

**TAMIL NADU POWER GENERATION CORPORATION LIMITED**



**TENDER SPECIFICATION FOR ENGAGING A CONTRACTOR FOR WORKS  
CONTRACT**

NCTPP III - Mechanical I Circle - Common Auxiliaries Division – RODM Plant- Rectification of defects in Dual Media Filters (DMF) E, F & G capacity 300m<sup>3</sup>/hr each by removal of media, inspection of internals and replace damaged nozzle filters and reloading the medias in DMF –E,F & G and rectification/Overhauling its valves and commissioning for normal operation.

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

Specification No. CE/NCTPP-III/SE/M-I/OT No. 04/26-27

OFFICE OF THE CHIEF ENGINEER  
**NORTH CHENNAI THERMAL POWER PROJECT – III**  
**CHENNAI – 600 120**

**Service Provider: NIC limited**  
Website for online bid submission: <https://tntenders.gov.in>

## INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

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

### A. REGISTRATION:

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

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

### B. SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built-in in the TAMILNADU GOVERNMENT E-PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E - PROCUREMENT Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TAMILNADU GOVERNMENT E-PROCUREMENT Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender documents.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **C. PREPARATION OF BIDS:**

- 1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2 Please go through the tender advertisement 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 / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the scanned document.

**One hard copy** of the electronically submitted bid documents **along with original bond/NJS** wherever applicable **shall have to be Submitted to the SE/ M-I /NCTPP-III within three days** after opening of the E-tender.

- 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.

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

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

### **D. ELECTRONIC SUBMISSION OF BIDS:**

**The bidder shall submit online the requirements under qualification criteria and technical documents required and SCHEDULE OF PRICE /BOQ vide SCHEDULE-A. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgment of bid submission.**

### **E. PROCEDURE FOR SUBMISSION OF BIDS:**

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

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable and enter details of the instrument.
  - i. The online payment Gateway has been enabled for TNPGL in TN Tenders portal ([www.tntenders.gov.in](http://www.tntenders.gov.in)). The payments for the tenders like EMD will be carried out by the Bidders only through online payment mode.
  - ii. The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gateway**. If excess or short, the tender status will be shown as invalid.
  - iii. If submitting EMD as BG/e-BG/PEMD/Udayam(SSSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.
  - 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) The **scanned copy of payment made through RTGS/NEFT or by way of Account Transfer towards EMD amount has to be uploaded**. TNPGL shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) **The server time (which is displayed on the 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 bid documents become readable only after the tender opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) In all cases, bidder should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.
- 12) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- 13) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 14) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
- 15) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 16) TNPGL reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
- 17) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 18) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- 19) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.
- 20) No deviation to the technical and commercial terms & conditions are allowed.
- 21) One hard copy of the electronically submitted bid documents excepting the price schedule shall have to be submitted upon intimation by TNPGL after opening of the e-tender.
- 22) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time

including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids

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

**F. ASSISTANCE TO BIDDERS:**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to TAMIL NADU GOVERNMENT E PROCUREMENT Portal in general may be directed to the 24x7 TAMIL NADU GOVERNMENT E PROCUREMENT Portal Help desk.

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

**Contact persons:**

<b><u>For queries related to registration and Web Portal for online bidding (NIC):</u></b> E-mail : support.etender@nic.in 24x7 Help desk No: 0120-4001002, 0120-4001005, 0120-6277787	<b><u>For queries related to tender specification:</u></b> 1) Superintending Engineer/M/COMG/NCTPP-III. Contact No. 9444105897 Email: <a href="mailto:semnctps3@tnebnet.org">semnctps3@tnebnet.org</a>
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**G: System Requirement:**

- i. Operating System: Windows XP-SP3 & above
- ii. Internet browser: IE10 and above / Firefox 42 to 49 / Firefox ESR 52
- iii. Signing type: Digital Signature (class III)
- iv. JRE 8 and above to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools Internet Options → custom level. For detailed guidance about browser and Java configuration the bidders are advised to download and go through the particulars available under "Bidders Manual Kit" at "[https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit & service=page](https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page)"

**H: Late Bid:**

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

**I: Modification and withdrawal of bids:**

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



**TAMIL NADU POWER GENERATION CORPORATION LTD.**

**TENDER SPECIFICATION ABSTRACT**

**OPEN TENDER SYSTEM**

For and on behalf of TNPGL Limited, tenders are invited **through Online** under Open Tender system for the following works contract:

1) Tender Specification No.	CE/NCTPP-III/SE/M-I/OT.No. 04/26-27
2) Name of the work	NCTPP III - Mechanical I Circle - Common Auxiliaries Division – RODM Plant- Rectification of defects in Dual Media Filters (DMF) E, F & G capacity 300m <sup>3</sup> /hr each by removal of media, inspection of internals and replace damaged nozzle filters and reloading the medias in DMF –E,F & G and rectification/Overhauling its valves and commissioning for normal operation.
3) BQR	Refer section II
4) Method of Tender	e-Tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid and Through <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
5) Earnest Money Deposit (EMD)	<b>Rs.13,700/- (Rupees Thirteen Thousand and Seven Hundred Only)</b>  <b>EMD to be paid through online payment gateway.</b> <b>a)The online payment Gateway has been enabled for TNPGL in TN Tenders portal (<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>). The payments for the tenders like EMD should be remitted by the Bidders only through online payment mode.</b>  <b>b) For Exemption of EMD</b> (i)The exempted categories of tenderers as given in clause 9 of Section I, <b>should upload valid copy of Udyam Registration Certificate/NSIC.</b> Manufacturing facility or Scope of the activity related to the Tendered material should be clearly indicated in the Udyam Registration Certificate.  <b>c) PEMD holder as per clause 3 of section-I</b>  <b>d) BG/e-BG</b> <u>E-receipt / other appropriate documents reflecting the EMD Transaction should be up loaded.</u>
6)URL for online bid submission for e-tender	<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
7) Last date for submission of EMD	<b>01.06.2026 @ 02.00 PM</b>
8) Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	<b>01.06.2026 @ 02.00 PM</b>

9) Date & time of opening of tender electronically	<b>02.06.2026 @ 02.30 PM</b>
10) Specification at website	The tender specification will be placed at TANGEDCO : <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> NIC : <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> The prospective bidders may download the same.
11) Documents to be uploaded by the Tenderers during e-submission	EMD paid E – receipt / Evidence for exemption of EMD, Schedule A - F and Annexure I and other documents whichever is applicable and also documents for Bid Qualifying Requirements has to be uploaded. Prices should be quoted <b>ONLY through "On Line" in BOQ (Schedule A)</b> All the copies of evidences should be scanned (originals) and uploaded.
12) Clarification to be sought for from	Superintending Engineer/Mechanical-I/NCTPP-III through e-mail ( <a href="mailto:semnctps3@tnebnet.org">semnctps3@tnebnet.org</a> )
13) Place at which tenders will be Opened	Office of Superintending Engineer/Mechanical-I/ NCTPP-III., through <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>

**SPECIFICATION NO. CE/NCTPP-III/SE/M-I/OT.No. 04/26-27.**

**Name of Work:** NCTPP III - Mechanical I Circle - Common Auxiliaries Division – RODM Plant- Rectification of defects in Dual Media Filters (DMF) E, F & G capacity 300m<sup>3</sup>/hr each by removal of media, inspection of internals and replace damaged nozzle filters and reloading the medias in DMF –E,F & G and rectification/Overhauling its valves and commissioning for normal operation.

DESCRIPTION	
<b>SECTION I</b>	EARNEST MONEY DEPOSIT
<b>SECTION II</b>	BID QUALIFICATION REQUIREMENTS
<b>SECTION III</b>	REJECTION OF TENDERS
<b>SECTION IV</b>	INSTRUCTION TO TENDERERS
<b>SECTION V</b>	GENERAL & COMMERCIAL CONDITIONS
<b>SECTION VI</b>	TECHNICAL SPECIFICATION
<b>SECTION VII</b>	STATUTORY COMPLIANCE
<b>SCHEDULE A</b>	PRICE SCHEDULE
<b>SCHEDULE B</b>	QUESTIONNAIRE FORM
<b>SCHEDULE C</b>	DEVIATION FROM TECHNICAL SPECIFICATION
<b>SCHEDULE D</b>	DEVIATION FROM COMMERCIAL TERMS AND CONDITIONS
<b>SCHEDULE E</b>	TENDER ACCEPTANCE LETTER
<b>SCHEDULE F</b>	SELF DECLARATION ACCEPTANCE LETTER TO PAY AMOUNT EQUIVALENT TO E.M.D.
<b>ANNEXURE I</b>	FORMAT FOR BANK GUARANTEE FOR EMD

**SECTION- I**  
**EARNEST MONEY DEPOSIT**

1) Tenderer should pay the specified amount Earnest Money Deposit as follows:  
Earnest Money Deposit: **Rs.13,700/- (Rupees Thirteen Thousand and Seven Hundred Only)**

- 1.1 If submitting Earnest Money Deposit as BG/e-BG/PEMD/Udayam(SSSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.
- 1.2 After confirming the EMD paid amount / Exemption uploaded, then only the system/ tender portal will allow to submit the technical and financial bids.
- 1.3 The Earnest Money Deposit (EMD) can be submitted only by online payment through the portal or through BG/electronic Bank Guarantee (e-BG) through the portal.

**2) Mode of Payment:**

**a) The online payment Gateway has been enabled for TNPGL in TN Tenders portal ([www.tntenders.gov.in](http://www.tntenders.gov.in)). All the payments for the tenders like Earnest Money Deposit should be remitted 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 as single payment.**

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

Sl.No.	PEMD Slab	Monetary limit of tender value of participate without payment of EMD
1	Rs.2,00,000/-	In case of all Iron and Steel materials, main producers (Government of India Undertaking only) for procurement of Iron & Steel materials.
2	Rs.20,00,000/	In case of Tenders not exceeding Rs.10 Crores in value.
3	Rs.40,00,000/-	In case of Tenders not exceeding Rs.50 Crores in value.
4	Rs.1,00,00,000/-	In case of all Tenders without any monetary limit

The existing PEMD holder for Rs.20,00,000/- are eligible to participate in the tender only for the value of tenders not exceeding Rs.10 Crores. The existing PEMD holder for Rs.10,00,000/- are not eligible for participating in the tender under this PEMD category unless they pay the differential amount for the new PEMD slab. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNPGL as Permanent E.M.D. well in advance and obtain a certificate from the Financial Controller/Purchase and upload copy of the same along with the tender.

The tenderers, who are valid permanent EMD holder with TNPGL erstwhile TANGEDCO, for an amount of Rs.<based on the tender value> are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender."

The EMD will not carry any interest.

**4) BG/e-Bank Guarantee (e-BG):**

1)**The EMD in the form of BG/e-Bank Guarantee (e-BG) with one year validity is also acceptable. However, the BG/e-BG should be submitted in original to the**

**Tender Inviting Authority before the date of tender opening.** Otherwise, the tender shall be specified as summarily rejected citing the non compliance of EMD.

- 2) The BG/e-Bank Guarantee towards EMD shall be in the form of an irrevocable BG/e-Bank Guarantee on non-judicial stamp paper of value not less than Rs.500/- as per the proforma enclosed as Annexure-I of this specification obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.
- 3) The scanned copy of the BG/e-Bank Guarantee shall be uploaded with the Bid.  
The BG/e-Bank Guarantee shall be valid for the entire period of work contract till Guarantee period.
- 4) Auto refund of Earnest Money Deposit to the unsuccessful bidder on finalisation of tender.
- 5) In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the Security Deposit payable by the tenderer.
- 6) **Any other mode of payment of EMD other than on line payment/BG/e-BG/ Udyam/NSIC (as mentioned in the specification) shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.**
- 7) If the offer is found to be bogus or false during evaluation, TNPGL could invoke the BG/e-Bank Guarantee to recover the EMD on forfeiture.

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

**Classification of Enterprises:**

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

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

**Calculation of Turnover:**

In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification. **However the bidders are requested to obtain a certificate from Chartered Accountant**, along with the bid 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.

**Calculation of Investment:**

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

**Updation and transition period in classification:**

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST

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

**9) EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT IN THE CASE OF THE BIDDERS FURNISHING UDYAM REGISTRATION:**

The following categories of Industries are exempted from payment of EMD subject to ensuring that the services should be covered in their Registration Certificate.

- a) The firms located within the State of Tamil Nadu having Udyam Registration Certificate /NSIC. The firms located outside the State of Tamil Nadu having Udyam Registration Certificate /NSIC are not eligible for exemption from payment of EMD.
- b) The Micro and Small Enterprises located within the State and Registered with the Government of Tamil Nadu, Department of Industries and Commerce, District Industries Centre.
- c) The Small Scale Industries Units located within the State and registered with National Small Industries Corporation.
- d) Departments of the Government of Tamil Nadu.
- e) Undertakings and Corporations owned by the Government of Tamil Nadu.
- f) Labour Contract Co-Operative Societies registered within Tamil Nadu
- g) Tiny Industries registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu.
- h) The Micro and Small Enterprises outside the State and registered with National Small Industries Corporation Limited
- i) Micro and Small Enterprises having provisional registration certificate are not eligible for Exemption.
- j) Central and the State Government Departments / Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

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

- a) Copy of Udyam Registration Certificate/NSIC to be uploaded by the firms located within the State of Tamil Nadu. The registration certificate must cover the adequate services related to the works. Whenever it is deemed necessary, TNPGL may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors.
- b) The tenderer shall upload a Chartered accountant certificate towards annual turnover and another certificate for calculation of investment on Plant And Machinery specified in the explanation I to sub – section (1) of section 7 of Income tax rules 1962 framed under the Income tax Act 1961, as per the recent MSME Notification No S.O 2119(E) dt. 26.06.2020. (Refer clause 8.3 & 8.4)
- c) Those tenderer under exempted category from payment of EMD shall upload the tender documents and tender document should be initialed/endorsed by the tenderer, having examined the tender specification together with the schedule-F

attached, as a token of acceptance to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfilment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited.

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

Mean while as per the Ministry of Micro, Small and Medium Enterprises (MSME), GOI Notification No S.O 278(E) dt.19.01.2022 has amended the validity of existing enterprises registered prior to 30.06.2020 up to 31.03.2022 i.e. extended the validity period of existing enterprises prior to 30.06.2020 through UAM, EM-Part II etc, from 31.12.2021 to 31.03.2022.

Considering the above, approval has been accorded vide (Per) CMD TNPGL PROCEEDINGS No. 07, DT. 17.03.2022 to adopt the extension of validity of existing enterprises registered prior to 30.06.2020 through UAM, EM Pat II etc up to 31.03.2022 in TNPGL tenders for exempting the bidders from EMD.

**ii) EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT IN THE CASE OF THE BIDDERS FURNISHING OF UAM, EM PART II:-**

(i) The following categories of Industries are exempted from payment of EMD subject to ensuring that the services should be covered in their Registration Certificate.

a) The Micro and Small Enterprises located within the State and Registered with the Government of Tamil Nadu, Department of Industries and Commerce, District Industries Centre.

b) The Small Scale Industries Units located within the State and registered with National Small Industries Corporation.

c) Departments of the Government of Tamil Nadu.

d) The SSI Units within the state, holding Acknowledgement issued for Entrepreneur Memorandum part-II obtained from District Industries Centre of Directorate of Industries and Commerce in respect of those items for which the Registration Certificate/ Acknowledgement has been issued.

e) Undertakings and Corporations owned by the Government of Tamil Nadu.

f) Labour Contract Co-Operative Societies registered within Tamil Nadu

g) Tiny Industries registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu

h) The Micro and Small Enterprises outside the State and registered with National Small Industries Corporation Limited

(ii) a) Micro and Small Enterprises having provisional registration certificate are not eligible for Exemption.

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

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

a) Copy of Entrepreneur Memorandum Part-II acknowledgement / Udyog Aadhar Memorandum Certificate issued by the Department of Industries and Commerce, District Industries Centre for Micro and Small Industries registered within the State of Tamil Nadu.

b) Copy of Entrepreneur Memorandum Part-II acknowledgement Udyog Aadhar Memorandum Certificate issued by the Department of Industries and Commerce, District Industries Centre in their respective states and Registration Certificate of National Small Industries Corporation Limited for Micro and Small Industries registered outside Tamil Nadu.

- c) Those tenderer under exempted category from payment of EMD shall upload the tender documents and tender document should be initialed/endorsed by the tenderer, having examined the tender specification together with the schedules attached, as a token of acceptance to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfillment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited.
- d) The tenderers shall upload the audited copy of Profit and Loss account / Balance Sheet in order to ensure the Status of Micro and Small Enterprises of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD. In case the investment held by them in Plant and Machinery as per their Financial Statement of Accounts exceeds Rs.5 Crores, the General Manager, District Industries Centre concerned will be requested to verify the Status of Micro / Small Enterprises of the firm. Till receipt of confirmation from General Manager / District Industries Centre concerned, the exemption from paying EMD for Micro and Small Enterprises shall not be extended.
- iv) In the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract to the effect to pay as penalty an amount equivalent to EMD. The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.
- v) Further, as per the Government of India, Ministry of MSME, vide Notification No.S.O.2119(E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in "Udyam Registration Portal" to obtain an e-certificate viz. Udyam Registration Certificate.

**10. CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES:-**

- a) If the documentary evidence i.e., Udyam Registration certificate/NSIC towards Exemption from payment of EMD is not uploaded by the SSI units located within the State of Tamil Nadu.
- b) If the services are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- c) If not furnished the chartered accountant certificate for investment held in Plant and Machinery or Equipment and Annual turnover value in support of Udyam registration.
- d) If the documentary evidences produced for Exemption from payment of EMD not uploaded.
- e) If the firms located outside the State of Tamil Nadu has uploaded Udyam Registration certificate/NSIC towards Exemption from payment of EMD, the offer will not be considered.

**11.0** Others viz. Central and other State Government Departments/ Undertaking and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.

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

- i) The Scanned copy of the E-receipt duly reflecting the EMD Transaction shall be uploaded.
- ii) Proof of documentary evidences towards Exemption from payment of EMD.

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

- 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 he violates any of the conditions after the acceptance and issue of the contract.
- e) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.
- f) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TNPGL Limited.
- g) 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.
- h) 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

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## **SECTION-II**

### **BID QUALIFICATION REQUIREMENTS (BQR)**

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

1. The bidder should have previous experience in carrying out RODM plant Maintenance works or Breakdown maintenance work in Dual Media Filter capacity 300m<sup>3</sup>/hr in thermal power station having unit capacity of 500 MW or above in TNPGL/ TANGEDCO/ TNEB/ PSU /OSEB's / Government organization / Government undertaking for a value of not less than Rs.4,92,480/- (Rupees Four Lakhs Ninety Two Thousand Four Hundred and Eighty Only) in a single order with in a period of last ten years from the date of tender opening.

2. The bidder should enclose the performance certificate from the end user for the above executed order. In case the bidder executed order to TNPGL/TANGEDCO/ TNEB, the performance certificate from end user will be obtained by the tender inviting authority.

3. The bidder's annual turnover should be more than Rs.4,92,480/- (Rupees Four Lakhs Ninety Two Thousand Four Hundred and Eighty Only) in any one of the said three financial years (2022 - 23, 2023-24, 2024-25).

In case of companies registered under companies act, the copy of the Audited financial statements like Profit & loss account and balance sheet with UDIN for the above mentioned three years shall be furnished and in case of others, the annual turnover certified by the Practicing Chartered accountant with UDIN or copy of Indian Income Tax return acknowledgement or copy of enlistment certificate issued by NSIC containing turnover details for all the three years shall be enclosed as documentary evidence to ensure the annual turnover criteria.

4. Necessary documentary evidences for all the above BQR should be uploaded along with the offer, otherwise the offer will be summarily rejected.

## SECTION – III

### REJECTION OF TENDERS

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

#### **1.0 REJECTION OF TENDERS:**

- I. Tenders will be **SUMMARILY** rejected if  
The EMD requirements are not complied with.
  - a) Received EMD in any other mode of payment other than online payment/PEMD.
  - b) Not accompanied by the required EMD or Proof of exemption.
  - c) Not accompanied by an undertaking where EMD is exempted.
  - d) Received with EMD **other than on line payment/Udyam/NSIC** (as mentioned in the specification)
  - e) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
  - f) Not satisfying any one of the Bid Qualification Requirement as stipulated in Section II.
  - g) Tenderers who seek exemption from payment of EMD in lieu of having furnished Udyam Registration certificate shall submit the self declaration to pay the amount equivalent to EMD, together with GST as specified in Schedule-F.
  - h) If he withdraws his tender.
  
- II. Tender is **LIABLE** to be rejected, if it is:
  - a) Not covering the entire scope of work.
  - b) Not properly signed by the tenderer.
  - c) Does not confirm to TNPGL's specification
  - d) Not in the prescribed form
  - e) With validity period less than that stipulated in this specification.
  - f) Not in conformity with TNPGL's Commercial terms and Technical Specifications (Section -V & VI).
  - g) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
  - h) From any black listed Firm or Contractor.
  - i) Received by Telex / Telegram / E-Mail/ Fax.
  - j) From a tenderer whose past performance / Vendor rating is not satisfactory
  - k) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
  - l) Received after tender opening.
  - m) If Questionnaire as per **schedule B** and Tender Acceptance letter as per **schedule E** are not duly filled and signed by the tenderer.

**SECTION- IV**  
**INSTRUCTION TO TENDERERS**

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

**1.1. SCOPE OF WORK:**

Described in Schedule-A

**2.0. SUBMISSION OF TENDER OFFER:**

2.1. The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.

**3.0. SUBMISSION OF TENDERS:**

3.0.1. The Tender Offer consisting of Schedules-A should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.

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

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

**3.0.4. RECEIPT OF TENDER:**

**The tenders received after the specified date and time will summarily be rejected.** If the date happens to be holiday, the next working day will be the due date.

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

3.1.1. At any time after the commencement of e-Tender and before the closing of the event, TNPGL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.

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

3.1.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/NCTPP-III, or SE/M-I/NCTPP-III, TNPGL, Chennai- 600 120 on the clarifications will be final and binding on the Tender.

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

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

**3.4. QUOTATION OF RATES:**

**3.4.1. BEFORE QUOTING:**

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

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

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

**3.4.2. QUOTATION OF RATES:**

Rates should be quoted in figures.

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

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

### **3.5. PRINTED TERMS AND CONDITIONS IN TENDERS:**

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

### **3.6 INCOMPLETE TENDERS:**

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

### **3.7 AMBIGUITIES IN CONDITIONS OF TENDERS:**

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

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

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

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

### **4.0 TENDER OPENING:**

#### **4.1 OPENING OF TECHNO COMMERCIAL CUM PRICE BID :**

The Tender offers will be opened electronically on 02.06.2026 at 14.30 Hrs. on the date notified, in the Office of Superintending Engineer / Mechanical -I / NCTPP-III Chennai-600120 through <https://tntenders.gov.in/nicgep/app> in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

If the Due date of opening is declared as a holiday, the tender will be opened on the next working day at 14: 30 hrs

The bidder must fill up Schedule A of F-tender and upload all necessary documents before making final submission. During tender opening, the EMD and all the necessary documentary proofs along with BQR documents will be evaluated.

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

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

5.2. The TNPGL will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

5.3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish

5.4. Unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

### **6.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:**

6.1. The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000.

6.2. The tender offers received will be examined to determine whether they are in complete shape, all required

Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.

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

- a) The quoted price will be corrected for arithmetical errors.
- b) The evaluation will be done based on the GST rates quoted by the bidders in place of the existing provision of "Exclusive of TNVAT and inclusive of CST wherein the Tenderers are from the state of Tamil Nadu and from outside the State of Tamil Nadu respectively".

6.4. The rates quoted by the eligible lowest tenderer in the open tender Rate Contract Scheme shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined. All eligible bidders who accept the rate shall be enlisted.

#### **7.0 TIE BREAKER:**

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

#### **8.0 RIGHTS OF THE BOARD:**

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

- a) To vary the quantity finally ordered to the extent of 25% indicated in the Tender document.
- b) To split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered work contract is so vital in nature and the failure to exam would affect the public interest.
- c) To recover losses, if any, sustained by TNPGL, from the firm who pleads his inability to execute and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
- d) To cancel the orders for not keeping up the contract period.
- e) To vary the delivery period based on the requirement and contingencies at the time of placing the Rate contract.
- f) To accept the lowest eligible tender.
- g) To reject any or all the tenders or cancel without assigning any reasons therefore.
- h) To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TNPGL

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

#### **9.0. DEVIATIONS:**

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

9.2. No alternate offer will be accepted.

#### **10.0 VENDOR RATING:**

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

#### **11.0 NEGOTIATION:**

Negotiation will be carried out with the L1 tenderer after opening of tenders **through online only**. When more than one bidder have quoted same value during bid submission, the bidders are allowed for resubmission of financial bid within the due date and time for the evaluation of L1 Bidder.

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

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**SECTION V**  
**GENERAL & COMMERCIAL CONDITIONS**

**1.0 SCOPE: As per tender schedule**

**2.0 PRICE:**

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

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

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

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

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

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

**3.0. VALIDITY:**

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

Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TNPGL

**4.0. SECURITY DEPOSIT**

**SECURITY DEPOSIT FOR CONTRACT PERFORMANCE:**

The successful tenderer will have to furnish Security Deposit for contract Performance for 5% of the total accepted value of the contract less EMD amount, if already paid.

i. The Security Deposit to be paid in the form of electronic mode of payment DD /NEFT/RTGS/ Banker's Cheque for the value upto Rs. 10 Laks.

ii The Security Deposit to be paid in the form of electronic mode of payment DD /NEFT/RTGS/ Banker's Cheque / Irrevocable Bank Guarantee in case value exceeds Rs.10 lakhs.

iii. If the SD cum PG paid by means of Bank Guarantee, it will be accepted only after the Verification from the Banks.

iv. The Security Deposit cum Performance Guarantee to be furnished towards fulfilment of the Contract. In Case of BG, The SD cum PG shall be Valid/ Extended for the entire period of Guarantee

v. The Security Deposit / EMD, SD cum Performance Bank Guarantee are refundable only after the satisfactory fully Completion of the work and the expiry of Guarantee Period of work in all respects. Alternatively, the Earnest Money Deposit remitted by the firm will be refunded on request, if the Security Deposit for contract Performance is paid in full without adjusting the EMD amount.

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

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

The Security Deposit for contract will be refunded to the contractor only if the contract is completed as per the agreed conditions. If the TNPGL incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the TNPGL, then the TNPGL will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.

The above security deposit for contract Performance has to be paid within 15 days from the date of receipt of work order. The SD will not carry any interest and the same will be return on satisfactory completion of guarantee period. The bill will not be passed without SD cum Performance guarantee.

In the event failure to remit security deposit within 15 days, the EMD shall be forfeited and the Work order will be cancelled.

If the security Deposit is paid belatedly, the same shall be accepted with a penal interest at 12% per annum for the delayed period.

GST for forfeiture of security deposit: GST will have to be paid if forfeiture of EMD/Security Deposit, GST@18% will have to be collected additionally for forfeiture EMD/SD amount.

#### **5.0. LIQUIDATED DAMAGES:**

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

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

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

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

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

##### **6.1. Within the contract period:**

90% of payment all inclusive prices (including GST) will be paid after completion of works and after receipt of bills with following documents.

- i. Invoice in triplicate
- ii. PAN & GST No.
- iii. Bank account details for making online payment by TNPGL.
- iv. Statuary compliance certificate on labour laws as per TNPGL Auditor.

Balance 10% of all inclusive prices including GST retained as retention amount will be paid within a reasonable time after completion of Guarantee period.

##### **6.2. Beyond the contract period:**

90% of all inclusive prices (including GST) will be paid after receipt and acceptance along with above required documents mentioned after deducting LD and other recoveries.

Balance 10% of all- inclusive prices will be paid within a reasonable time after completion of entire work and closure of the purchase order and other recoveries.

6.3. The payment to SSI and non-SSI units will be released within the time frame of 90 days from the date of completion of works/completion of services, failing which non -payment within due date both SSI and non-SSI units simple interest will be paid for the delayed period at the SBI 3 months MCLR.

The 5% SD inclusive of EMD and 10% R.A. recovered will be released only after the final bill is passed and after the completion of the guarantee period.

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

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

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

#### **7.0. GUARANTEE CLAUSE:**

The guarantee period is 6 (Six) months from the date of Completion of work. Any defects noticed in Workmanship during the guarantee period the same should be rectified by the contractors at free of cost.

**8.0. PERIOD OF CONTRACT: 6 Months** from the date of handing over the site. (Subject to availability of LC)

#### **9.0. INCOME TAX:**

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

#### **10.0. TENDER AND AGREEMENT:**

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

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

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

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

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

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

#### **11.0. PERMANENT ACCOUNT NUMBER (PAN):**

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

## **12.0.SCHEDULE OF QUANTITIES:**

Only one schedule contains 10 item of quantities is enclosed to this tender specification. It shall be definitely understood that the TNPGL does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alterations omission, deductions additions at the discretion of the Superintending Engineer (or as set-forth) in the condition of the contract. The tenderers will, however, quote his tender on this schedule of quantities. He should quote specific rate for each items in the schedule and the rates should be written both in figures. The quantities given are approximate only with view to enable the tenderers to quote their overall rate for each item of work in the tender schedule. The contractor will have no claim for any upward or down ward revision in quantities indicated in the schedule. The rates quoted should be FIRM till the tenure of contract.

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

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

## **13.0. SUBLETTING:**

The contract is not transferable. No part of the contract shall be sublet without prior written permission of the TNPGL nor shall transfer be made by power of attorney authorizing other, to receive payment on contractor's behalf.

**14.0.CLARIFICATION AND FURTHER INFORMATION:** If necessary, all information/clarification to this tender if required, the Tenderer is advised to give a written query along with their Fax number to the Superintending Engineer/M/Comg/NCTPP III Chennai-120 well in advance i.e. 2 days in advance prior to the date of opening of tender and the reply to the queries will be furnished within one day and the tenderer is advised to collect the same in person and thereafter submit the tender. Reply to all clarifications raised by the intending bidders will be furnished by E-mail/Fax within a day positively. No clarification/further information is possible after this dead line and their offers will not be considered. If any tender is received, pending receipt of clarifications, if any sought for by the said tenderers, the same will be summarily rejected. The tenderers are required to furnish their E-mail address and Fax numbers if any for sending the Boards reply. Bids received without any queries against this clause shall be treated as total acceptance of the Board's terms and conditions and that no issues will be raised later on.

## **15.0. RATES TO INCLUDE ALL INCIDENTAL ITEMS:**

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

## **16.0.FORCE MAJEURE:**

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

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

## **17.0 OVERVIEW OF GOODS SERVICE TAX (GST):**

i. Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the

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

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

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

iv. **GST Registration Number:** TNPGL has registered into GST regime on 03.04.24 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TNPGL is 33AAKCT7598K1ZI. The details are also posted in TNPGL web portal. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digit represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is represent check digit.

v. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.

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

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

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

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

- he is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
- he is not engaged in making any supply of goods which are not leviable to tax under this Act;
- he is not engaged in making any inter-State outward supplies of goods;
- he is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
- he is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.

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

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

principalsupply is machinery). In this case, the rate of principal supply will be applied on entire value.

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

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

### **18.1. GOODS SERVICE TAX (GST):**

- i) 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.
- ii) The TNPGL has been registered as a dealer under GST Act 2017 on 03.04.24 and Registration number **33AAKCT7598K1ZI**.  
It is the responsibility of the tenderer to make sure about the correct rates of tax leviable on the works at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TNPGL will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.
- iii) Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TNPGL.  
In case of delayed delivery, the GST prevailed on the date of actual delivery or GST applicable on the date of the contractual date of delivery whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.
- iv) Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the tenderers

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

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

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

### **b) Transactions which require E-way bill:**

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

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

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

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

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

for intra-state movement of goods w.ef.02.06.2018.

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

**18.4. Applicability of GST TDS:**

a) The TDS under GST will be deducted at the time of payment or accounting in the books of accounts whichever is earlier. Once the taxable value of contract exceeds Rs.2,50,000/-, then each and every invoice on that contract shall be subjected to the TDS under GST irrespective of value of such invoice.

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

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

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

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

- \* Bills of supplier for advance payment.
- \* Amount of retention from the bills of supplier.
- \* Supply of goods or services or both by supplier registered under GST as Composition dealer.
- \* Thus Gross value of invoice (Except GST portion) shall be taken while applying TDS under GST rate.

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

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

12. Where the payment is made to an unregistered supplier.
13. Where the payment relates to "Cess" component.

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

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

**f) Exemption from TDS**

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

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

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

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

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

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

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

**Note:**

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

**19.0 Provision of IT Clause (194 Q) of IT Act:**

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

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

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

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

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

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

#### **20.0. LIABILITY FOR ACCIDENT TO PERSONS:**

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

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

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

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

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

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

#### **21.0 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.

**22.0. SUSPENSION OF WORK:**

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

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

**24.0 INSPECTION OF WORK:**

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

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

**25.0 FAILURE TO EXECUTE THE CONTRACT:**

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

**26.0 QUANTITIES:**

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

**27.0 JURISDICTION FOR LEGAL PROCEEDINGS:**

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

**28.0 BAR OF JURISDICTION:**

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

**29.0 ARBITRATION ACT NOT TO APPLY:**

TNPGL will not accept arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provision of Arbitration Act 1940 or any other enactment in replacement thereof in the event of any dispute between the parties.

### **30.0 CLEARING OF THE SITE:**

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

### **31.0 CONTRACT:**

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

### **32.0 RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:**

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

### **33.0 RIGHT TO DECIDE TENDER RESERVED:**

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

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

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**SECTION –VI**  
**TECHNICAL SPECIFICATION**

**Name of work:** NCTPP III - Mechanical I Circle - Common Auxiliaries Division – RODM Plant- Rectification of defects in Dual Media Filters (DMF) E, F & G capacity 300m<sup>3</sup>/hr each by removal of media, inspection of internals and replace damaged nozzle filters and reloading the medias in DMF –E,F & G and rectification/Overhauling its valves and commissioning for normal operation.

**1. Scope of work:**

Sl. No.	Description	Qty	Unit
1	Charges for opening of DMF top & bottom man hole doors of capacity 300 M3/Hr , for removal of media (Sand, pebbles & anthracite),segregation of removed anthracite, sand, pebbles and washing of removed medias, including T&P and consumable.	3	Nos
2	Charges for dismantling and inspection of inlet and outlet distribution system and their connected pipe lines, checking the laterals and replace if necessary, cleaning the DMF beds thoroughly, removing the debris leftout in the beds and assembling the inlet and air scoring distribution system, including T&P and consumable.	3	Nos
3	charges for loading the filter media (sand pebbles & anthracite) according to the size to the required level and closing the top and side manholes, including anthracite, T&P and consumable.	3	Nos
4	charges for providing Scaffolding and working platform for removal and reloading of medias from top and bottom manhole door at the elevation height of 5 mtr at two different locations, including T&P and consumable.	3	Sets
5	charges for Inspection of Filter nozzles 1760 Nos (per DMF) and replace the damaged filter nozzle (50 Nos), including T&P and consumable. (Filter nozzle will be supplied by TNPGL)	3	Nos
6	Charges for Replacement /overhauling the worn out 200/250NB of DMF inlet (isolation manual) /inlet (isolation pneumatic/drain/outlet (Pneumatic isolation))/outlet (manual isolation) butterfly valve, including T&P and consumable.	15	Nos
7	Charges for Replacement /overhauling the worn out 150NB of DMF Drain Isolation valve (pneumatic)/air vent valve, including T&P and consumable.	6	Nos
8	Charges for Replacement /overhauling the worn out 400NB of DMF backwash outlet to sludge drain /DMF backwash inlet header to DMF inlet valve (pneumatic), including T&P and consumable.	6	Nos
9	Charges for dismantling the worn out 200NB of air line to DMF isolation ball valve and overhauling and refixing the valve including T&P and consumable.	3	Nos
10	Charges for dismantling the worn out 200NB NRV of air line to DMF and overhauling and refixing the valve including T&P and consumable.	3	Nos

Necessary Scaffolding arrangements shall be provided by contractor to open top and side manhole doors for checking medias like sand, pebbles and anthracite. Required exhaust fan shall also be provided by contractor during unloading and loading of medias. After unloading the medias from DMF, it has to be segregated and thoroughly washed. After inspection of the filter

nozzle by the site engineer, damaged filter nozzle is to be replaced. Supply of Filter nozzle is under TNPGL scope. If the anthracite media is not adequate level as per the design, the anthracite media shall be topped up. Supply of anthracite media is under contractor's scope. Each DMF associated manual/pneumatic valve NRV to be opened and it has to be inspected by site engineer. If valve or NRV is found in damaged condition, it is to be rectified or overhauled as per the direction of site Engineer. Necessary tools and consumables for above mentioned works is under the contractor's scope. Dismantling the scaffolding arrangement after completing the work. Once all the above works are completed satisfactorily, trial run has to be carried out in presence of Engineer in charge.

## **2. SPECIAL CONDITIONS:**

- 1) All tools & tackles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness /working conditions of tools, tackles.
- 2) The work has to be carried out as per section VI(Technical specification) of Tender specification and as per the instruction of Engineer-In-Charge.
- 3) All consumable items like gada cloth, cotton waste, kerosene, gas, diesel, lubricants, etc., will be in the scope of the contractor.
- 4) All safety/PPE's required during work at site are to be arranged by the contractor. The Contractor shall have to provide necessary safety and PPE appliances such as helmet, gloves, goggles and safety belts etc., to their labours at their own cost.
- 5) The special consumable Anthracite media required for the work shall be in the contractor scope.
- 6) All Tools and plant required for the work shall be in the contractor scope.
- 7) Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package wise supervisors for work execution as per and for day to day work planning & coordination with respective department Engineer-in-charge to obtain day today Location/Package wise work permits, to get daily location wise work supervision, to record Location/Package wise joint work done reports/measurements/trip certification, to prepare Location/ Package wise separate bills, to prepare & apply Location /Package wise man power gate pass, to maintain Location/Package wise statutory & legal compliance records, etc.,
- 8) The CONTRACTOR shall supply all information regarding supplying of materials and progress of work daily as required by the ENGINEER in charge.
- 9) Contractor shall submit following documents to the Engineer-in-charge for verification purpose of the bill:
  - (a) Copy of invoices, "In pass" for the materials and the Tools and plants brought and used for this work such as clamps, adapter etc.,
  - (b) Copy of receipt for the Board materials and Site taken over certificate.
- 10) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- 11) If any equipment or part are found damaged due to negligent/ faulty maintenance the equipment cost of such damages shall be recovered from the contractors monthly bill / retention money/ security deposit.
- 12) The contractor has to shift spares, lubricant etc., in required quantity duly approved by TNPGL engineer whenever necessary from TNPGL store / warehouse to site or site store as per the instruction of engineer in charge. Contractor has to arrange transportation for above. The cost of transportation will be on contractors account.

The contractor is responsible for safe transportation, handling and storage of board materials.

- 13) All new replacements either spare parts or consumables shall be produced for inspection by TNPGL engineer in charge before its actual use in work.
- 14) It is the contractors responsibility to ensure without failure Immediately after completion of maintenance job, that the work area has to be cleaned by removing all the tools, scrap, cotton waste, oil, grease etc.,
- 15) The material transaction will be made through NCTPP-III Stores for the Supply Portion involved in this work.
- 16) The scrap material should be devoluted to NCTPP-III stores by the contractor as per the instruction of Engineer–In-Charge.

### **3. SPECIAL SAFETY CONDITION:**

- 1) The Engineers In-Charge of the site who is always available at site are the right and responsible person to insist on PPE to the workers and observe the safety conditions of site so as to issue proper guide lines to the labours. The Factory Safety Officer could not always available at one place, since he has to look after the safety works of the entire plant.
- 2) The Engineers In-Charge along with safety officer shall educate the labours on PPE and if not followed or default in using the PPE's, necessary fine shall be imposed and recovered from the Contractor's bills.
- 3) The Engineers In-Charge shall incorporate all Safety & General Conditions in their Tender specification/Agreement/Acceptance Orders so as to fix responsibility of labours safety on the respective contractors.
- 4) If any Accidents / Incidents occurs the respective Circle Heads shall make a enquiry and send the report to the Factory Manager immediately and also issue a warning memo (minimum) to the Engineers In-Charge.
- 5) The Joint Director of Industrial Safety & Health is fixing responsibilities and giving show cause notices only to the Occupier and Factory Manager, which will not be known to the level of Engineers In-Charge who is the sole responsibility of accidents/incidents at site.
- 6) The Engineers In-Charge shall be strictly avail the Hot & Cold work Permits, Line clearances and arrange to educate labours in LOCKOUT/TAGOUT and follow Safe Operating Procedures.
- 7) The Engineers In-Charge shall be always at site when works are under taken by the labours especially works at confined, closed areas such as inside Boiler, Ducts, manholes, inside pipe lines, switch gears, MCC rooms, Transformer, Electrical Yards, Chemical handling, etc.,
- 8) The Engineers In-Charge shall see the health conditions of labour and as well as site conditions so as to take necessary steps to avoid accidents.
- 9) The Engineers In-Charge shall arrange for clearing of water loggings and house keeping in all buildings to avoid mosquito breeding. And also to clear the bushes in the trenches and equipment areas to avoid entry of snakes & insects.
- 10) The Engineers In-Charge shall arrange to arrest spreading of ash and coal dust particles so as to avoid respiratory issues to the working labours.
- 11) The Engineers In-Charge along with Safety Officer shall make a permanent arrangement for training safety Induction and video display classes.
- 12) The Engineers In-Charge shall arrange speed breakers at critical junctions and speed limit display boards. And also strictly insist helmet on two wheeler riders.
- 13) The Engineers In-Charge shall insist the labours to wear the safety belts who is working at heights, if failed the work shall be immediately stopped by the Engineers In-Charge.
- 14) The Engineers In-Charge shall obtain the test certificates for all tools and tackles, cranes, hydra, pay loaders, front loaders etc., from the contractors.
- 15) The Engineers In-Charge shall check the validity of all vehicle registration/FC, driver license and etc.,

- 16) The Engineers In-Charge shall renew the statutory licenses such as for Boilers, Pressure Vessels, Fuel Oil storage tanks, H2 storage, Chemical storage, all Lifts, Electrical appliances and etc.,
- 17) The Engineers In-Charge shall periodically check the validity of Fire extinguishers, replace if necessary, check healthiness of fire deductors and etc.,
- 18) The Engineers In-Charge shall restrict / stop the entry of unauthorized persons inside the all operational control rooms, Switch gear rooms, MCC rooms, Equipment rooms, UPS rooms, Battery rooms, Boiler elevations and etc.,
- 19) The Engineers In-Charge shall arrange for parking of all vehicles at specified parking places only, it was observed that many places inside plant, vehicles are parked inside equipments running rooms, road side, transformer area and etc.,
- 20) The Engineers In-Charge shall inspect daily the coal yards for any smoke / fire and shall arrange immediately for quenching and also clear the accumulated coal dust from the conveyor belt areas.
- 21) The Engineers In-Charge shall check healthiness of pull guard system, siren system, Fire fighting system, LPB and etc.,
- 22) The Engineers In-Charge shall remove all waste / cloth bits, lube oil collection, flammable material from Turbine HOT zone areas and arrange for insulation of exposed HOT areas.
- 23) The Engineers In-Charge shall check healthiness of fire fighting arrangements at Fuel oil unloading, forwarding, Boiler Oil station areas and also cleaning the spilled fuel oil from the areas.
- 24) The Engineers In-Charge of the site, to make sure that to keep the working area in good condition thro' regular house keeping by stopping the work and engaging to clean 15 min before leaving the site and disposing the debris etc into the specified dust bins.

#### **4. STAFF TO BE MAINTAINED:**

The contractor shall deploy adequate manpower to carry out the works as mentioned in the schedule of works as per the direction of site Engineer-in-charge.

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**SECTION –VII**  
**GENERAL CONDITIONS (STATUTORY COMPLIANCES):**

1. The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
2. The Contractor shall pay 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 there under from time to time.
5. The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.
6. The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his subcontractors. (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.
8. The contractors executing the works contract/contract in which labours are engaged should provide an accidental insurance scheme for Rs.2,00,000/- additionally under Pradhan Mantri Suraksha Bima Yojana (PMSBY) scheme through the Bank/Post office for a premium of Rs.20/- per annum perperson, to all the labours engaged by them for the works in TNPGL.

## **1.0) CONTRACT LABOUR REGULATIONS :**

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

- a. Name and situation of the work.
- b. Contractor's name and address
- c. Particulars of the Department for which the work is undertaken,
- d. Name and address of sub-contractors as and when they are appointed.
- e. Commencement and probable duration of the work.
- f. Number of workers employed and likely to be employed.
- g. 'fair wages' for different categories of workers.
- h. Number of hours of work which shall constitute a normal working day.
- i. The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTYEIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
  - ii. Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
    - (a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
    - (b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
    - (c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

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

(iv) Employment Card:

a). 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.

b). The contractors executing the works are instructed to issue Photo ID card Form 25-C prescribed under rule 103-C of the Tamilnadu factories rules 1950 to the labourers engaged for the works at NCTPP –III.

c). The Form 25-C ID card should have the following additional information

(i).EPF UAN No.(ii) ESI IP No. (iii) Aadhar.No. and the card should have QR code provisions, so as to confirm the Name, EPF & ESI using the QR code facility.

d).The contractors could get the assistance from any of the service providers executing the digital based compliance service audit /contract compliances audit in NCTPP-III for obtaining the Photo ID card Form 25-C with QR code.

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

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

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

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

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

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

b. Rate of Wages.

c. Sex.

d. Age.

e. EPF UAN number

f. ESI number

g. Aadhaar number

h. Nature of accident and cause of accident.

i. Time and date of accident.

j. Date and time when admitted in hospital.

k. Date of discharge from the hospital.

l. Period of treatment and result of treatment.

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

n. Claim required to be paid under Workmen's Compensation Act.

o. Date of payment of compensation.

p. Amount paid with details of the person to whom the same was paid.

q. Authority by whom the compensation was assessed.

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

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

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

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

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

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

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

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

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

## **2.0) Compliance of EPF & MP Act, 1952:**

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

- a. The Contractor should have a separate EPF main code number.
- b. 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.
- c. The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act.
- d. The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works.
- e. 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.
- f. In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP 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 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.
- g. In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above. The EPF employer contribution will be restricted upto Rs.15,000/- only.

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

- a. The contractor who take up the works contract for TNPGL is required to comply with all the provisions stipulated to ESI Act 1948.
- b. The contractor should have a separate ESI main code number.
- c. The contractor should be responsible for the payment of necessary ESI contributions –

both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.

- d. The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- e. The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.
- f. The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work.
- g. In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TNPGL 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.
- h. (i). The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.

(ii). The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.

(iii). The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

#### **4.0) Statutory Compliance Clearance Certificate:-**

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

#### **5.0) The Building and Other construction Workers Act:-**

(other than the circle/station registered under the Factories Act)

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

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

- a. The Contractor who take up works contract for TNPGL should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
- b. The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified 31 from time to time and shall also indemnify TANGEDCO/TANTRANSO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.
- c. The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPGL is required to comply with all the provisions of the InterState 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.
- d. The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
  - i) Muster Roll in Form – XVI.
  - ii) Register of Wages in Form – XVII.
  - iii) Register of overtime in Form – XVIII.
  - iv) The contractor shall issue an photo identity card to his employees.

#### **7.0) Wages:-**

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

#### **8.0) EPF Documents to be Produced for Claiming Bills:-**

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

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

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

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

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

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

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

#### New Forms:

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

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

- a. An undertaking as specified in Annexure-II should also be obtained from the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.

- b. The TNEB (TNPGL) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement with respective Superintending Engineer's of the circle.

## **12.0 SAFETY CONDITION:-**

- (i) All the relevant personal protective equipment's like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- (v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- (vi) If any accident occurs, it should be informed to the concerned officer of TNPGL in writing by the concerned contractor immediately.
- (vii) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.
  - (a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
  - (b) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

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

- (i) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
  - (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - (b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- (ii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :–
  - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (iii) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- (iv) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
  - (a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
  - (b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
  - (c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in- Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.

- (d) The Contractor is not exempted from the operation of any other Act or Rule in force.

**13.0) Deployment of man power :**

The contractor should have to employ up to 10 % of the eligible work force (skilled and unskilled labours) from the Nearby 8 Villages .

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## SCHEDULE –A

**SPECIFICATION NO.** CE/NCTPP-III/SE/M-I/OT.No. 04/26-27.

**Name of work:** **of** NCTPP III - Mechanical I Circle - Common Auxiliaries Division – RODM Plant- Rectification of defects in Dual Media Filters (DMF) E, F & G capacity 300m<sup>3</sup>/hr each by removal of media, inspection of internals and replace damaged nozzle filters and reloading the medias in DMF –E,F & G and rectification/Overhauling its valves and commissioning for normal operation.

Sl. No.	Description	Qty	Unit	Rate.per	GST
1	Charges for opening of DMF top & bottom man hole doors of capacity 300 M3/Hr , for removal of media (Sand, pebbles & anthracite),segregation of removed anthracite, sand, pebbles and washing of removed medias, including T&P and consumable.	3	Nos	Price to be quoted online only	
2	Charges for dismantling and inspection of inlet and outlet distribution system and their connected pipe lines, checking the laterals and replace if necessary, cleaning the DMF beds throughly, removing the debris leftout in the beds and assembling the inlet and air scoring distribution system, including T&P and consumable.	3	Nos	Price to be quoted online only	
3	charges for loading the filter media (sand pebbles & anthracite) according to the size to the required level and closing the top and side manholes, including anthracite, T&P and consumable.	3	Nos	Price to be quoted online only	
4	charges for providing Scaffolding and working platform for removal and reloading of medias from top and bottom manhole door at the elevation height of 5 mtr at two different locations, including T&P and consumable.	3	Sets	Price to be quoted online only	
5	charges for Inspection of Filter nozzles 1760 Nos (per DMF) and replace the damaged filter nozzle (50 Nos), including T&P and consumable. (Filter nozzle will be supplied by TNPGL)	3	Nos	Price to be quoted online only	
6	Charges for Replacement /overhauling the worn out 200/250NB of DMF inlet (isolation manual) /inlet (isolation pneumatic/drain/outlet (Pneumatic isolation)/outlet (manual isolation) butterfly valve, including T&P and consumable.	15	Nos	Price to be quoted online only	
7	Charges for Replacement /overhauling the worn out 150NB of DMF Drain Isolation valve (pneumatic)/air vent valve, including T&P and consumable.	6	Nos	Price to be quoted online only	
8	Charges for Replacement /overhauling the worn out 400NB of DMF backwash outlet to sludge drain /DMF backwash inlet header to DMF inlet valve (pneumatic), including T&P and consumable.	6	Nos	Price to be quoted online only	

9	Charges for dismantling the worn out 200NB of air line to DMF isolation ball valve and overhauling and refixing the valve including T&P and consumable.	3	Nos	Price to be quoted online only
10	Charges for dismantling the worn out 200NB NRV of air line to DMF and overhauling and refixing the valve including T&P and consumable.	3	Nos	Price to be quoted online only

**Note:**

1. The price quoted will be inclusive of EPF & ESI and there will not be any reimbursement of EPF & ESI
2. While quoting the rates the bidder shall indicate the applicable GST for all the tendered items as per GST Act.
3. L1 bidder shall be determined by comparing the combined value of all inclusive rates quoted by each bidder, subject to provision under clause 6.0 section IV of Tender specification.

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION :

COMPANY NAME :

**SCHEDULE-B  
QUESTIONNAIRE FORM**

**INSTRUCTIONS:**

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

<b>Sl.no</b>	<b>Particulars</b>	<b>Bidders Response</b>
<b>1</b>	Name & Address of the Firm / Company  Registered Office Factory / works Address Fax No. Telegraphic Address	
<b>2</b>	Name, Designation & Address of the person signing the tender	
<b>3</b>	<b>EARNEST MONEY DEPOSIT</b>	
	(a) Mode of Payment <b>(b) Details of Online Payment</b> If exempted, (a) Udyam Registration Certificate/NSIC regarding exemption enclosed (b) PEMD enclosed (c) BG/e-BG enclosed	Online /Exemption from payment of EMD/e-BG Ref No: YES/NO  YES/NO YES/NO
<b>4</b>	<b>PAN, EPF,ESI,AND GST</b>	
	whether proof of PAN number uploaded	YES / NO
	whether proof of EPF number uploaded	YES / NO
	whether proof of ESI number uploaded	YES / NO
	whether proof of GST	YES / NO
	HSN/Account Code of service (SAC)	
	Note: The above break-up details should be furnished clearly without any ambiguity along with the technical bid.	
<b>5</b>	<b>GENERAL &amp; COMMERCIAL TERMS</b>	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION V OF TENDER SPECIFICATION	
	a) Payment terms (clause 6)	YES / NO
	b) Period of Contract (clause 8)	YES / NO
	c)Liquidated Damages (Clause 5)	YES / NO
	d) Security Deposit (clause 4)	YES / NO
	e) Jurisdiction for legal proceedings (clause 27)	YES / NO
	f) Guarantee (clause 7)	YES / NO
<b>6</b>	<b>TENDER ACCEPTANCE LETTER</b>	
	Whether Tender acceptance letter as per Schedule -E signed with company Seal on letter head and uploaded in the technical Bid	YES / NO

**UNDERTAKING**

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

DATE:  
PLACE:

SIGNATURE OF THE TENDERER:  
NAME:

STATUS IN THE COMPANY (Affix seal of the company)

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

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

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

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

Company Seal:

Signature :

Designation :

Company :

Date :



## SCHEDULE – 'D'

### DEVIATION FROM COMMERCIAL TERMS AND CONDITIONS

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

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:

Signature :

Designation :

Company :

Date :

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**SCHEDULE-E**  
**TENDER ACCEPTANCE LETTER**

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

(To be given on Company Letter Head)

To,  
The Chief Engineer,  
NCTPP-III,  
Chennai-120.

Date: -----

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender: -----

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
As per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security cum Performance guarantee clause-4.0, Section-V, of the specification, we agree to furnish security cum performance guarantee to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

## SCHEDULE- F

### SELF-DECLARATION

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

### ACCEPTANCE LETTER to pay amount equivalent to EMD

(To be given on Company Letter Head) Date:

To,

-----

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender/Work

Dear Sir,

I/We \_\_\_\_\_ hereby accept and authorize the TNPGL to recover the amount equivalent to EMD Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (IN WORDS) together with costs if any, in the event of non-fulfilment of the conditions stipulated in the tender specification i.e in all cases where EMD paid shall be forfeited along with applicable GST.

**SIGNATURE**

**NAME IN BLOCK LETTERS**

**SEAL OF THE COMPANY.**

Note: **Those who claim EMD exemption by enclosing UDYAM Registration certificate/NSIC should compulsorily enclose/upload the duly filled endorsed Self Declaration form in letter head with company seal otherwise the offer will be summarily rejected.**

## **A N N E X U R E- I**

### **BANK GUARANTEE FOR EMD**

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

Beneficiary: The Financial Controller/NCTPP-III

Date:

Guarantee No:

We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) e-tender/Single part system at NCTPP Stage III, Chennai-120, Tamil Nadu.

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

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

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

b) having been notified of the acceptance of its Bid by the Employer during the period of validity

(i) fails or refuses to execute the Contract Form, if required, or

(ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

Signature

With seal of the Bank

(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)