If migrant workers are to be engaged to carry out the works in such cases necessary Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 will also be obtained and produced. I/we also agree to obtain the registration certificate under the Building and Other Construction Workers (Regulation & Condition of services) Act 1996.

(ix) I/we hereby declare that, I/we are well aware of all the Statutory Provisions to be complied while engaging workers for the works. And I/we agree to follow all the Statutory Provisions and rules modified there under and maintain the register as per the provisions of the above Act and submit the returns to the authority concerned.

(x) In case if the contractor owes to pay any unpaid dues in statutory provisions like ESI, EPF and GST, I/we agree for the recovery from my/our pending bills to settle the dues.

(The Agreement should be executed with the contractors in 500 rupees stamp paper and additional green sheets).

Signature of the  
Superintending Engineer.

Authorised Signatory  
(Contractor)

**ANNEXURE-B****Declaration towards EPF & ESI remittances**

Name of the Contractor :

EPF Main code number :

ESI Main code number :

Nature of the work :

Contract/K2 agreement No :

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

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

Date :

Place :

**ANNEXURE - C****Declaration to be submitted by the bidders in NJS paper of value not less than Rs.500/-**

To

The Chief Engineer/TTPS.

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

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

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

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

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

Signature of bidder with Company Seal.

Note:

Bidder may strike out the para not applicable

**Sd\*\*\***  
**Chief Engineer,**  
**TTPS/ Tuticorin - 4.**