



**TAMILNADU POWER GENERATION CORPORATION LTD
METTUR THERMAL POWER STATION-I**

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

Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in unit-IV APH A & B during forthcoming Capital overhaul Model: 27VIT (M) 72⁰ 2000mm.Quantity:-2 Nos.

SPEC. NO.CE/MTPS-I/SE/P&A/EE/S&I/AEE-3/O.T.No.:02/2026-27

OPENING DUE ON 16 .06.2025.

OPEN TENDER / TWO PART SYSTEM

**OFFICE OF THE CHIEF ENGINEER
METTUR THERMAL POWER STATION-I
METTUR DAM-636 406.
TAMIL NADU.**

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

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

The bidding under this contract is electronic bid submission through website <https://tntenders.gov.in/nicgep/app> page only. Detailed guidelines for viewing bids and submission of

online bids are given on the website. Any citizens or prospective bidders can login to this website and view the invitation for Bids and can view the details of works for which bids are invited.

1.0 REGISTRATION:

1.1 The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.

1.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.

1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.

1.4 Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

1.5 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.

1.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

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

e-mail : support.etender@nic.in

Contact No. : 044 – 24466495

24902580 Extn:332

24917850

2.0 SYSTEM REQUIREMENT:

i. Operating System: Windows XP-SP3 & above

ii. Internet browser : IE7 and above.

Signing type : Digital Signature (class III)

JRE 7 update 79 (referred file-Windows X-86 Offline) and above to be downloaded and installed in the system.

To enable AKK active X controls and disable 'use pop up blocker' under Tools – Internet Options – custom level. For detailed guidance about browser and Jaa configuration the bidders are advised to go through the video guide available under "Bidders Manual Kit" at

<https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>

3.0 SEARCHING FOR TENDER DOCUMENTS

3.0 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.

3.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3.3 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.

4.0 PREPARATION OF BIDS

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

4.2 Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which

the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. One hardcopy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TNPGL after opening of the e-tender

4.4 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.

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

5.0 ELECTRONIC SUBMISSION OF BIDS:

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

INSTRUCTIONS BEFORE PROCEEDING FOR ONLINE PAYMENT :

NIC has made an arrangement with the State Bank of India for providing its online payment gateway services through State Bank Multi Option Payment System (SBMOPS) in the e Procurement portal (GeP NIC©) for receipt of the Tender Fee, Earnest Money Deposit (EMD) and others as well as the refund of Tender Fee, EMD, etc. as per pre-defined policies/procedures.

1. Prior to the initiation of online payment in the portal :
 - Bidders are advised to check Exemption details and are to be ready with corresponding exemption certificate which need to be uploaded in the portal.
 - Bidders are also advised to be ready with necessary bank guarantee if any.
 - The fee exemption may be there for Tender Fee or EMD or for both as indicated in the NIT / Tender document.
 - The bidder is allowed to submit the **e-Bank Guarantee** against EMD. The details of exemption will be indicated in the NIT / Tender Document.
 - The Total Amount to be paid has to be calculated taking into account the Tender Fee Exemption and EMD Fee Exemption. The Total amount to be calculated as follows :-

Tender Fee (A) = Actual Tender Fee – Tender Fee Exemption if any

EMD (B) = Actual EMD – EMD Exemption if any

Total Amount to be paid = Tender Fee (A) + EMD (B) + Other Fees if any

- **The Total Amount has to be paid in a Single Transaction.**
 - Bidders are also advised to check their account transaction limit, transaction approval requirements etc prior to initiation of online payment.
2. The online payment gateway facilitates two modes of payment Net Banking (SBI and 61 other banks) as well as NEFT / RTGS Challan Mode payment.
 3. For timely bid submission, payment through Net Banking option may be used as payment gateway provides speedy response to the e-Procurement portal.

4. Bidder may avail NEFT / RTGS Challan Mode if any transaction limit is there in using Net Banking. However, NEFT / RTGS Challan Mode will take considerable time to report about the successful payment of the Challan to the e-Procurement portal.
5. Bidders are advised that payment (Tender Fee, EMD, etc.) should be made at least 2 days in advance, before the tender closing date/time to avoid last-minute hassles.
6. As soon as the payment status is updated as 'Success' on the e-Procurement Portal, the bidder will be allowed to freeze the bid which concludes bid submission process.

For getting speedy payment response as success, bidder can avail both payment modes viz. Internet bank (SBI / Other Banks) and NEFT/RTGS Challan. As soon as first successful status is received in the e Procurement portal, bidder can Freeze the bid. If any other payment made by the bidder through other modes will be refunded by the Bank as per SBI MOPS policy

7. After making a successful payment, if the bidder didn't complete the bid submission process or Freeze the bid by following due process, such bid will be considered as invalid and the total Fee/Amount (Tender Fee, EMD etc.) paid will be automatically refunded to the bidder's account on the completion of Bid Opening (Technical Bid Opening) process by the Tender Inviting Authority.
8. If the bidder withdrew its bid within due date & time then also the bid will be considered as invalid bid. In such cases, Total Fee/Amount (Tender Fee, EMD etc.) will be automatically refunded to bidders account on the completion of Bid Opening (Technical Bid Opening) process by the Tender Inviting Authority.

7.7 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.

F. 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). 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 e-BG/PEMD/Udyam (SSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.
 - 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.
2. Bidder should prepare the EMD as per the instructions specified in the tender document.

After confirming the EMD paid amount / Exemption uploaded, then only the system will allow to submit the technical and financial bids.

3. 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.

4. 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.

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

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

7. 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.

8. 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.

9. 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.

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

10.0 Late Bid:

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

11.0 Modification and withdrawal of bids:

11.1. Bidders may modify their bids online before the deadline for submission of bids.

11.2. 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.

11.3 No bid may be modified after the deadline for submission of Bids.

11.4 Guidelines to the vendors - For Trouble free viewing & downloading the Tender Specification in the Web Portal.

1.SuccessfulRegistration with Vendor (NIC). only after the Vendor's registration with the "NIC"

E -procurement portal with Class III signing type digital certificate.

<https://tntenders.gov.in>

2.Creation of User Login ID and Mobile confirmation

3.Recommended version of O/S used or available in the devise/system.

4.Uninterrupted Adequate net speed.

5.Recommendedvalid digital certificate (DSC Class III).

TAMILNADU POWER GENERATION CORPORATION LIMITED
SPEC. NO.CE/MTPS-I/SE/P&A/EE/S&I/AEE-3/O.T. No.:02 / 2026-27

TENDER SPECIFICATION ABSTRACT
(OPEN TENDER- TWO PART SYSTEM)

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

1	Tender Specification No.	CE/ MTPS-I/SE/P&A/EE/S&I/AEE-3/OT. No.:02/ 2026-27
2	Name of the work	Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in unit-IV APH A & B during forthcoming Capital overhaul Model: 27VIT (M) 72⁰ 2000mm.
3	Quantity	2 Nos.
4	Method of Tender	Open E-Tender System /Two Part System (Online submission of Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: https://www.tntenders.gov.in/nicgep/app of NIC..
5	a) Earnest Money Deposit	Rs.9,43,456/- (Rupees Nine Lakhs Forty Three Thousand Four Hundred and Fifty Six only) to be paid through online payment gateway. I) The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in). The payment for EMD will be carried out by the Bidders only through online payment mode. (or) II) In the form of e-Bank Guarantee(e-BG) with one year validity
	b) Permanent EMD for Tenders of value	The PEMD holders of Rs.40 lakhs and above at TNPGL Head Quarters can participate in this tender without paying separate EMD. Note: The PEMD holders, in erstwhile TANGEDCO headquarters i.e., TNPDC headquarter, of Rs.40 lakhs and above can also participate in this tender without paying EMD since PEMD held at headquarters is not yet segregated among demerged companies.
	c) EMD Exemption Categories:	The exempted categories of tenderers as given in Section-I. Micro and Small Enterprises located inside the state of Tamil Nadu are eligible for exemption of EMD against submission of documents as detailed in Section-I. The SSI Units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD as detailed in Section-I.
6	URL for online bid submission for e-tender	https://tntenders.gov.in/nicgep/app
7	Last date for submission of EMD	15.06.2026 before 12.00 Hrs. (The EMD amount has to be received in TNEB/TNPGL Account through e payment, by 2 hours before closing time of tender)
8	Date & Time of closing of online e-tender for submission of techno commercial bid & price bid	15.06.2026 up to 14.00 Hrs.
9	Date & Time of opening of tender electronically	16.06.2026 @ 14.30 Hrs.
10	Pre – bid meeting	02.06 .2026 @ 11.00 Hrs.
11	Specification at website	The tender specification will be placed at the following web sites. The prospective bidders may download the same. TANGEDCO : www.tangedco.gov.in NIC : https://tntenders.gov.in/nicgep/app TN Govt. : www.tntenders.gov.in

12	Documents to be uploaded by the Tenderers during e-submission	e-Receipt/ Evidence for PEMD/ Evidence for EMD exemption, Schedules A to N and Annexure and other documents whichever is applicable to be uploaded Prices should be quoted online as per Schedule 'A' only. BOQ
13	Bid Qualifying Requirements	Refer Section – II
14	Rejection of Tenders	Refer Section – III
15	Address for any clarification	The Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station-I, Mettur Dam- 636 406. Any clarification in the tender shall be sought through email before 48 Hrs. of closing date and time of submission of tender. Email id : sepamtps@tnebnet.org Contact No : 04298 – 240110.
COMMERCIAL TERMS & CONDITIONS		
16	GSTIN	GSTIN Number shall be furnished in the offer.
17	Tender sample	Not Applicable
18	Validity	90 days
19	Payment Terms	As per Clause 17.0 of Section V
20	Delivery Period	Delivery period for supply : Within 2 Months from the date of receipt of P.O. Erection & Commissioning: within 40 days from the date of handing over site and 65 days for pre & post shutdown activities.(as per Clause 19.0 of section V)
21	Liquidated Damages	As per Clause 21 of Section V
22	Guarantee	As per Clause 27 of Section V
23	Security Deposit cum PG	As per Clause 28 of Section V
24	Jurisdiction to legal proceedings	Undertaking as per Schedule H on a non-judicial Stamp Paper of value Rs.500/- shall be furnished along with the offer
25	Attestation by the Gazette officer or the Notary Public to be done wherever necessary and to be uploaded.	
26	Detailed TNPGL's Terms and Conditions furnished in Section I to VI, except the clauses which are mentioned "Not applicable" in Tender Specification Abstract, may be followed.	
27	Specific concurrence or otherwise to the technical specifications and general terms and conditions outlined in the specification should be furnished in the tender. FAILURE TO DO SO WILL BE TAKEN AS CONCURRENCE TO THE TERMS AND CONDITIONS MENTIONED IN THE SPECIFICATION.	
28	The TamilNadu Transparency in Tender Act 1998 and the Tender Transparency in Tender Rules in 2000 and Tender Regulations and subsequent amendments are applicable in this tender.	
29	Any technical clarification / Negotiation raised by TNPGL should be replied within 48 hours from the receipt of letter.	

Encl: 1) Section – I to VIII
2) Schedules A to N
3) Annexure – I to VI

Sd/-11.05.26
CHIEF ENGINEER / MTPS - I

TAMILNADU POWER GENERATION CORPORATION LIMITED
NOTICE INVITING TENDER

1)	Tender Specification No.	CE/MTPS-I/SE/P&A/EE/S&I/AEE-3/OT.No:02/26-27.
2)	Name of the work	Open E-tender for Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in unit-IV APH A & B during forthcoming Capital overhaul Model: 27VIT (M) 72⁰ 2000mm.
3)	Quantity	2 Nos.
4)	Method of Tender	Open E -Tender System (Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through Website https://tntenders.gov.in of NIC
5)	(a) Earnest Money Deposit (EMD)	Rs.9,43,456/- (Rupees Nine Lakhs Forty Three Thousand Four Hundred and Fifty Six only) to be paid through online payment gate way.
<p>i) The Online payment Gateway has been enabled for TNPGL in TN Tenders Portal. (www.tntenders.gov.in). All the payments for the tenders like EMD will be carried out by the Bidders only through online payment mode.</p> <p>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.</p> <p>iii) The EMD payment should be made at least 2 days in advance, before the tender closing date / time to avoid last-minute hassles.</p>		
	(b) Bank Guarantee	e-Bank Guarantee(e-BG) in lieu of EMD for Rs.943456/- (Rupees Nine Lakhs Forty Three Thousand Four Hundred and Fifty Six only) with a validity for a period of one year, obtained from the Nationalised or Scheduled Bank as per Section - I and as per the format enclosed in Schedule L .
	(c) Permanent Earnest Money Deposit (PEMD) holders	As detailed in Section-I
	(d) SSI Units	Micro and Small enterprises located within the State of Tamil Nadu are eligible for exemption of EMD against submission of documents as detailed in Section-I. The SSI Units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD as detailed in Section-I.
6)	URL for online bid submission for e-tender	https://tntenders.gov.in
7)	Date of closing of online e -tender for submission of Techno Commercial Bid & Price Bid	15.06.2026 @ 14:00 hrs
8)	Pre – bid meeting	Date:02.06.2026 @ 11.00Hrs
9)	Date & time of opening oftender electronically	16.06.2026 @ 14:30 hrs
10)	Specification at website	The tender specification will be placed at the following websites : TANGDECO (www.tangedco.gov.in), TN Govt. website (www.tenders.tn.gov.in) and https://tntenders.gov.in
11)	Documents to be uploaded by the Tenderers during e-submission	EMD documents (E-receipt / Evidence for PEMD / Evidence for exemption), BQR evidences, Price bid (Filled up BOQ), Technical & Commercial documents, Schedules (B to N), Annexures and other documents whichever is applicable. Prices should be quoted online as per BOQ documents.

12)	Clarification to be sought for from	Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station – I, Mettur Dam – 636406
13)	Place at which tenders will be Opened	Office of the Executive Engineer, Spares & Inventory, Mettur Thermal Power Station – I, Mettur Dam – 636406

Remarks: If the due date for opening the tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.

Sd/-
CHIEF ENGINEER / MTPS - I

INDEX

SECTION - I	:	EARNEST MONEY DEPOSIT	Page No 12-16
SECTION - II	:	BID QUALIFICATION REQUIREMENTS	17-18
SECTION - III	:	REJECTION OF TENDERS	19
SECTION - IV	:	GENERAL TERMS AND CONDITIONS	20-24
SECTION - V	:	COMMERCIAL TERMS AND CONDITIONS	25-51
SECTION - VI	:	TECHNICAL TERMS AND CONDITIONS	52-53
SECTION - VII	:	GENERAL CONDITIONS	54-60
SECTION - VIII	:	GENERAL CONDITIONS (STATUTORY COMPLIANCES)	61-68
SCHEDULE - A	:	TECHNICAL SPECIFICATION OF MATERIAL	69-73
SCHEDULE - B	:	SCHEDULE OF MATERIAL AND DELIVERY PERIOD	74
SCHEDULE - C1	:	DEVIATIONS FROM TECHNICAL SPECIFICATION	75
SCHEDULE - C2	:	DEVIATIONS FROM COMMERCIAL TERMS	76
SCHEDULE - D	:	SUPPLY ORDERS - EXECUTED / UNDER EXECUTION DURING THE PAST TEN YEARS AS ON THE DATE OF TENDER	77
SCHEDULE - E	:	DECLARATION FORM	78
SCHEDULE - F	:	UNDERTAKING FOR PAYMENT OF DUES TO TNP GCL	79
SCHEDULE - G	:	BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE	80-81
SCHEDULE - H	:	UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS	82
SCHEDULE - I	:	TENDER ACCEPTANCE LETTER (E-TENDER)	83
SCHEDULE - J	:	DECLARATION TO BE SUBMITTED BY THE L1 BIDDER IN NON JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN RS.500/-	84
SCHEDULE - K	:	DECLARATION PURSUANT TO THE SECTION 206AB	85
SCHEDULE - L	:	BANK GUARANTEE FOR EMD	86
SCHEDULE - M	:	DRAFT UNDERTAKING IN LIEU OF PAYMENT OF E.M.D.	87-88
SCHEDULE - N	:	SEPARATE SCHEDULE	89-92
	:	UNDERTAKING	93
ANNEXURE - I	:	C E R T I F I C A T E	94
ANNEXURE - II	:	INDEMNITY BOND AND CERTIFICATE FOR EPF & ESI	95
ANNEXURE - III	:	DECLARATION TOWARDS EPF & ESI REMITTANCES	96
ANNEXURE - IV	:	UNDERTAKING FROM THE SOLE PROPRIETOR OF THE FIRM	97
ANNEXURE - V	:	CERTIFICATE TO BE FURNISHED BY CHARTERED ACCOUNTANT	98
ANNEXURE - VI	:	CERTIFICATE TO BE FURNISHED BY PRACTICING COMPANY SECRETARY	99
	:	CHECK LIST	100-101

EARNEST MONEY DEPOSIT

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

1) Earnest Money Deposit **Rs.943456/-** (Rupees Nine Lakhs Forty Three Thousand Four Hundred and Fifty Six only) **to be paid through online payment gateway only.**

2) **Mode of Payment:** Through **“ONLINE ONLY”**

The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in). All the payments for the tenders like Earnest Money Deposit will be carried out by the Tenderer only through online payment mode.

Bidder may avail NEFT/RTGS Challan Mode if any transaction limit is there in using Net Banking. However, NEFT/RTGS Challan Mode will take considerable time to report about the successful payment of the Challan to the eProcurement portal, bidders are planned such a way to pay the EMD accordingly to avoid any delay in bank confirmation. After getting success status of EMD only, the bidder can submit the bid.

The Earnest Money Deposit amount should be the exact amount and no excess or less amount should be transferred through online payment gateway services of State Bank of India (SBI). If excess or short, the tender status will be shown as invalid.

The Earnest Money Deposit payment to be made only single payment.

3) **EMD Exemption:**

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

3.1) **e-Bank Guarantee (e-BG):**

The EMD in the form of e-Bank Guarantee (e-BG) with one year validity is also acceptable. ~~If the E.M.D is submitted in the form of e-B.G, the e-BG should be submitted in original to the Tender Inviting Authority, within 3 working days from the date of tender opening, failing which offer will be summarily rejected.~~

3.2) The e-Bank Guarantee towards EMD shall be in the form of an irrecoverable Bank Guarantee on non-judicial stamp paper of value not less than Rs.500/-as per the proforma enclosed as **Schedule –L** of this specification obtained from any Nationalized bank (as prescribed in the portal)/ Scheduled bank of India or any reputed foreign bank having branches in India.

3.3) ~~The scanned copy of the B.G shall be uploaded with the Bid.~~

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

3.5) The e-receipt of payment of EMD through online payment in the Government portal or ~~the scanned copy of the Bank Guarantee~~ should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected.

3.6) **Permanent Earnest Money Deposit :“PEMD” of Rs.40 lakhs (or) above deposited on or after 3.12.2021 alone is eligible for EMD exemption in this tender and successful tenderer who had participated in the tenders upon PEMD will have to remit the full amount of security deposit required for individual contracts.**

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

Note: The PEMD holders, in erstwhile TANGEDCO headquarters i.e., TNPCL headquarters, of Rs.40 lakhs and above can also participate in this tender without paying EMD since PEMD held at headquarters is not yet segregated among demerged companies.

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

- 4) Proof for exemption from payment of Earnest Money Deposit towards the Earnest Money Deposit shall be furnished. The tenders received without Earnest Money Deposit / Proof for exemption will be rejected.
- 5) Any other mode of payment of EMD other than **online payment gateway** shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.
- 6) The Earnest Money Deposit will be auto refunded to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender.
- 7) The EMD of successful tenderer will be adjusted towards SD.
- 8) The EMD will not carry any interest.
- 9) Having examined the tender specification together with the schedules attached, the bidder is deemed to accept 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.

10) The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.

1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
2. If he revises any of the terms quoted during the validity period.
3. If he violates any of the conditions of the tender specification.

Now the condition is such that if the Tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above condition shall be void. Otherwise the same shall remain in full force. The Tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

11) An undertaking shall be furnished by the successful bidders that they would pay penalty an amount equivalent to Earnest money Deposit / Security Deposit or an amount equal to the actual loss incurred by the procuring entities whichever is less in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.

12) The following categories of Industries are exempted from payment of EMD:

- a) i) Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate' or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them for participation in The tenders floated by the Government Departments, State Public Sector Undertakings Statutory Boards, Local Bodies, Co-operatives, Universities and Societies formed by the Government and whenever it is deemed necessary, the procuring entity may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors.
 - ii) Departments of the Government of Tamil Nadu.
 - iii) Undertakings and Corporations owned by the Government of Tamil Nadu.
 - iv) Labour Contract Co-operative Societies registered with Tamilnadu .
- b) Central and the State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

Note : The SSI units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD in TNPGL tenders against Udyam Registration Certificate even though registered in Udyam Portal for tendered items.

Micro & Small enterprises having provisional registration certificate are not eligible for exemption

13) Documents to be uploaded as a proof of eligibility for exemption from payment of Earnest Money Deposit:

- a) A copy of 'Udyam Registration Certificate' or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them.
- b) Attested copy of NSIC
- c) Those tenderers under exempted Category from payment of EMD shall upload an undertaking in lieu of EMD in a non-judicial Stamp paper of value not less than Rs.500/- (Rupees Five hundred only) in the form as per **Schedule -M**.

The proof for Permanent EMD.

d) Certificate from Chartered Accountant for turn over value for the purpose of classification as per Notification No. S.O.2119 (E) dt 26.06.2020 and subsequent notification No. S.O.1364 (E) dt 21.03.2025 of Government of India, Ministry of MSME.

e) Certificate from Chartered Accountant for investment value in Plant and Machinery for the purpose of classification as per Notification No.S.O.2119 (E) dt 26.06.2020 and subsequent notification No. S.O.1364 (E) dt 21.03.2025 of Government of India, Ministry of MSME

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

Note : PROCEDURE FOR REGISTRATION OF MICRO, SMALL & MEDIUM ENTERPRISES BY COMPOSITE CRITERIA IN UDYAM REGISTRATION & GUIDELINES

Government of India, Ministry of MSME, vide Notification No.S.O.2119(E) dated 26.06.2020 and subsequent notification No. S.O.1364 (E) dt 21.03.2025 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration

Composite Criteria: A composite criteria of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprises as Micro, Small and Medium.

The composite criteria stipulated in the said notification are to be complied by the micro and small industries for claiming EMD exemption and purchase preference in TNPGL's tenders floated from 01.07.2020 onwards.

The SSI units satisfying the composite criteria under reclassification notified by MSME with Udyam registration certificate for tendered item are only exempted from EMD payment

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

- (i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed 2.5 crore rupees and turnover does not exceed ten crore rupees
- (ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed Twenty Five crore rupees and turnover does not exceed Hundred crore rupees; and
- (iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed 125 crore rupees and turnover does not exceed Five hundred crore rupees.

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.

The turnover value has to be certified by a Chartered Accountant **UDIN Number** whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover and same is to be uploaded in the bids in case the bidder claims EMD exemption.

Note: **i.UDIN is being made mandatory for all Audit and Assurance functions, GST and Income tax audit and all certificates like documents and reports certified/issued by full time practicing Chartered Accountant from 1ST JULY 2019**

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

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.

Registration of existing enterprises :

- i. All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- ii. All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.
- iii. An enterprise registered with any other Organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

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.

14) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES :

- a) If the documentary evidences towards exemption from payment of EMD are not uploaded.
- b) If the tendered items/ services are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.

- c) If the undertaking is without signature of witnesses along with the details of their name and address.
- d) If not furnished the certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value.
- e) If the documentary evidences produced for exemption from payment of EMD not attested by the Gazetted Officer/ Notary public.
- f) If the SSI units located outside the state of Tamil Nadu availed for EMD Exemption.
- g) If the proof of exemption of EMD with an Undertaking in lieu of EMD / proof for Permanent EMD not uploaded.

15) REFUND OF EMD:

- (i) The Earnest Money Deposit will be automatically refunded to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender / technical evaluation.
- (ii) The EMD for successful tenderer who happens to be other than L1, then EMD will be automatically refund after issue of AOC (Award of contract)
- (iii) The EMD will be retained in the case of successful tenderer and will not carry any interest.
- (iv) The EMD deposit will be adjusted in the Security cum Performance Guarantee for the successful tenderers.
- (v) The refund of EMD will be made to the bank account from which EMD is paid by the bidder through portal.

16) 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 e-receipt of payment of EMD
- ii) The proof of exemption of EMD for micro and Small Enterprises located within the State of Tamil Nadu with an Undertaking in lieu of EMD.
- iii) The proof for permanent EMD.
- iv) Certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value for classification.

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

- (a) the firm withdraws the tender or backs out after acceptance.
- (b) the firm withdraws the tender before the expiry of validity period stipulated in the specification or fails to remit the Security Deposit.
- (c) the firm violates any of the provisions of these regulations contained herein.
- (d) the firm revises any of the terms quoted during the validity period.
- (e) In the event of documents furnished with the offer / bid qualification requirements are found to be fraudulent / non – genuine / bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/ contracts in TNPGL.
- (f) If the successful tenderer fails to execute the order placed on them to the satisfaction of TNPGL.
- (g) In case of tenderers participating on the strength of exemption categories, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.

In case of tenders participating on the strength of PEMD, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.

BID QUALIFICATION REQUIREMENTS

SPEC. NO.CE/MTPS-I/SE/P&A/EE/S&I/AEE-3/O.T. No.:02/2026-27

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

1)	<p>The bidder should be a Manufacturer (or) Authorized dealer of Air Pre Heater and should have supplied, erected and commissioned the Regenerative Double Sealing Air Pre Heater in any 210 MW or above capacity units of the Thermal Power station of TNEB (TANGEDCO or TNPGL) / Other State Electricity Boards / Public Sector Undertaking in India within the past ten years from the date of tender opening for a value more than Rs.2.95 Crores in a single order.</p> <p>In case of Manufacturer, documentary evidence such as ISO certificate / License to manufacture shall be uploaded</p> <p>In case of Authorized dealer, valid dealership certificate shall be uploaded along with the proof to establish their principal as manufacturer and the supply experience should have been achieved in having supplied APH by the principal manufacturer.</p> <p>(Or)</p> <p>The bidder should have carried out modification/improvement/renovation of Regenerative Single Seal APHs into Regenerative Double Seal APHs by design, supply, erection & commissioning in any 210 MW or above capacity units of the Thermal power station of TNEB (TANGEDCO or TNPGL) / Other State Electricity Boards / Public Sector Undertaking in India within a period of ten years from the date of tender opening for a value more than Rs.2.95 Crores in a single order.</p>
2)	<p>The bidder shall furnish a performance certificate from the end user for having satisfactorily completed the work which satisfies the BQR condition (1), for a minimum period of 2 years in case the bidder has executed purchase order to TANGEDCO, the end user certificate will be obtained by the Tender Inviting Authority.</p>
3)	<p>The bidder's annual turnover should be more than Rs.2.95 crores in any one of the said three financial years (i.e.,2022-23,2023-24 & 2024-25). In case of companies registered under companies act, the copy of the Audited financial statement like Profit & Loss account and Balance sheet for the above mentioned three years shall be furnished and in case of others, the annual turnover certified by the practicing chartered accountant or attested copy of Income Tax statements for all the three years shall be enclosed as documentary evidence to ensure the annual turnover criteria. Documents duly certified by a practicing Chartered Accountant shall be with UDIN (Unique Document Identification Number)</p>
4)	<p>Documentary evidences in support of all the above requirements shall be attested by a Gazetted Officer or Notary Public shall necessarily be enclosed along with offer. In the absence of attested supporting documents the offer will be liable for rejection.</p>
5)	<p>Bids from the bidders having done the above works in sub-contract basis are not eligible to participate in the tender. Also bidders joint ventures/consortium arrangement are not eligible to participate in the tender.</p>

NOTE to BQR:

1. Documentary evidences in support of all the above BQR criteria duly attested by the Gazetted officer or the Notary public shall necessarily be UPLOADED. Documents duly certified by a practicing Chartered Accountant shall be with UDIN (Unique Document Identification Number).
2. In the event of documents uploaded against the above tender being found to be bogus or the documents contain false particulars; the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders / contracts in TNPGL, TANTRANSCO & TNEB LIMITED.
3. The experience as the main contractor shall only be considered for satisfying the experience criteria specified in the BQR and the experience as a sub contractor shall not be considered for the purpose and the offer of such tenderers shall be summarily rejected.
4. The offer of the bidders who have **stated to be previous suppliers** of TNPGL/TNEB will be considered for further evaluation, even though they have not uploaded copies of Purchase Orders or End user certificate etc., after ensuring with concerned Purchase Orders placing authorities.
5. i) Attested previous P.Os of other than TNPGL / TANTRANSCO/TNEB shall necessarily be uploaded with relevant end user certificates.
ii) Inspections reports / supply complete on reports of the P.Os towards end user certification will not be considered. There should be specific remarks on the performance of the supply made.
iii) In case of dealership certificates, valid scanned and attested copy shall be uploaded.

SECTION- III**REJECTION OF TENDER**

- A) Tender will be summarily rejected if ,
- 1) Received by Post / Courier/E-mail and any other mode other than e-submission
 - 2) Received with EMD in any other mode of payment other than online payment / Bank Guarantee.
 - 3) Not accompanied by the requisite EMD or proof of EMD exemption.
 - 4) Not accompanied with attested copies of evidences for meeting the **bid qualification requirement**.
 - 5) Does not meet Bid Qualification Requirement.
 - 6) Received from any blacklisted firm or contractor.
 - 7) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
 - 8) Offer is made for the part of the materials and not the whole of the material covered under the specification, may be rejected.
 - 9) The documents furnished with the offer being found to be bogus or the documents contain False particulars.
 - 10) Not accompanied with tender sample if requested and not in conformity with TNPGL's technical specification.
 - 11) Received from a tenderer who is directly or indirectly connected with Government service or TNPGL Service or service of Local Authority.
 - 12) Price is indicated in Techno-commercial bid
 - 13) Offer received from joint venture/consortium
 - 14) Incomplete and evasive offer.
 - 15) Not in the prescribed Form & Procedure
 - 16) From the approved tenderer, whose permanent EMD is not adequate for this tender.
- B) Tender is LIABLE for rejection if,**
- 1) Non submission of scanned copy of the E-receipt duly reflecting EMD Transaction through online payment.
 - 2) If the EMD Undertaking is not signed / authenticated in all pages of undertaking.
 - 3) not covering the entire scope of supply of materials.
 - 4) Not in conformity with TNPGL's technical Specification and commercial terms
 - 5) With validity period less than that specified in the specification.
 - 6) If the declaration as specified in **Schedule E** is not signed and enclosed.
 - 7) If Questionnaire as per **schedule N** and Tender Acceptance letter as per **schedule I** are not duly filled and signed by the tenderer.
 - 8) Not containing all required particulars as per schedule A to N and Annexures.
 - 9) Bidders not furnishing the consent for evaluation as per GST norms.
 - 10) Bidders not furnishing registration under GST.
 - 11) Bidder should produce EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be uploaded or otherwise their tender will be liable for rejection. (Implementation of EPF & Misc. Prov. Act 1952).

Sd/-08.05.26
SE/P&A /MTPS-I

GENERAL TERMS AND CONDITIONS

1.0. THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998:

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

2.0 SCOPE OF SUPPLY:

- 2.1 The Scope of supply (described in Section – VI) includes Design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at Central Stores/MTPS-I/Mettur Dam/Tamil Nadu and erection, testing, commissioning works.

3.0 SUBMISSION OF TENDER OFFER:

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

4.1 SUBMISSION OF TENDERS:

- 4.1.1. The Tender Offer consisting of Schedules- B to N and Annexures should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him/her to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
- 4.1.2. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him/her to do so, Certified copies of which shall be enclosed.
- 4.1.3. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 4.1.4. The tenderer should furnish the GSTIN numbers in the offer.

4.2 QUESTIONNAIRE FILLING

A Questionnaire is appended as Schedule - N in this specification for Bid Qualification Requirements, Commercial and Technical details. It is obligatory on the part of the tenderer to furnish all details as per the "Questionnaire".

4.3. Modifications/Clarifications to Tender Documents:

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

4.5. QUOTATION OF RATES: Rates should be quoted in integers.

- 4.6 Offers giving lump sum price, without giving their breakup as per details required in the Price Schedule-A shall be liable for rejection.

4.7. INCOMPLETE TENDERS:

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

4.8. AMBIGUITIES IN CONDITIONS OF TENDERS:

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

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

4.13 DESTINATIONS-WHERE MATERIALS ARE REQUIRED:

The prices quoted should be on FOR Destination basis for delivery at Central Stores / MTPS-I/ MetturDam-636 406.

5.0. TENDER OPENING (UNDER TWO PART SYSTEM):**5.1. OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):**

The Tender offer except price Bid will be opened electronically at 14.30 Hrs. on the date notified, at the Office of the Superintending Engineer/ Purchase and Administration, MTPS-I / Mettur Dam-636 406, through <https://tntenders.gov.in/nicgep/app>. Tenderers need not to visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

5.2 OPENING OF THE PRICE BIDS: (PART - II)

The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable. Price bids (Part-2) of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically by the nominated members at the notified time and date / on the same date.

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

6.0. INFORMATION REQUIRED AND CLARIFICATIONS:

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

- 6.2. 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.

- 6.3. 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 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.

- 6.4 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TNPGL for rejection of their offer. The TNPGL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGL.

- 6.5 Any technical clarification / Negotiation raised by TNPGL should be replied within 48 hours from the receipt of letter.

7.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:

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 & 2012 and subsequent amendments.

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

- * The quoted price will be corrected for arithmetical errors.
- * The 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.
 - * TNPGL opts to purchase goods or services only from the GST registered persons.
 - * The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN / SAC code.
 - * The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + Packing & Forwarding + Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.
 - * Rates should be quoted in both figures (i.e. integers) and words. In case of ambiguity between rates in figures and words, lower of the two will be taken for tender evaluation.
 - * 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 bidder shall quote separately the GST in Percentage, P&F & F&I (All in Figures). The Evaluation will be based on all inclusive price with GST.

II. In respect of tenders where both supply of goods and services are involved, the respective GST for Services to be rendered shall be taken for evaluation purposes.

- a. It is the responsibility of the tenderer to make sure to quote the correct rates of GST levies on the material at the time of tendering. If the rates quoted by the tenderer are less / higher, the current rates prevailing at the time of tendering the applicable GST will be taken for the evaluation.
- b. Any variation in GST due to statutory variation within the contract delivery period shall only be considered.
- c. In case of delayed delivery, the GST prevailed on the date of actual delivery or the GST applicable on the date of contractual date of delivery whichever is less shall be admitted.
- d. The rates quoted by the eligible lowest tenderer in the open tender 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.

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

8.0) VENDOR RATING :

TNPGL Limited will verify the vendor rating of the bidders from the concerned Thermal Power Stations / Utility. In case the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.

9.0) TIE BREAKER :

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

10.0) 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.

11.0. VALIDITY:

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

12.0 RIGHTS OF THE BOARD:

12.1 Rights to reject the tenders:

12.1.1. After negotiation with the Tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.

12.1.2. The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

Not with standing anything contained in this Specification, the TNPGL reserves the rights:

- a). To recover losses, if any, sustained by TNPGL, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
 - b). To cancel the orders for not keeping up the delivery schedule.
 - c). To vary the delivery period based on the requirement and contingencies at the time of placing the order.
 - d). To accept the lowest eligible tender.
 - e). To reject any or all the tenders or cancel without assigning any reasons thereof.
 - f). To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TNPGL.
- 12.2. The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TNPGL the bidder is found not qualified to satisfactorily perform the contract.

13.0. DEVIATIONS:

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

14.0. BAR OF JURISDICTION:

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

15.0. APPEAL:

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

16.0. TENDER DOCUMENT:

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

16.2 PRE-BID MEETING:

The pre-bid meeting will be held on **02.06.2026** / 11.00 hrs in the office of Superintending Engineer/P&A/MTPS-I with the bidders.

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

17.0 Registration of Vendors in the IMS online portal:

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

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

SECTION – V
COMMERCIAL TERMS AND CONDITIONS

1.0 SCOPE: Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in Unit-IV APH 4A & 4B during forthcoming Capital overhaul Model: 27VIT (M) 72⁰ 2000mm.Quantity:-2 Nos.

2.0 LOCATION:

The materials required for the use in the Mettur Thermal Power Station-I located at Mettur Dam- 636 406, Salem District, Tamil Nadu.

3.0 COMPLETENESS OF TENDER :

The tender offer should be complete with all details of illustrative and descriptive literature drawings, test reports etc., of the materials offered. Information regarding the country of manufacture, origin of materials used in the manufacture of the equipment's should be furnished. In case of "equivalent" specification offered the tenderers shall furnish the complete technical details of the materials offered with make, model No. etc.

In order that the tenders may receive full consideration the whole information asked for in the accompanying schedules and elsewhere together with relative leaflets, literature, drawings, etc., must be supplied by the tenderer.

Tenders not containing the complete details as above are liable for rejection.

4.0 ROYALTIES FOR PATENTS:

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

4.02 A quality plan will have to be furnished by the successful tenderer at the time of finalizing of tender, as applicable.

5.0 VALIDITY OF THE TENDER:

5.01) Tenders shall be kept valid for acceptance for a minimum period of 90 days from the date of opening. However the tenderer shall keep their offer open till such time his tender is either accepted or rejected by TNPGL/ competent Authority. Any extension thereof should also be given if requested by TNPGL without revision of prices and terms in the bid.

5.02) Tenders with lesser validity period will be liable for rejection.

Note:- All information in the Bid shall be in ENGLISH only. Errors and other changes shall be attested by the persons signing the Bid.

6.PLACING OF ORDERS:

6.1) It is not binding on the TNPGL to accept the lowest or any tender. The TNPGL reserves the right to split and place orders for the items with different tenderers and for revising the quantities at the time of placing the orders. The TNPGL reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents.

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

6.3) The approved rates will be FIRM during the entire duration of the contract

6.4) 1.0) As per section 2 of Tamil Nadu Transparency in Tenders Act 1998 (amended and furnished in Tamil Nadu Government Gazette No.576 dated 29 December 2022), "Domestic enterprise" means any enterprise located in the State, which manufactures or produces goods or provides or renders services within the State and which fulfills the criteria to qualify as a micro or small enterprise as may be notified by the Central Government under clause (1) of section 7 of the Micro, Small and Medium Enterprises Development Act, 2006 (Central Act 27 of 2006)"

Further, enterprises owned by Scheduled Castes or Scheduled Tribes (SC/ST) for claiming the purchase preference as per Tender Rule 30C are

1. the enterprises means any domestic enterprises located in Tamil Nadu owned by any person belonging to a SC/ST (or)
2. any domestic enterprise, which is a firm or limited liability partnership, having its registered office and place of business in the State, where not less than three-fourths of the partners belong to the Scheduled Castes or Scheduled Tribes (or)
3. any domestic enterprise, which is a company having its registered office and place of business in the State where,
 - (i) more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes; and
 - (ii) the control of the company, as defined in section 2 (27) of the Companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes."

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

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

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

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

In case domestic enterprise is a company having its registered office and place of business in the State, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and the control of the company, as defined in section 2 (27) of the Companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes and the same is duly confirmed for the purpose of submission of bid against the provisions of tender specification No.

2.0) Purchase preference to enterprise owned by scheduled castes or scheduled tribes.

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, the tender documents shall indicate that five percent of the total requirement in the procurement shall be awarded to enterprises owned by persons belonging to the scheduled castes or scheduled tribes in respect of only of the goods manufactured or services rendered by it, if the following conditions are satisfied

Namely

- (a) the lowest tenderer is not in enterprises owned by persons belonging to scheduled castes or scheduled tribes and
- (b) such enterprises are willing to match the price of the lowest tenderer.

Note: Necessary documentary evidence shall be uploaded along with the technical bid

7.0. **PRICE:**

7.1. The Tenderer's are requested to quote FIRM price in Indian Rupees only.

7.2. The Tenderer's shall quote the Ex-works price for supply and price for Erection works, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to Mettur Thermal Power Station-I Stores / Mettur Dam- 636 406, Tamil Nadu. A format for price schedule is given in Schedule 'B'.

7.3.1. The Freight and Insurance charges shall be applicable for delivery to Mettur Thermal Power Station-I Stores / Mettur Dam- 636 406, Tamil Nadu

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

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

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

7.5 RATES ARE INCLUSIVE OF INCIDENTAL CHARGES:- it will be deemed that the rates quoted by the tenderer are inclusive of all incidental items of work not necessarily mentioned in the schedule but nevertheless essential for the correct and complete execution of the work. The prices should be in Indian currency.

No variation in price will be accepted and price quoted should be firm.

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

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.

8.0) An overview of Goods and 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 are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs/ 10 Lakhs as applicable will be required to register as a normal taxable person.

iv) GST Registration Number: TNPGL has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TNPGL is 33AAKCT7598K1ZL. The details are also posted in TNPGL web portal

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

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

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

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

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

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

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 service.

(a) COMPOSITE SUPPLY:

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

b) MIXED SUPPLY:

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

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

9.1 GSTIN / IT PAN details :

- 1) The latest valid GST registration details / TIN details, applicable GST with input tax credit, with HSN code No etc., attested by a Gazetted Officer / Chartered Accountant / Notary Public valid for the current year shall be enclosed along with the quotation.
- 2) The Xerox copy of PAN card issued by the IT department shall be enclosed along with the quotation.
- 3) Applicable GST@% with Input tax credit, HSN code No. etc., along with the proof shall be enclosed along with quotation.
- 4) Appropriate rate of GST shall be admitted in lieu of (all taxes and levies replaced by GST) Excise Duty, CST and TNVAT Service Tax etc. as per provisions of the rules.
- 5) Any increase due to statutory variation will be admitted only when the supplies are made within the delivery schedule.
- 6) Any difference in duties due to coming over into different slab or due to statutory variation, if any, during the execution of the contract will have to be taken into account and the price shall be quoted accordingly by the tenderer. Any variation in GST shall not be admitted.
- 7) The Successful tenderer will have to submit a declaration as per ANNEXURE – V, in NJS paper of value not less than Rs.80/- for passing on the benefit of Input tax credit to TNPGL by the way of commensurate reduction in prices on any supply of goods.
- 8) The GST will be admitted on submission of evidence for having paid the GST either from Central Excise Authorities or from Chartered accountant.
- 9) The GST particulars have to be mentioned while quoting the tender
- 10) IMPACT OF GST: Any downward variation in basic price while reworking due to GST and the benefit of input tax credit must be passed on to TNPGL

TNPGL has been registered under GST on 03.04.2024, by duly uploading various mandatory data as required by the GST portal. The GST No. is : 33AAKCT7598K1ZI As per G.O. MS No. 215 dated 13.07.2015.

The provisional GST Particulars of TNPGL is as follows.

Sl. No	GSTIN Details	Data
1	Billing address	The Superintending Engineer, Purchase and Administration , Mettur Thermal Power Station – I, Chinnakavoor, P.N. Patty,
2	GSTIN Number	33AAKCT7598K1ZI
3	PAN No.	AAKCT7598K
4	Type of customer	Public Sector Undertaking
5	Name and address registered in GSTIN – Principal Place of business	Tamil Nadu Power Generation Corporation limited, 7 th Floor, NPKRR Maaligai, 144, Anna salai ,Chennai – 600 002, Tamil Nadu
6	State of registration of GSTIN	TAMIL NADU

7	Details of Additional places of Business	Please see www.tangedco.gov.in
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Any implication pertaining to the Central GST Act 2017 No. : 12 of 2017 & Instructions & subsequent amendments by Government of India are applicable. Also TNPGL regulations due to GST will be applicable.

Any increasing / changes in GST due to HSN classification due to supplier prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

- 1) Any increase in GST consequent to the suppliers coming into different HSN, if any during the execution of the contract shall be to the supplier's account. No claim for increase in the above respect will be admitted.
- 2) In case of delayed delivery, the GST prevailing on the date of despatch or the GST on the last day of the contractual delivery period whichever is LESS alone will be admitted. For both the cases, the Supplier shall furnish documentary evidence while submitting the bills for payment.
- 3) The supplier who have quoted GST as NIL and in the event of placement of order on such supplier against this specification where the value of order is above Rs. 20 Lakhs, such supplier shall furnish an Undertaking to the effect the GST and that the Board shall not be responsible for any GST evasion by the supplier in respect of this transaction.
- 4) In the case of supplier who have quoted GST as NIL and in the event of placement of order against this specification and the proposed order value is less than Rs. 20 Lakhs, the supplier shall furnish an Undertaking to the effect the GST and he has not obtained any other order in the same financial year and that the Board shall not be responsible for GST evasion if any by the supplier in respect of this transaction.

GST FOR SERVICES:

- i) In certain cases though the service for which tender has been floated may be liable for GST for services, but certain bidders may not quote GST for services, in their offer. In that circumstances TNPGL may presume that the bidder may be under threshold exemption limit or under any other exemption hence has not quoted GST for services. As such their offer may be evaluated without GST for services.

However, in the event of placement of order, on the above bidder, an undertaking (as per Annexure V) shall be obtained to that effect that they have not quoted GST for services, in view of the fact that they are under the threshold exemption limit or any other exemption to be specified. They must also undertake that no claim towards GST for services, shall be made till completion of the contract in the event of crossing their exemption limit at a later stage and any GST for services, liability shall be discharged on their own Account to the GST for services, authorities concerned.

ii) Reimbursement of GST for services, if any has to be mentioned.

iii) GST for services, reverse charges if any has to be mentioned

9.0) INVOICE:

(A) Tax invoice shall be raised for every taxable supply of goods and services duly consisting of applicable GST rates ie. IGST or CGST or SGST along with the following contents. Even for the GST payment for Goods and services under Reverse Charge Mechanism, separate invoice has to be issued by TNPGL and records to be maintained.

a) HSN code of goods or Accounting Code of services:

b) Description of goods or service

c) Quantity

d) Total value of supply of goods or services or both

e) Rate of tax (Central GST and State GST, Integrated GST, and Cess if any)

f) Amount of tax charged in respect of taxable goods or services (Central GST and State GST, Integrated GST, and Cess if any)

g) Place of supply along with name of State, in case of a supply in the course of inter –state trade or commerce

h) Address of delivery where the same is different from the place of supply:

i) Signature of authorised person.

(B) MANNER OF ISSUING INVOICE :

(1) The invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:-

a) The original copy being marked as ORIGINAL FOR RECEIPIENT

b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER; and

c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER

(2) The invoice shall be prepared in duplicate, in case of supply of services, in the following manner:-

- (a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (b) The duplicate being marked as DUPLICATE FOR SUPPLIER

At the same time, the number of additional copies that may be required for admitting claims by TNPGL, such copies may be obtained from contactors Suppliers; similarly, TNPGL may also issue additional copies as required by consumers/beneficiaries

TIME LIMIT FOR ISSUE OF INVOICE FOR SUPPLY OF GOODS: As per GST Act & Rules 2017

- (C) Suppliers having annual turnover of Rs.100 crore and above, the e-invoice has to be created within 7 days of issue of Invoice / Credit Note / Debit Note.

10.0) 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 the Way Bill portal <http://ewaybillgst.gov.in/>. Consequently transporters of goods, under GST provisions are required to carry an 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 or a delivery challan and also includes the Central tax, State or Union territory tax, integrated tax and cess charged, if any. But, it will not include value of freight charges for the movement charged by transporter.

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

1. Inward supply : It is the responsibility of the Supplier/contractor or their transporters to generate e-way bill before transporting goods for delivery at MTPS-I stores

2. 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.

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

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

11.0) TDS under GST :

a) The TDS under GST will be deducted at the time of payment or accounting in the books 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 the value of such invoice.

Taxable Supply means supply of goods or services or both which is liable 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.

Applicability of TDS :

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.

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.

Non-Applicability of TDS :

TDS under GST is not applicable in the following cases:

1. Total value of taxable supply less than Rs. 2.5 lakh of contract. (GST not included).
2. Contract value Rs. 2.5 lakh for both taxable supply and exempted supply, but the value of taxable supply the said contract Rs. 2.5 lakh.
3. Receipt of services which are exempted. For eg. 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 eg. 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 eg. 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 receipt of which tax was required to be deducted at source under the VAT law before 01.01.2017, 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 tax invoice that has been made 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.

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.

Exemption from TDS :

According to that provision, given under Govt. of India vide Notification No. 61 / 2018. TDS under GST need not be deducted in respect of the supply of goods and services or both from a Public Sector Undertaking (PSU) to another Public Sector Undertaking with effect from 1st day of October 2018. Therefore, no TDS need to be deducted in respect of supplies between Public Sector Undertakings Example : NTECL, NTPC BHEL etc., are owned by Central Government. However TDS provisions will continue to apply for taxable supplies from Government and other private agencies with effect from 01.10.2018.

12.0) Guidelines for Releasing of GST on verification of GSTR 2A :

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

13.1 THE COMPLIANCE OF EPF ACT

1. Since Mettur Thermal Power Station-I is covered under the EPF Act, the Contractor who desires to take up works contracts for and inside the premises of MTPS-I is required to comply with all the relevant provisions stipulated in the EPF & MP Act.
2. The Contractor should take separate EPF main code number. The EPF main code Number can be obtained from the Assistant Provident Fund Commissioner, Salem.
3. The workers engaged by the contractors should have EPF – UAN Number (Universal Account Number).

4. The Contractor shall be responsible for the payment of necessary EPF contributions, both Employer's and Employee's contributions as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
5. The Contractor shall submit necessary returns to the EPF organization with in the stipulated time as required under the said EPF & MP Act.
6. The Contractor shall produce the proof of payment of contributions both Employer's and Employee's contributions made to EPF Organization in order to claim the works bill for the respective works. The works bill should be claimed only after ensuring the remittance of both the employer's and employee's PF contributions by the contractors.
7. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF Act in respect of the execution of the tendered work.
8. In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP ACT and consequently it happens that TNPGL / TANTRANSCO has to meet such requirements of the said ACT or Statutory provisions in the capacity of Principal Employer, TNPGL / TANTRANSCO shall make good such requirements, out of money due and payable to the said contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL / TANTRANSCO.
9. TNPGL will not reimburse the Employer Contribution towards EPF under any circumstances and contractor has to absorb it in the price offered.
10. The provision of the Pradhan Mantri Rojgar Protsahan Yojana (PMRPY) Scheme is "Government of India will pay the full employer's contribution (EPF and EPS both) as admissible from time to time w.e.f. 01.04.2018 for a period of three years to the new employees and to the existing beneficiaries for their remaining period of three years through EPFO.
11. The contractors shall remit the EPF contribution separately (by separate Challan) for each and every work.
12. Shall mention the acceptance order / formal order reference number in the remarks column of the ECR Challan (Electronic Challan Cum Return) of the EPF and to submit the same.
13. Shall submit the payment confirmation receipt (the Payment confirmation date is mandatory).
14. Shall submit the combined Challan of Account No.1, 2, 10, 21 & 22.

15. **THE COMPLIANCE OF DIGITAL BASED STATUARY COMPLIANCE SERVICES AUDIT/ CONTRACT COMPLIANCE AUDIT.**

As the Digital based statutory compliance services Audit/ Contract Compliance Audit through online platform has been integrates with on line Bill processing system in TNPGL, the contractor have to obtain the statutory compliance clearance certificate for the works contracts from Online Compliance Service providers and the same should be submitted through on line by the respective Contractors.

All the contract bills which consist of the work portion will be processed only after the statutory compliance clearance certificate of the on line compliance service providers.

13.2 THE COMPLIANCE OF ESI ACT

1. Since Mettur Thermal Power Station-I is covered under the ESI Act, the Contractor who desires to take up works contracts for and inside the premises of MTPS-I is required to comply with all the relevant provisions stipulated in the ESI & MP Act.
2. The Contractor should take separate ESI main code number.
3. The Contractor shall be responsible for the payment of necessary ESI both Employer's and Employee's contributions and for the payment of necessary Employee's contributions of ESI as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
4. The Contractor shall submit necessary returns to the ESI Corporation with in the stipulated time as required under the said ESI Act.
5. The Contractor shall produce the proof of payment of contributions both Employer's and Employee's contributions made to ESI Corporation in order to claim the works bill for the respective works. The works bill should be claimed only after ensuring the

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

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

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

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

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

12. The contractor shall indemnify TNPGL against all actions, suits, claims, compensation towards accidents/ death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/ and to undertake steps properly to insure against any claims there under.
13. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under factories act 1948 and TNF Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the Manager of MTPS-I is charged by the officials of the Inspector of Factories with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the Manager of MTPS-I will be discharged from liability under this Act, in respect of such offence.
14. The contractor shall furnish the undertaking towards ESI & EPF in Rs.500/- stamp paper as in the enclosed Annexure for this work while claiming the Part Bill / Final Bill.

15. THE COMPLIANCE OF DIGITAL BASED STATUARY COMPLIANCE SERVICES AUDIT/ CONTRACT COMPLIANCE AUDIT.

As the Digital based statutory compliance services Audit/ Contract Compliance Audit through online platform has been integrates with on line Bill processing system in TNPGL, the contractor have to

obtain the statutory compliance clearance certificate for the works contracts from Online Compliance Service providers and the same should be submitted through on line by the respective Contractors.

All the contract bills which consist of the work portion will be processed only after the statutory compliance clearance certificate of the on line compliance service providers.

16. The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
 - (i)
 - (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.

NOTE:

1. **Employer contribution towards EPF and ESI are not payable by TNPGL to the contractor.**
2. **Bidder should produce EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be uploaded or otherwise their tender will be liable for rejection. (Implementation of EPF & Misc. Prov. Act 1952)**

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

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

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

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

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

It is mandatory for the bidder to submit a declaration format in Annexure-VI to determine the applicability of the TDS u/s206 AB.

15.0 DUES TO TNPGL

Amount due from the supplier to TNPGL for the default in any other previous purchase orders will be adjusted from the pending payments against the purchase order placed on the supplier under this specification, which may please be noted.

16.0 EXTENT OF RESPONSIBILITY OF THE TENDERER:

The tenderer is responsible for safe packing and forwarding the materials to site with transit insurance. He should include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. He will also make good the loss of materials in transit if any and arrange to claim insurance based on the report by the TNPGL. The tenderer is responsible for safe delivery of the equipment's at the site in good conditions.

17.0 PAYMENT :

1). Payments for the supplies will be made by way of NEFT/ RTGS/ Fund transfer to the supplier's account on any of the nationalized banks/ Scheduled banks approved by Reserve bank of India, in Tamil Nadu. The bank charges involved in making payments will be to the account of supplier.

2). Payment will be not be made for Equipment's/ materials damaged during Transit. All defective materials shall be replaced by the supplier free of charge.

If the suppliers dispatches materials without prior approval of competent authority and if any demurrage or wharfage or both are incurred by the purchaser they will be debited from the supplier.

In the event of TNPGL failing to keep the stipulated time frame for releasing payment, simple interest for the delayed payment shall be paid by TNPGL to the bidder at the SBI three months MCLR rate on the date of P.O for the delayed period beyond 90 days.

The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the time of signing of agreement and in the cases where no agreement is signed, only P.O/ WCT is issued, the date of the P.O /WCT shall be taken as base date to ascertain the interest rate.

Our Banker's Address:- Account No.: 7808805645

Name of Bank : Indian Bank,

Mettur Dam – 636 401

IFSC code : IDIB 000M034

Exchange commission for the issue of bank draft and other bank Charges will be to the account of the supplier.

Payment for supply and erection & commissioning portion against this specification shall be made as below:-

17.01) Within the delivery period:

a) **For supply portion:** 95% of the all-inclusive price of the materials of each consignment will be paid **within 90 days** after receipt and acceptance of materials at MTPS-I Stores in good condition on submission of bills along with necessary documents after deducting recoveries if any. **Balance 5%** of the material portion will be paid within a reasonable time after completion of erection and commissioning works and after successful completion of performance guarantee tests.

b) **For Erection & Commission Portion:** 95% of the Erection & Commissioning charges (including GST) will be paid **within 90 days** after the completion of erection & commissioning works at the given location with the concurrence from the Superintending Engineer concerned, on submission of bills along with necessary documents after deducting recoveries if any. **Balance 5%** of the Erection & Commissioning charges (including GST) will be paid within a reasonable time after completion of erection and commissioning works and after successful completion of performance guarantee tests.

17.02) Beyond delivery period:

a) For materials delivered beyond delivery period:

- i. 95% of the all-inclusive price of the materials of each consignment will be paid **within 90 days** after receipt and acceptance of materials at MTPS-I Stores in good condition on submission of bills along with necessary documents after deducting LD and other recoveries if any. Payment will be made on receipt of materials along with above documents, approval of Test/Inspection Certificate and approval and acceptance of belated supply and completion certificate from the concerned division.
- ii. 5% of the material portion will be paid within a reasonable time after completion of erection and commissioning works and after successful completion of performance guarantee tests.

b) For belated Erection & Commissioning Portion

- i. **95%** of the Erection & Commission Charges (including GST) will be paid **within 90 days** after the completion of erection & commission works at the given location with the concurrence from the Superintending Engineer concerned, on submission of bills along with necessary documents after deducting LD and other recoveries if any. Payment will be made after the completion certificate from the concerned division.
- ii. **Balance 5%** of the Erection & Commissioning charges (including GST) will be paid within a reasonable time after completion of erection and commissioning works and after successful completion of performance guarantee tests.

17.03) In the event of TNPGL failing to release the payment within the stipulated time frame simple interest for the delayed payment shall be paid by TNPGL at the SBI three months MCLR rate for the delayed period beyond 90 days. The simple interest will be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the date of issue of PO. The date of PO will be taken as base date to ascertain the interest date.

In the event of TNPGL failing to up keep the stipulated time frame for releasing payment to SSI units and non-SSI units against satisfactory acceptance of materials, the simple interest will be paid for the delayed period at SBI three months MCLR

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

- i) There should be no declining trend in prices
 - ii) Payment will be released as per the latest purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damage for belated supplies.
 - iii) TNPGL reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this Specification. Payments on supply will be made only after the approval of the test certificate and on receipt of the supplier's bills in duplicate, by the Superintending Engineer / P&A / MTPS-I
- 17.04) The bills for payment will be passed only after the approval/acceptance of the following.
- 1) Security deposit cum Performance Guarantee for 5% of value of order.
 - 2) Attested copy of IT PAN/ GST Registration certificate.
 - 3) Guarantee & Test Certificates
 - 4) Supply of manuals, Spares as stipulated in Section – VI Technical.

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

17.06) Documents to be submitted along with bill:

- i) DD/BC/BG/Electronic Mode of payment towards Security Deposit or SD cum Performance guarantee
- ii) Test Certificate approval
- iii) Guarantee Certificate
- iv) Proof for payment of GST
- v) PAN & GST No.
- vi) Bank account details for making online payment by TNPGL.
- vii) Certificate of EPF/ESI
- viii) Proof for payment of EPF/ESI

Payment will be made on receipt of materials along with above documents, approval of Test Certificate and Erection work completion certificate.

18.0 ADVANCE PAYMENT: No advance payment will be given. Tenders insisting on advance payment are liable for rejection.

19.0 DELIVERY :

For Supply: 2 Months from the receipt of PO.

For Erection & Commissioning: Work shall be completed Within 40 days of handing over of site (65 days pre and post shut down works)

However, you are requested to advance the delivery period to the maximum extent possible as the materials are urgently required for our works.

- 1) If the guaranteed delivery period is not kept up, the liquidated damages specified in Clause - 21.0 will be enforced. The TNPGL Limited is at liberty to alter the delivery date on the lesser side to suit its needs as and when necessity arises during the pendency of contract. The acceptance of this clause should be specifically confirmed in the tender.
- 2) If the materials are delivered after the due date of delivery, the materials will be accepted subject to the following conditions.
 - a) There should be no declining trend in prices.
 - b) Payment will be released as per the recent purchase order rate or lowest rate obtained during the recent tenders opened subject to levy of Liquidated Damages.
 - c) TNPGL Limited reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this specification.
- 3) TNPGL also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 4) To ensure sustained power supply without any interruption, TNPGL reserves the right to place orders among more than one tenderer.
- 5) The actual date of receipt of each material with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
- 6) The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 7) Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
- 8). It is the responsibility of the supplier to give 30 days 's advance information for inspection, dispatch of materials and other obligations under the terms and condition of the contract in order to deliver the units within the contractual delivery period quoted / agreed.
- 9). After the issue of dispatch instruction, if any delay is caused by the supplier in arranging timely dispatches, their poor performance will be taken note for future tenders.
- 10). It is the responsibility of supplier / Contractor or their transporters to generate e – way bill before transporting goods for prompt delivery at MTPSI

20.0 FORCE MAJEURE:

- 1) If at any time during the continuance of the contract the performance in whole or in part or if any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, Strikes, Lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restriction or other acts of God (here-in-after referred to as eventuality) then provided notice of the happening of any such eventuality is given by the tenderer to the TNPGL within 15 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be at entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non performance or delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.
- 2) Provided that 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 a period exceeding 60 days, the TNPGL may at its option to terminate the Contract by notice in writing.
- 3). The power cut shall not be considered under the force majeure condition. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.

21.0 LIQUIDATED DAMAGES:

21.01) For Supply Portion: The Delivery period given in clause Delivery shall be guaranteed by the supplier/Contractor under the following "Liquidated Damages Clause "If the contractor fails to supply the items/materials with the time specified in the contract / or any extension thereof, the purchaser shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract price of the undelivered items / materials of each completed week of delay. The total liquidated damages shall not exceeding Ten percent (10%) of the contract price of the units/materials so delayed. The date of receipt of materials at MTPS-I Stores will be reckoned as date of delivery for deciding LD for delay in supply. It should be the supplier's responsibility to arrange for inspection, dispatch etc. in time to keep up the delivery schedule.

- a) Liquidated damages will also be levied for quantity not supplied as is done for the delayed supplies.
- b) LD will be levied for delay in replacement / repair of defective / damaged equipment.

c) In case, the supply effected in part, could not be beneficially used by the TNPGL, (Due to such incomplete supply), Liquidated damages should be worked out on the basis of entire order value only, and not on the value of delayed portion.

21.02) For Erection Portion:

If the Contractor fails in the due performance of this contract within the time fixed by the contract or any extension thereof, and the TNPGL shall have suffered any loss from the delay occasioned by such failure, the Contractor is liable, at the discretion of the Engineer and the LD for delay in execution shall be Half Percent (0.5%) of the contract price of the delayed portion for each completed week of delay and the total liquidated damages shall not exceed Ten Percent (10%) of the contract price of the work portions so delayed. If the works executed in part could not be beneficially used by TNPGL, the LD shall be worked out on the basis of the entire contract value and not on the value of Delayed portion. In addition to this, the provision regarding levy of penalty for slow progress of work and delay for not keeping up the interim and final completion period specified for various milestone activities as stipulated in the General Conditions of Contract in Tamil Nadu Building Practice for civil works would apply. 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 then 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.

21.03) a) Liquidated damages will also be levied for quantity not supplied as is done for the delayed supplies.

b) LD will be levied for delay in replacement / repair of defective / damaged equipment

c) In case, the supply & erection effected in part, could not be beneficially used by the TNPGL, (Due to such incomplete supply & erection), Liquidated damages should be worked out on the basis of entire order value only, and not on the value of delayed portion.

21.04) The TNPGL will also be at liberty to cancel the order / contract if the supply is not completed within the accepted delivery period notwithstanding the liquidated damages applicable to the belated supplies and quantity outstanding to be supplied as on the date of cancellation.

21.05) If supplies or services to be rendered against the contract are made by the supplier beyond the period of delivery stipulated in the purchase order and they are accepted by the TNPGL such acceptance is without prejudice to the TNPGL's right to levy liquidated damages for the delay in supply.

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

21.07) The tenderers failing to execute the order placed on them to the **satisfaction of the TNPGL**, the TNPGL shall recover from the successful tenderer, as Liquidated damages a sum equal to 10% of the contract price besides the forfeiture of Security Deposit.

21.08) If there is any downward trend in prices on account of belated supplies, the Successful tenderer have to accept the same with a levy of liquidated damages, for belated supplies.

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

21.10) The **defaulting contractors** will be liable to pay to the TNPGL in addition to Liquidated Damages for delay and forfeiture of Security Deposit, the **actual difference in price** wherever TNPGL orders the delayed quantity to be supplied by other agencies at a higher cost. This is without prejudice to other rights under the terms of contract.

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

21.12). The penalty, if any , will be recovered from any amount due to the contractor either in this purchase order/ contract or any other purchase order / contract placed on him , including, retention amount , balance amount etc.

22.0) MATERIALS AND WORKMANSHIP:

- 1) All materials, equipment's and spare parts thereof shall be new, unused and originally coming from manufacturers' plant to the destination stores. Those including used, rebuilt or overhauled materials/equipment's will not be accepted.
- 2) All the materials shall be of the best class and capable of satisfactory operation in tropics with humid atmospheric conditions, without distortion or deterioration. No welding, filling or plugging of defective, parts will be permitted without approval in writing of the TNPGL's Engineers. Unless otherwise specified they shall conform to the requirement of the appropriate British or Indian Standards.
- 3) The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice.
- 4) The whole of the work shall be of the highest class throughout well finished and approved make. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service **and of resisting rough handling during transport.**
- 5) The equipment's should be designed to facilitate inspection and repairs and to ensure satisfactory operation under atmospheric conditions prevailing at site and under sudden variations of load and voltages as may be met with under working conditions in the system including those due to faulty synchronizing and short circuits within the rating of the apparatus.
- 6) The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment.
- 7) All the equipment's should operate without un due vibration and with the least practicable amount of noise.

23.0 RAW MATERIALS :It is the responsibility of the tenderer to make his own arrangements to procure the necessary raw materials required for the manufacture.

24.0 INTERCHANGEABILITY : All similar materials and removable parts of similar equipment's shall be INTERCHANGEABLE with each other.

25.0 MAXIMUM WEIGHTS AND DIMENSION OF PACKINGS:

- 1) Packing may be according to manufacturer's standard practice.
- 2) The contractor is responsible for informing himself of (i) the facilities that exist for road and railway transport to site (ii) maximum weights and size of packages conveyed by railway and (iii) Crane, lifts etc., available at the Railway Stations or destination.

26.0 TEST CERTIFICATE:

1. The test certificates in triplicate for the materials furnishing the results of the tests as per latest issue of ISI shall be forwarded and got approved before the materials are dispatched. In addition to the tests called for in the specification, the purchaser reserves the right of having such tests as he desires carried out at his own expenses to satisfy himself that the materials conform to the requirements of this specification. The materials may be rejected if the test results are not satisfactory. The type test certificates (Photostat Copies) as per latest ISI / International Standards such as IEC shall be furnished with the tender for reference (if required).
2. The above Test certificate as applicable should be furnished in triplicate along with Bulk supply for scrutinizing and approval. The costs towards the Test shall be in bidder's scope.
3. The entire material will be rejected if the test results are not satisfactory.
4. After the supply of material, whenever required, the sample portion of the materials will be tested departmentally through Government Lab likewise, if required the functional tests will be carried out to ascertain the genuineness, If any discrepancy is found, suitable penal action will be taken and any other losses/damages including Testing charges will be levied

27.0 GUARANTEE:

27.1) The entire APH Seal System / Spares materials supplied by bidder shall be guaranteed to perfect operation for a period of **12 months** from the date of commissioning or **18 months** from the date of supply whichever is later subject to an overall guarantee period of **36 months** from the date of supply under normal and proper conditions of service and maintenance.

Any defects noticed during this period shall be rectified at free of cost on intimation or failure within the above said guarantee period and same shall be attended at the next shut down period. Irrespective of number of failures, the Bidder is responsible for the free replacement of the Defective materials till the guarantee period as stipulated.

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

27.2 PERFORMANCE GUARANTEE:

The performance guarantee should ensure the following:

PG test of the Air pre heaters (before and after erection & Commissioning of equipment) shall be done by the supplier at full load as per ASME PTC 4.3-2017 (latest version) to ensure compliance to guaranteed improvement in process parameters as below.

1.	APH leakage	%	Less than 7
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The tenderers, shall guarantee among other things, the following:

- i) Quality and Strength of materials used.
- ii) Safe electrical and mechanical stresses on all parts of the equipments/ materials under all specified conditions.
- iii) Performance figures given by the tenderers in the Schedule of Guaranteed technical particulars.

27.3 PENALTY FOR FAILURE TO ACHIEVE PERFORMANCE GUARANTEE:

a) After Completion of R&M works of APH sealing system, PG test shall reveal the Guaranteed Parameters mentioned above.

b) If, after Commissioning & PG test, if the Guaranteed Parameters mentioned above could not be achieved the Performance Bank Guarantee amount will be forfeited & the bidder shall take all improvement/ rectification measures to achieve Guaranteed Parameters mentioned above within 15 days from the date of intimation from TNPGL.

c) If even after such rectification, if the Guaranteed Parameters mentioned above could not be achieved then it shall be open to TNPGL to claim losses such as Generation loss & any other penalty imposed on TNPGL until the **desired guaranteed parameter is achieved** in addition to PBG amount.

d) The claims of TNPGL will be adjusted in the pending payments to the bidder.

28.0) SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

1) The successful tenderer will have to pay 5% of the purchase order value (inclusive of all taxes and duties) in the form of electronic mode of payment or Demand Draft or Banker's Cheque payable in favour of SE/P&A/MTPS-I. The S.D. / S.D cum PBG shall be paid **within 15 days** from the date of receipt of the P.O. and in the event of **failure to remit security deposit** within the prescribed period, **EMD shall be forfeited and order may be cancelled**. The SD amount will not carry any interest. **The belated payment of security deposit may be accepted with a penal interest at 12% per Annum for the delayed period.**

a). For value of Purchase order up to Rs. 10. Lakhs, SD CUM PG by way of cash at cash counter_____ (if SD is less than Rs 10,000/-) / Demand Darft / Banker's Cheque/ Pay order or by way of NEFT/ RTGS/ Account Transfer to MTPS-I Account.

The combined Security Deposit cum Performance Bank Guarantee shall be through Electronic fund transfer mode by NEFT / RTGS / Account transfer to TANGEDCO's Account / Irrevocable Bank Guarantee only in case P.O. value exceeds Rs.10 Lakhs.

Account No.: 7808805645

Name of Bank : Indian Bank, Mettur Dam – 636 401

IFSC code : IDIB 000M034.

You are requested to furnish intimation letter immediately with copy of E- payment receipt duly reflecting UTR number for having deposit the S.D. amount

b). For value of Purchase order exceeding Rs.10 Lakhs, SD cum PG shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's Cheque or pay order or Irrevocable Bank Guarantee. Bank Guarantee should be obtained from the Banks mentioned in clause (29.0)

2) The Security Deposit cum Performance Guarantee furnished shall be towards proper fulfillment of the contract as well as towards performance guarantee of the materials supplied. In case of BG, the SD cum PG shall be valid/ extended for the entire period of Guarantee.

3) The Security deposit cum Performance Guarantee against this contract will be released to the contractor only if the contract is completed to the satisfaction of the purchaser. If, the purchaser incurs any loss or damage on account of the breach of any of the clauses mentioned above or any other amount arising out of the contract becomes payable by the successful tenderer to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the Security Deposit cum Performance Guarantee and such amount that is appropriated will not be refunded to the successful tenderer.

4) The Security deposit cum Performance Guarantee furnished in the form BG shall be returned after the expiry of the guarantee period. If the SD cum PG is furnished in the form of Demand Draft/ Banker's cheque or pay order the same shall be refunded after expiry of the guarantee period. If during the above period, any of the materials supplied are found to be defective in material or in workmanship, the same shall be rectified or replaced at destination at free of charges.

5). If required, the BG shall be extended to cover the extended period of Guarantee, under the heading of placing of orders clause the following is to added.

The award of contract will be issued to the successful tenderer with all TNPGL LTD's terms as and conditions, duly indication the approved unit rates and the approximate quantity allotted to them. The approved rate will be firm.

29.0) BANK GUARANTEE EXTENSION:

In the event of furnishing Bank Guarantee towards security deposit, the validity of the bank guarantee shall have to be kept live till completion of Guarantee period.

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

29.1 BANK GUARANTEE:

All Bank Guarantee should be furnished in Non-judicial stamp paper value of Rs.500/- and obtained only from

- a) Nationalized Bank.
- b) Non Nationalized scheduled Bank
- c) Branches of Foreign Banks in India.

30.0 INSPECTION:

The materials covered in this order are subject to inspection in the presence of TNPGL Engineer at supplier's premises **during fabrication**. The expenses connected with the deputation of such inspecting Engineers shall be borne by the Board. You shall provide necessary facilities for such inspection. You are requested to intimate the readiness of the materials for inspection at least 15 (Fifteen) days in advance for deputing our Engineer. Despatch Clearance will be given after inspection at your works. Inspection by Engineers shall not absolve you off the responsibility of supplying the materials conforming to the specification.

31.0 JURISDICTION FOR LEGAL PROCEEDINGS:

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

The bidder shall furnish an undertaking for legal proceedings as per the format in Annexure –II in a non-judicial stamp paper of Rs.500/- agreeing to the above condition along with their offer.

32.0 ARBITRATION:

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

33.0 DESPATCH OF EQUIPMENTS:

It is the contractor's responsibility to deliver the materials / equipment to site. Materials can be brought to site by road also. The dispatch intimation may however, be given to the Stores Controller/MTPS-I/ MetturDam-6 with intimation to the Superintending Engineer/P&A/MTPS-I/MetturDam-6.

34.0. LOSS OR DAMAGE:

1. External damages or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 3 months from the date of receipt of materials. In either case, the damages or defective materials should be replaced at free of cost to the TNPGCL as per clause (29)
2. If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account require the supplier to replace the defective goods, free of cost.
3. Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.
4. In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, Excise duty and Sales Tax (if payable) and other charges payable thereof will be paid only proportionate to the value of materials received in good condition, unless the damaged goods or short supplies are made good free of cost by the suppliers.
5. For all legal purposes, the materials shall be deemed to pass into the TNPGCL Ltd's ownership at the destination Stores, where they are delivered and accepted.

35.0. REPLACEMENT OF DEFECTIVE, DAMAGED MATERIALS:

1. Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgment. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages at the rate of (0.5%) half percent value (all inclusive price of such material for each completed week of delay subject to maximum of (10%) ten percent for the delay from the date of receipt of intimation of the defects or damages.
2. In the event of supplies being received damaged or short at the destination stores, the cost of such materials will be paid only proportionate, to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost to the TNPGCL Ltd by the supplier.
3. If during the period of supply, it is found that goods already supplied are defective in materials or workmanship or do not conform to the Specification or are unsuitable for the purpose for which they are purchased then it will be open to the purchaser either to reject the goods or repudiate the entire contract

and claim such loss that the purchaser may suffer on the account or require the contractor to replace the defective goods free of cost.

4. Similarly, if during the guarantee period stipulated under Guarantee clause subsequent to the date of receipt of the goods, any of the goods be found defective in materials or workmanship, or do not conform to the rate contract or are unsuitable will be open to the purchaser either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and required the contractor to replace the balance or pay compensation to the extent of the loss sustained by the purchase on that account.

5. Notwithstanding any other remedies available, the purchaser shall be entertained to dispose off the defective / damaged materials in "as is where is condition" without further notice, if the contractor / supplier fails to rectify the defect and / or replace the damaged materials and / or fails to remove defective/ damaged materials within two months period as per PO terms, from the date of receipt of intimation from the purchaser, TNPGL Ltd reserves right to dispose of such materials. This is without prejudice to the imposition of Liquidated Damages, Ground rent, forfeiture of security deposit etc.

36.0 DRAWING:

1) The tenderers should submit with his tender dimensioned General arrangements drawings for the equipment's offered. Illustrated and descriptive literature also should be enclosed, if necessary.

2) Any approval given to the detailed drawings by the purchaser shall not relieve the contractor of the responsibility for correctness of the drawing and in the execution of the works in accordance with the terms of the specification.

37.0 RECOVERIES OF DUES:-

The TNPGL is empowered

a) To recover any dues against this contract in any bills / Security Deposit / Earnest Money Deposit due to the successful tenderer either in this contract or any other contracts with TNPGL/TNEB.

b) To recover any dues against any other contract of the successful tenderer with TNPGL/TNEB, with the available amount due to the successful tenderers against this contract.

38.0 INSURANCE:

The successful tenderer should effect insurance of all materials being supplied by them through any of the nationalized insurance companies at their cost. The Bidder's acceptance or otherwise to this clause should be specifically stated in the tender. The insurance should cover Transit Insurance. The damages if any, during transit to be reported within 30 days of receipt of materials. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance under-writers/carriers.

The equipment / material shall be insured to cover transport (from ware house) and 60 days storage risk at site.

39.0. FAILURE TO EXECUTE THE CONTRACT:

1) Successful tenderer failing to execute the order placed on them to the satisfaction of the TNPGL under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TNPGL, consequent to the placing of fresh orders elsewhere at higher rate, i.e., the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages.

2) Further to imposing of LD, E.M.D. and S.D. paid by the firm will be forfeited as per terms of Purchase order. Their poor performance will be recorded for future tenders/contracts in TNPGL. Their name will be blacklisted after due notice.

3) In the event of the documents furnished with the offer being found to be bogus or the documents containing false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders/contracts in TNPGL, TANTRANSCO & TNEB LIMITED.

40.0 POWERS TO TERMINATE THE CONTRACT:

In the event of Non-fulfillment and lack of diligence, the contract will be terminated and the Security Deposit/SD cum PG and Earnest Money Deposit will be forfeited. In that circumstance, TNPGL reserves the right, to arrange some other agency for the execution of this contract.

41.0 BAR OF JURISDICTION:

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

42.0 LIMITS OF CONTRACT:

Equipment furnished shall be complete in every respect with all mounting, fittings, fixtures and standard accessories normally provided with such equipment and / or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. All similar Standard components / parts of similar standard equipment provided, shall be interchangeable with one another.

43.0 SAFETY CONDITIONS:-

1. All the relevant personal protective equipment's like safety helmets, safety shoes, safety belts, 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 to be ensured for proper usage by their workers without fail.
2. Proper welding machines with accessories, good & sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials etc., should be used. Proper earthing shall be provided wherever necessary.
3. The contractor shall not allow his workmen to wear loose garments, like lungies, dhotis, watches, loose jewels and bangles etc., while at work and smoke cigarette, beedies etc., inside the power house premises.
4. The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the power house premises.
5. No workmen below the age of 18 year should be engaged by the contractor for any works and no women workers shall be allowed to work in night hours except between 6AM and 5PM inside MTPS-I.
6. The work should be done carefully by observing all safety precautions. The Contractor is advised to take utmost care for the protection of their men and materials. No compensation will be paid by TNPGL on account of any accident to men (or) loss of materials. Any accident occurred should be reported to the officer in charge immediately in writing in the prescribed format in accordance with the Factories act, 1948.
7. The works have to be executed only in the presence of supervisors engaged by the contractor as well as the department personnel.
8. More care has to be taken during the execution of works at higher elevations, and confined spaces.
9. The contract workmen should not open the fire hydrants for taking bath etc.
10. Comprehensive insurance policy or coverage should be taken for each & every contract worker, while attending any work in the plant.
11. 24 volt test lamp should be used while attending works in the confined spaces like inside the boiler, trench, duct etc.
12. Any job, carried out at higher elevation above 2meter, workers should wear safety belts.
13. The contractor shall indemnify TNPGL against all actions, suits, claims, compensation towards accidents/death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law or under the workmen compensation Act 1923, or any other statute in force during the period of contract/ and to undertake steps properly to insure against any claims there under.
14. On the occurrence of accident which may result in the death of any workman employed by the contractor or which is due to the contract work and so serious as to be likely to be result in the death of any such workman, the contractor shall within 24 hours of happening of such accident intimate in writing the fact of such accident to the Superintending Engineer/ Operation, MTPS-I, who is the Factory manager and such officers required by the provision of the workmen compensation Act. The contractor shall indemnify resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any payable by TNPGL as a consequence of Tamil Nadu Generation and Distribution Corporation Limited's failure to give notice under the provision of the said act or other wise to confirm the provision of such act in regard to such accident.
15. In the event of accident of which compensation may become payable under workman

- compensation act VII of 1923 and subsequent amendment thereof whether by the contractor or by the Tamil Nadu Generation and Distribution Corporation Limited as principal employer, it shall be lawful for the Superintending Engineer to retain out of the money due and payable to the contractor such sum or sum of money as may be in his opinion be sufficient to meet such liability.
16. The contractor should furnish the copies of FIR, Post mortem report in case of fatal accidents and Medical fitness certificates in case of other accidents immediately. The contractor should proof of having paid the compensation as fixed by the Deputy Commissioner of Labour in accordance with the provisions of the Workmen compensation act.
 17. The contractor shall possess valid Labour License in accordance with the Contractor Labour act 1970 and the interstate migrant workmen act 1979. The contractor shall not engage workers exceeding the maximum number of workmen specified in the License.
 18. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TNF rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of MTPS-I is charged by the officials of the factories inspectorate with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the Occupier and the Manager of MTPS-I will be discharged from liability under this Act, in respect of such offence.
 19. The Contractor may visit the site to understand the site condition & other details of working of site before bid quotation.
 20. Tentative schedule for activities under scope of work shall be submitted within 1 week from date of handing of letter given by MTPS-I. The successful bidder shall be required to start the work immediately.
 21. All the supply material shall be made through stores. Transportation of material to the work to site is in the contractor scope. Material handling equipment crane, hydra and truck for material shifting inside the plant premises shall be arranged by contractor during job execution to complete the contract.
 22. In supply of material at stores, material inspection shall be done by MTPS-I, however contractor to co-ordinate the same. It will be the contractor's responsibility to facilitate MTPS-I for inspection and checking material and all associated accessories supplied.
 23. The storage of material shall be done by the contractor at site.
 24. If contractor is deploying any subcontractor for execution of job of the erection and testing of the APHs, the subcontractor should have adequate experience and credential in same field i.e. erection, testing, storage, shifting etc. of similar size of APHs.
 25. All safety equipment for the working personnel has to be provided by the contractor. In case of any accident/miss happening, contractor shall be only responsible to settle the case.
 26. All special T&P required for erection i.e. lifting jacks, winch etc., shall be arranged by the contractor.
 27. During the course of execution of work, certain rework / modification / rectification / repairs / fabrication etc will be necessary on account of completion of work, and also on account of design discrepancies / alterations, manufacturing defects, site operations / maintenance requirements. Contractor shall carry out such rework / modification / rectification / fabrication / repairs etc promptly and expeditiously.
 28. It shall be specially noted that, the contractor may have to work round the clock (24x7) to achieve the completion schedules / plans / targets during the entire course of erection, testing and commissioning works.
 29. Contractor shall erect all the equipment's as per the sequence. The sequence of erection and methodology shall be given to the TNPGL Engineers for future maintenance.
 30. Deploying all types of labour including Supervisors, Engineers, providing consumables as required for completing the works, is included in this scope of work.
 31. The contractor shall take adequate precautions to ensure complete safety and prevention of accidents at site. The safety precautions shall conform to IS codes wherever applicable.
 32. The power supply will be provided at a single point for the work and the further distribution is to be arranged by the contractor at his cost.
 33. Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site.
 34. All the required gases like Oxygen / Acetylene / argon / Nitrogen required for work shall be the Contractor's cost. It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of these gases.
 35. The activities for erection, testing etc. shall be started as per directions of TNPGL Engineer.
 36. The work covered under this specification is of highly sophisticated nature, requiring the best quality of workmanship for fabrication, engineering and erection management. The contractor

should ensure timely completion of work. The contractor must have adequate quantity of tools, equipment etc, in his possession. He must also have on his rolls adequate, trained, qualified and experienced supervisory staff and skilled personnel.

37. It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. Necessary coordination with TNPGL officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the TNPGL for making gate passes. Where permitted, by TNPGL, to work beyond normal working hours, the contractor shall arrange necessary work permit for working beyond normal working hours.
38. The work shall conform to dimensions and tolerances given in various drawings provided by them. If any portion of work is found to be defective in workmanship not conforming to drawings or other stipulations, the contractor shall dismantle and redo the work duly replacing the defective materials at his cost, failing which the job will be carried out by TNPGL by engaging other agencies and recoveries will be effected from contractor's bill towards expenditure incurred including TNPGLs overhead charges.
39. It is not the intent to specify herein all details of material. Any item related this work not covered by this but necessary to complete the system will be deemed to have been included in the scope of the work.
40. The contractor shall do satisfactory testing, pre-commissioning, commissioning and trial run of the equipment.
41. Contractor shall remove all scrap materials periodically generated from his working area and collect the same at one place and devoluted to the stores.
42. Progress review meetings will be held every day, scheduled program shall be discussed for actions to be taken for achieving targets. Contractor shall also present the program for next day. The contractor shall constantly update / revise his work program to meet the overall requirement. All quality problems shall also be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time so as to eliminate the cause of nonconformities.

44.0. NON-ASSIGNMENT:

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

45.0. ELECTRICITY RULES:

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

46.0 EFFECTING OF RECOVERIES:

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

47.0 LIMITATION OF LIABILITY:

Except in case of Criminal Negligence or Willful Misconduct,

1. The Vendor/Supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor/Supplier to pay price reduction and liquidated damages to the Purchaser, and
2. The aggregate liability of the Vendor/Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Vendor/Supplier to indemnify the Purchaser with respect to Patent infringement.

48.0) VENDOR REGISTRATION :

In TANGEDCO/TANTRANSCO, Vendor Registration has come into effect from 01.01.2021 as per TANGEDCO proceedings 311, dated 29.12.2020. The firms must register in the Online Vendor portal Website <http://exam.tnebnet.org/tnebvend> for Vendor Registration.

49.0) GENERAL: All rules and provisions as per GST Act is applicable

50.0) CAUTION:

44

1. Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms.
2. In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited or 1% of the P.O. value will be levied as penalty in addition to blacklisting them for future tenders / contracts in Tamil Nadu Electricity Board.
3. The Guidelines issued in Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 will be followed.

**Sd/-08.05.26
SE/P&A /MTPS-I**

SECTION -VI

TECHNICAL TERMS AND CONDITIONS

1.0 SCOPE: This specification covers **Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in unit-IV APH 4A & 4B during forthcoming Capital overhaul Model: 27VIT (M) 72⁰ 2000mm. Quantity:-2 Nos** including packing and delivery to site, unloading at site and transit insurance of materials required for Mettur Thermal Power Station-I.

2.0 It is not the intention of this specification to specify completely herein all details and design and fabrication of materials. However, the materials offered shall conform in all respects to high standards of Engineering and workmanship and be capable of performing in continuous commercial operation up to vendor's guarantee in a manner acceptable to the purchaser who will interpret the meaning of specification and shall have the power to reject any materials, which in his judgment are not in full accordance therewith.

3.0 MATERIAL TECHNICAL SPECIFICATION- Refer Schedule – A

4.0 DRAWING :-

4.01) The tenderers should submit with his tender dimensioned General arrangements drawings for the equipment's offered. Illustrated and descriptive literature also should be enclosed.

4.02) Any approval given to the detailed drawings by the purchaser shall not relieve the contractor of the responsibility for correctness of the drawing and in the execution of the works in accordance with the terms of the specification.

5.0 CODES & STANDARDS

5.01) The design, manufacture and performance of subject material shall comply with the requirements of the latest edition of codes and standards.

5.02) In the event of conflict between the codes and standards referred to on the specification and requirement of this specification, the requirement of specification will govern.

6.0 DESIGN AND PERFORMANCE REQUIREMENT:

6.01) The bidder shall submit the design and performance data of the materials offered in relation to **Schedule - A** along with the bid for evaluation.

6.02) The material shall be designed and manufactured in accordance with the best Engineering practice and shall be sent as, has been proved to be suitable for the intended purpose.

7.0 INSPECTION, EXPEDITING AND TESTING:

The PURCHASER/OWNER will carry out inspection, expediting and testing during and after its manufacturer through the agency of the ENGINEER to ensure quality control and prompt deliveries and the MANUFACTURER, will provide the necessary access and facilities. Expediting will cover vendor data submission, ordering of raw materials, production, planning, manufacture, testing and shipment. Inspection will be carried out as per a schedule agreed with the MANUFACTURER, at several stages commencing from inspection of raw materials up to final testing before release of shipment. The inspecting and testing will also cover equipment supplied by the SUB-VENDORS. Inspection by the ENGINEER shall not relieve the VENDOR of the responsibilities for furnishing equipment conforming to the specification.

8.0 PACKING AND FOWARDING:

8.01) The responsibility for properly packing the equipment shall be that of the manufacturer. The requirement for packing and marking of equipment have been generally specified in standard specification entitled "Marking and Transport Instructions" and specifically given in the purchase order.

8.02) All test/Inspection certificates must be endorsed with sufficient information to identify the material or equipment to which the certificates refer, and must carry in the top right hand corner the identification of OWNER/PURCHASER and the CONTRACT.

9.0 MARKING AND TRANSPORT INSTRUCTIONS:

All packages shall be clearly, legibly and durably marked with uniform block letters (preferably with water proof paint) ON

AT LEAST THREE SIDES WITH:

- a. Destination address as communicated
- b. PO/Contract No.
- c. Dimensions

d. Net and Gross Weights

46

e. Sign showing slinging and sling position

f. Any handling and unpacking instructions, if considered necessary

g. Sign showing 'side up'

h. Sign showing 'fragile' marks in case of delicate equipment.

i. Identification mark relating them to the appropriate shipping documents considered necessary

j. In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.

10.0 TRANSPORT :

10.01) No material shall be despatched without prior consent of the OWNER/PURCHASER or his representative.

10.02) The SUPPLIER/CONTRACTOR shall intimate the ENGINEER in writing the probable date when the materials shall be ready for dispatch, at least 3 weeks in advance. Copies of the packing list shall also be sent along with the advance intimation.

10.03) In the event of the SUPPLIER/CONTRACTOR proposing to deliver the materials in component or sub-assembly form, he shall furnish full particulars of the quantity and approximate size of each items. All sub-assemblies shall be match-marked to facilitate assembly at site. The equipment/ Materials shall be unloaded at Destination Stores/Sites by the supplier at free of cost.

**Sd/-08.05.26
SE/P&A /MTPS-I**

SECTION VII
GENERAL CONDITIONS

1.0.COMPLETION OF WORKS:

The time of completion shall be as per the clause 13.0 under Section V of this Specification provided always that if in the opinion of the Engineer, the completion of work shall be delayed by the order of the Engineer or any altered, modified, substituted or additional works or materials or by the order of the works or materials to be omitted by any strike or lockout of any workmen employed by the Contractor or by causes directly due to him or by the Contractor not being given the possession of the site or any part thereof, whether under the power herein contained or otherwise or by any non-performance or work or non-supply of materials to be performed or supplied by the TNPGL or by the Contractor not receiving any orders, instructions or directions in time or by the suspension of the works, or by fire, flood, exceptionally bad weather, tempest, storm or by or from unforeseen circumstances (and whether the same shall be due to any act or omission of the TNPGL or his agents or those in their respective service or not), the Engineer shall, if in his uncontrolled discretion shall think whether forthwith or at any later time and from time to time notwithstanding that the prescribed or extended time for completion has expired or that the works have been completed, by writing under his hand extend the time for the completion of works to such date as he shall appoint. Provided always, that unless the Contractor makes a written application to the Engineer on or before the time when the cause of delay is occurring or about to occur and unless the time is extended by the Engineer, the prescribed time shall not be extended notwithstanding delays from the forgoing or any other causes of whatsoever kind.

The Contractor should see that one of their sales and service technologist would be periodically supervising and extending technical support during the course of execution of the contract.

2.0. SUB-LETTING:

No part of the contract shall be sublet without prior written permission of the TNPGL nor shall transfer to be made by Power of attorney authorizing others, to receive payment on Contractor's behalf.

In case of the Contractor engaging contract labourers with the prior approval mentioned above in writing, the following should be strictly adhered to.

- a) The Contractor should fulfill strictly all the conditions as stipulated in the contract labour (Regulation and abolition) Act, 1970 and the rules made there under.
- b) The Contractor should take out a license at his cost, under section 12 of the above said act within the specified period as mentioned by the Management/ Principal employer at the time of awarding the contract.

3.0. SUPPLY OF COMPRESSED AIR:

Free compressed air will be provided to the contractor from the nearest available TNPGL's supply point for the entire works.

4.0. POWER SUPPLY :

Free Power supply will be provided to the contractor from the nearest available TNPGL's power supply point for the entire works. The contractor should make his own arrangement to extend the power to the area of work and also maintain such extension lines at his cost.

5.0. LIABILITY FOR ACCIDENTS TO PERSONS:

The Contractor shall indemnify and save harm to the TNPGL against all sections, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by person employed by the Contractor or his sub-contractor on the works whether under the general law or under the workmen's compensation Act 1923, or any other statute in force on the date of the contract, dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under.

On the occurrence of an accident which results & in the death of the workmen employed by the Contractor or which is due to the contract work and of so serious as to be likely to result in the death of any such workmen, the Contractor within 24 hours of happening of such accident intimate in writing to the concerned Engineer and such officers required by the provision of the Workmen's Compensation Act the fact of such accident. The Contractor shall indemnify TNPGL against all

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

In the event of any claim being made, or action brought against the TNPGL involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under clause, the Contractor shall be immediately notified thereof, and he shall with the assistance, if he so require, of the TNPGL but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the TNPGL shall, at the expense of the Contractor, afford all available assistance for any such purpose.

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

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

The Contractor should report about all accidents within 24 hours to the Assistant Engineer of TNPGL in the preliminary accident form. He should furnish other particulars such medical certificates, wage particulars, fitness, etc., in due course without delay.

6.0. 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 or injuries there to which until the same, be or be occasioned by the acts or omissions of the Contractor or his workmen or his sub-contractors and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the Contractor and to the reasonable satisfaction of the Engineer. Such loss or damage happen to units of works or plant or materials failing outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the Contractor to the satisfaction of Engineer.

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

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

7.0.CONTRACTOR TO INFORM ENGINEER FOR ARRANGEMENTS FOR EXECUTION OF WORK:

The Contractor shall from time to time, as and when required by the Engineer, furnish the Engineer with a statement in writing of the arrangements he proposes to adopt for the execution of this contract, and in case the Engineer shall at any time or times consider any alteration in the same desirable, the Contractor shall on notice thereof adopt such alteration. A detailed program on the project for execution of the different items or work shall be prepared by the Contractor immediately after commencing the work. Those when accepted by the TNPGL, shall be kept up till the completion.

8.0. SUNDAY WORK:

No work of any description shall be carried out on Sundays and other important National Holidays without the knowledge and formal sanction in writing of the Engineer.

9.0. SUSPENSION OF WORK:

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

No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failure or any causes beyond the control of TNPGL and for prearranged shutdowns in electricity supply for which prior notice may be given.

10.0. INSPECTION OF WORKS:

All requisite scaffolding, shoring, timbering and pathways shall have perfect supports. Care must be taken to ensure the safety of work, people and the Contractor shall comply with such instructions as the Engineer may issue to ensure such safety. The Contractor will be responsible for any damage or injuries to persons and properties resulting from ill erected scaffolding defective pathways and ladders or during under water exploration and erection or otherwise arising out of his default in this respect.

11.0. REDOING OF IMPERFECT WORK:

If, it shall appear that work has been executed with unsound, imperfect or unskilled workmanship or with materials of any imperfect or any inferior quality or otherwise not in accordance with the contract documents, the Contractor shall at his own cost rectify the same, either in the whole or in part, as may be directed by the Engineer, whether or not the value of any such work or materials shall have been included in any payment made to the Contractor.

12.0. MATERIALS BROUGHT TO THE SITE WORKS:

12.1. All materials, tools and tackles brought to and delivered upon the site for the purpose of the work shall from the time of their being so brought vest in and be the property of TNPGL but may be used for the purpose of the work but for the purpose only and shall not any account be removed or taken away by the Contractor or any other person without the express permission in writing of the Engineer but the Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof or damage thereto unless resulting from causes beyond the Contractor's control.

12.2. The TNPGL shall have a lien on such materials tools and tackles for any sum or/ sums which may at any time prior to the completion of the works be due or owing to him by the Contractor under in respect of or by reason of the contract and TNPGL shall be at liberty to sell and dispose of any such materials, tools and tackles and in such manner as he so thinks fit and to apply the proceeds in or towards the satisfaction of such sum or sums so due or owing as aforesaid.

13.0. CONTRACTOR TO KEEP INVENTORY OF PLANT ETC:

The Contractor shall prepare and maintain an inventory of all materials, temporary rolling stock, plant purchased or hired for employment or for any of the purposes of this Contract and such inventory or a copy thereof shall at all times be available for inspection by the Engineer, on the completion of the contract, all such materials, rolling stock and plant as shall have been hired shall be removed forthwith by the Contractor returned to the parties from whom the same have been hired.

14.0. TOOLS AND PLANTS FOR THE EXECUTION OF THE CONTRACT:

All tools and plants, equipment and tackle required for the complete execution of the contract shall be arranged for by the Contractor only at his own cost. The Contractor, may however, specify in his tender the terms under which or concessions, if any, that would require for procuring and using the tools and plant and equipment on the work except those that are to be supplied on hire or free of charge.

15.0. COMPLETION CERTIFICATE:

As and when the whole of the work shall have been completed to the satisfaction of the Engineer and in accordance with this contract, he shall give to the Contractor the 'Completion Certificate' and thereupon the TNPGL shall take over the work. Provided always that the Engineers shall in his discretion be at liberty from time to time certify, that a part of the work has been completed to his satisfaction and in accordance with this contract and there upon the TNPGL shall take over that part of the works included in such certificates.

16.0. NEGLIGENCE:

If the Contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in

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

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

17.0. DEATH, BANKRUPTCY ETC:

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

18.0 MEASURING, VALUING AND VERIFYING BY ENGINEER:

In measuring, valuing, deciding or certifying TNPGL's Engineer is intended to act by his skill and from his knowledge of the facts and incidents connected with the works and in so far as any facts are not within his own knowledge the Engineer shall be at liberty to inform himself by enquiry of such person or persons as he may consider necessary. The Engineer shall at all times be considered seized of all the facts necessary for him to form his own opinion, make his measurements or valuations give his decision and order, make his requisition, or give or refuse his certificate and he shall be at the liberty to certify at such time and in such manner as in his discretion he may think proper and he shall not be bound to give any reason for or any particulars of his certificate or any reasons for his not certifying.

19.0. CLEANING UP:

Upon completion of the work, the Contractor shall remove from the vicinity of the work all, rubbish, unused materials, and other materials, belonging to him or used under his discretion, during painting and in the event of his failure to do so, the same will be removed by the TNPGL, and the relevant expenditure recovered from the Contractor.

20.0. WASTE MATERIALS:

All waste materials as decided by the site Engineer should be lift out of the compound at Contractor's cost and the Contractor should keep the site always clean during progress of work.

21.0. NOTICES: HOW TO BE GIVEN:

Whereas legal or other notice or any other documents is to be given to or served up to the Contractor it shall be deemed to be duly given or served, if it shall have been either delivered to him personally or to his recognized agent (including in the case of the company the Secretary of such company) or delivered at or sent through the post addressed to the contractor at the contractor's office in the site or sent through the post addressed to the last known place of business or abode of

the Contractor or in the case of a Company to its Registered Office and in the case of a firm of Contractor notice or other documents, which shall be so given to or so served on any one of the partners in such firm, shall be deemed to have been given to or served on all of them.

22.0. SAFETY, SECURITY AND LIGHTING:

Except as hereinafter provided, the Contractor shall unless otherwise specified be responsible for the proper fencing, guarding, lighting around the works area to avoid accidents. Similarly proper security arrangement shall be made by the contractor during stormy weather and high tide conditions of the sea to avoid any loss of property and life. Necessary temporary road ways, foot ways and guards for the above shall be provided by the contractor.

23.0. HEALTH AND SANITARY RULES FOR WORKERS:

The Contractor's special attention is invited that he is required to provide at his own expenses the following amenities to the satisfaction of the Engineer at site.

24.0. FIRST AID:

At the work site there shall be maintained in a readily accessible place, First Aid appliances and medicines including adequate supply of sterilized dressing and sterilized cotton wool. The appliance should be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during working hours.

25.0. DRINKING WATER:

Water of good quality fit for drinking purposes shall have to be provided for the workers.

26.0. CANTEEN:

The canteen facility already available in MTPS I on chargeable basis may be utilized.

27.0. PRECAUTION DURING WORKING:

The contractor should take all precautions necessary and as specified by the Engineer for works. He should at his expenses provide helmets for all the workmen working. Any special precautions that may be required by the Acts of Rules of the Tamil Nadu Government from time to time shall also be taken by the contractor at his own cost. During inclement weather, the contractor shall protect from injury all works already in progress, just then completed. Should the work be suspended by reason of rain, strikes lockouts or any other cause, the contractor shall take all precautions necessary for protection of works and make good, at his own expense, any damage arising from any of these causes.

28.0. EMPLOYMENT OF CONTRACT LABOUR:

The contractor should fulfil strictly all the conditions as stipulated in the contract labour (Regulation and Abolition) Act 1970 and the rules made there under. The Contractor should take out license under Section 12 of the above said Act, within the specified period as mentioned by the Management/ Principal Employer at the time of awarding the contract.

The contract shall be terminated if the Contractor fails to obtain a license under Section 12 of the contract labour (Regulation and Abolition) Act 1970 within 30 days of award of contract.

As per the Contract Labour Rules 1975, the Contractor should disburse the wages of the contract labours in the presence of authorized representative of the Principal Employer and it should be certified that the amount so paid as wages by such representatives as furnished below:

"Certified that the amount shown in Column No. has been paid to workmen concerned in my presence." The wages of contract labour should not be less than that of minimum wages prescribed by the Minimum Wages Act for Contract labour.

29.0. ILLUMINATION:

Adequate illumination is to be provided by the Contractor at his cost. Wherever any works are carried out at night, the area of works to be illuminated adequately by flood lights. The voltage of hand lamps is to be reduced to 24 V AC and suitable transformers & Switch boards have to be installed at the Contractor's expenses.

For power supply to worksites, Contractor's offices and stores, the Contractor has to provide his own distribution system at his own cost from the points of take-off from the nearest mains provided by the TNPGL. The Contractor shall construct and maintain at his own expenses the necessary circuit for distributing the power in order to provide voltages regulations.

30.0. COMMUNICATION FACILITIES:

The Contractor shall install, maintain and operate such other communication and signal facilities as are necessary for the safe and efficient execution of the work. All such communication and signal facilities shall be subject to the approval of the Engineer. Authorized employees of the TNPGL shall have free use of such facilities installed by the Contractor for the transmission of official messages.

31.0. SPECIAL CONDITIONS TO BE FOLLOWED REGARDING ENVIRONMENTAL ANGLE:

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

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SE/P&A /MTPS-I**

SECTION-VIII

GENERAL CONDITIONS (STATUTORY COMPLIANCES)

- 1) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- 2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
- 3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- 4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made 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 sub-contractors. (if permitted)
- 7) In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

1.0 CONTRACT LABOUR REGULATIONS :

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

- (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. 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,
- (c) spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
- (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
- (iv) Employment Card : The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - (a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- (vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--
 - (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex.
 - (d) Age.
 - (e) EPF UAN number
 - (f) ESI number
 - (g) Aadhaar number
 - (h) Nature of accident and cause of accident.
 - (i) Time and date of accident.
 - (j) Date and time when admitted in hospital.
 - (k) Date of discharge from the hospital.
 - (l) Period of treatment and result of treatment.
 - (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (n) Claim required to be paid under Workmen's Compensation Act.
 - (o) Date of payment of compensation.
 - (p) Amount paid with details of the person to whom the same was paid.

- (q) Authority by whom the compensation was assessed.
- (r) Remarks.

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

- (viii) Preservation of Registers : The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
- (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
- (x) Disposal of amounts recovered from the Contractor : The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.
- (xi) Welfare Fund : All moneys that are recovered by the Engineer-in-Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
- (xii) Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.
- (xiii) Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in- Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
- (xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.
- (xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

2.0 Compliance of ESI Act 1948 :

- (a) The contractor who take up the works contract for TNPGL & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
- (b) The contractor should have a separate ESI main code number.
- (c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- (e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in

respect of the execution of the Tendered work,

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

3.0 Statutory Compliance Clearance Certificate:-

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

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

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

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

- (a) The Contractor who take up works contract for TNPGL/TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
- (b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TNPGL/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.
- (c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPGL/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TNPGL/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the migrant labour licence before executing the works.

- (d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
- (i) Muster Roll in Form – XVI.
 - (ii) Register of Wages in Form – XVII.
 - (iii) Register of overtime in Form – XVIII.
 - (iv) The contractor shall issue an photo identity card to his employees.

6.0 Wages:-

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

7.0 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.

8.0 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.

9.0 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)

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

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

11.0 SAFETY CONDITIONS:-

- (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.

Sd/-08.05.26
SE/P&A /MTPS-I

SCHEDULE - A
SPEC. NO.CE/MTPS-I/SE/P&A/EE/S&I/AEE-3/OT. No.:02/2026-27
TECHNICAL SPECIFICATION

1).NAME OF WORK:-

Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in Unit-IV APH 4A & 4B during forthcoming Capital overhaul. Model: 27VIT (M) 72⁰ 2000mm. Quantity:- 2 Nos.

- I. Please quote your lowest price online for the following as per the specification furnished hereunder in Schedule- A. (Part –II)

Sl.No	Description of work	Qty
	Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in Unit-IV APH 4A & 4B during forthcoming Capital overhaul. Model: 27VIT (M) 72 ⁰ 2000mm	2Nos
1	Supply Portion	
	MTPS-I – Unit IV – Supply of Materials for the Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in Unit-IV APH 4A & 4B during forthcoming Capital overhaul. Model: 27VIT (M) 72 ⁰ 2000mm.	2 Nos. To be quoted online in BOQ To be quoted online in BOQ
2	Erection Portion	
	Dismantling, Erection, Testing & Commissioning for the Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in Unit-IV APH 4A & 4B during forthcoming Capital overhaul. Model: 27VIT (M) 72 ⁰ 2000mm	2 Nos. To be quoted online in BOQ To be quoted online in BOQ

2). TECHNICAL DETAILS OF THE AIR PRE HEATER: -

Existing APHs		Proposed APHs	
Model	27VIT72 ⁰ 2000 mm.	Model	27VIT(M)72 ⁰ 2000 mm.
Sector	Twelve (12)	Sector	Twenty Four (24)
Sacrificing End Basket	0.63 DU 200MM Material: Carbon Steel (IS 513 DD)	Sacrificing End Basket	0.63 DU 200MM Material: Carbon Steel (IS 513 DD)
Hot End Basket	0.63DU 650MM Material: Carbon Steel (IS 513 DD)	Hot End Basket	0.63DU 650MM Material: Carbon Steel (IS 513 DD)
Hot Intermediate End Basket:	0.63 DU 850MM Material: Carbon Steel (IS 513 DD)	Hot Intermediate End Basket:	0.63 DU 850MM Material: Carbon Steel (IS 513 DD)
Cold End Basket:	0.8 NF 300MM Material: Corten Steel (Corten-A)	Cold End Basket:	0.8 NF 300MM Material: Corten Steel (Corten-A)

3).SCOPE OF WORK: Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in unit-IV APH A & B during forthcoming Capital overhaul Model: 27VIT (M) 72⁰ 2000mm. Quantity:- 2 Nos.

1. Dismantling of the existing 12 sectors rotor assembly & its seals and scrap devolution at central Stores/MTPS-I.
2. Erection, testing & Commissioning of items/equipment's/systems covered under scope of supply shall be done by bidder.
3. Fabrication of New Modular Rotor Post
4. Fabrication of Rotor Modules with 24 Sectors.
5. Erection of support bearing assembly and guide bearing assembly
6. Erection of hot end and cold end connecting plate assembly and gas side housing
7. Erection of hot end Center Section Assembly

8. Sacrificing Heating Elements for all 24 Sectors 0.63 mm thick ,Height – 200mm -- DU Profile – Material : IS 513 DD with four side covered basket
9. Hot End Heating Elements for all 24 Sectors 0.63 mm thick, Height – 650 mm --DU Profile – Material : IS 513 DD with four side covered basket
10. Hot Intermediate End Heating Elements 24 Sectors 0.63 mm thick, Height – 850 mm –DU Profile – Material : IS 513 DD with four side covered basket
11. Cold End Heating Elements 24 Sectors 1.2 mm thick, Height – 300 mm --NF Profile – Material : Corten-A with four side covered basket
12. Set of gratings for 24 Sectors rotor
13. New Pinion & Pin Rack Assembly
14. New improved axial, bypass, radial seals & rotor post seals with new holding strips and fasteners for hot end & cold end for 24 sectors.
15. New T bars, rotor angles, by pass seal fixing angles.
16. Cold end heating elements doors for 24 sectors.
17. New Cold end and Hot End bracing tubes.
18. Hot End Sector Plate Assembly with Adjustors and Static Seal on both sides
19. Cold End Sector Plate Assembly with Adjustors and Static Seal on both sides
20. Axial Seal Plate Assembly with Adjustors and Static Seal on both sides
21. Axial Seal Plate to Sector Plate Assembly Seal
22. Set of Trunnion Bolts for Support Bearing and guide bearings
23. Hot end Center Section Assembly
24. Expansion joint APH FG inlet style 7 – 6159 x 2450
25. Expansion joint APH FG inlet style 5 – 6159 x 2450
26. Expansion joint APH FG inlet style 2 – 3364 x 8470
27. Expansion joint APH PA outlet style 1-3258 x 2528
28. Expansion joint APH SA outlet style 1-4350x 3362
29. Any patch works in the hot & cold end spool area and any other air ingress ion arresting work shall be done by bidder.
30. Any other works which is not mentioned above, but in the spirit of essentiality for successful completion of the work to achieve targeted performance will be in scope of the bidder.
31. Providing water washing and Deluge pipe Assembly for Hot and Cold End.
32. Providing Grid measurement tapping points for temperature at PA, SA & FG sides.
33. Providing Differential pressure measurement points (test pockets) at Primary air, secondary air and Flue Gas side
34. Providing Thermo well with RTD for Guide Bearing and Support Bearing.
35. Duct modification for Hot and Cold end in FG side including material.
36. Provision of access door for Hot and Cold end in FG side including material.
37. Erection of hot end and cold end connecting plate assembly for gas side housing
38. Re-laying of adequate layer of Thermal insulation wherever required i.e the portion removed by the bidder for erection purpose.

Note:-

1. The facilities & equipment's such as Gas side outlet duct, hoppers, structures, platform, soot blowing system etc., dismantled during erection of APH work are to be re-erected as originally provided.
2. Performance Evaluation: - After Modification the APH leakage should be less than 7%.
3. Commissioning: - On commissioning the APH, one competent technical person shall be available at site to check and confirm the performance of the Air pre Heaters till full load attained.
4. Drawings & technical documents for new design shall be provided.
5. Other than the above scope of Supply, if any additional materials required for modifications shall be borne by the supplier for successful commissioning of APH work with guaranteed performance.
6. Supply and commissioning of new Lube oil pumps for both support & Guide bearings (Make : HYPO) by the bidder.

i).SUPPLY:

Sl.No	Description	Total Qty for both APH
1	New hot end full connecting plate assembly with Main Center Section & Primary Center Section along with connecting duct up to 1000mm Air & Flue gas duct side	2 Nos
2	Cold end connecting plate assembly including Primary Center Section excluding Main Center Section along with connecting duct up to 1000mm for Flue gas duct side	2 Nos
3	Fabrication and Supply of Rotor Modules, Center Post with 24 Sectors	24 Nos

4	Cold End Heating Elements for all 24 Sectors	2 Sets
5	Hot Intermediate End Heating Elements for all 24 Sectors	2 Sets
6	Hot End Heating Elements for all 24 Sectors	2 Sets
7	Sacrificing Heating Elements for all 24 Sectors	2 Sets
8	Set of gratings for 24 Sectors rotor	48 Nos
9	Housing panel & Side pedestal for gas side	6 Nos
10	New Pin Rack Assy & pinion	2 Sets
11	New axial, bypass, radial seals & rotor post seals with new holding strips and fasteners for hot end & cold end for 24 sectors.	2 Sets
12	APH Guide & support bearings.	4 Nos
13	New T bars, rotor angles, by pass seal fixing angles.	2 Sets
14	Cold end heating elements doors for 24 sectors.	48 Nos
15	New Cold end and Hot End bracing tubes.	2 Sets
16	Supply of new Lube oil pumps for both support & Guide bearings	4 Sets
17	Providing thermal insulation wherever required i.e the portion removed by the bidder for erection purpose.	2 Sets
18	Hot End Sector Plate assy with Adjustors and Static Seal on both	6 Sets
19	Cold End Sector Plate assy with Adjustors and Static Seal on both sides	6 Sets
20	Axial Seal Plate assy with Adjustors and Static Seal on both sides	6 Sets
21	Axial Seal Plate to Sector Plate assy Seal	6 Sets
22	Set of Trunion Bolts for Support Brg.	24 Nos
23	Set of Trunion Bolts for Guide Brg.	32 Nos
24	Hot end & cold end spool complete assembly	2 Sets
25	APH 5APC gear box	2 Nos
26	Expansion joint APH FG inlet style 5 – 6159 x 2450	2 Nos
27	Expansion joint APH FG inlet style 7 – 6159 x 2450	2 Nos
28	Expansion joint APH FG inlet style 2 – 3364 x 8470	2 Nos
29	Expansion joint APH PA outlet style 1 – 3258 x 2528	2 Nos
30	Expansion joint APH SA outlet style 1 – 4350 x 3362	2 Nos
31	Soot blower twin nozzle assembly with gear box	2 Nos
32	Air motor with Bibby coupling	2 Nos
33	Drawing & technical documents for new design shall be provided	4 Sets

Element Specification Details:-

Element	Height (in mm)	Material	Description of Element
Sacrificing	200	Carbon Steel (IS 513DD)/0.63mm	Type DU
Hot End	650	Carbon Steel (IS 513DD)/0.63mm	Type DU
Hot Intermediate	850	Carbon Steel (IS 513DD)/0.63mm	Type DU
Cold End	300	Corten Steel (Corten – A)/0.8mm	Type NF

ii). ERECTION, TESTING & COMMISSIONING:

1. Dismantling of the existing 12 sectors rotor assembly along with rotor post & its seals and scrap devolution at central Stores/MTPS-I.
2. Erection, testing & Commissioning of items/equipment's/systems covered under scope of supply shall be done by bidder.
3. Re-laying of adequate layer of Thermal insulation wherever required i.e the portion removed by the bidder for erection purpose.
4. The facilities & equipment's such as structures, platform, duct, soot blowing system etc., dismantled during erection work are to be re-erected as originally provided.
5. Any patch works in the hot & cold end spool area and any other air ingress arrest work shall be done by bidder.
6. Any other works which is not mentioned above, but in the spirit of essentiality for successful completion of the work to achieve targeted performance will be in scope of the bidder.

Sd/-08.05.26

SE/P&A /MTPS-I

PART – II
SCHEDULE-A

SPEC. NO.CE/MTPS-I/SE/P&A/EE/S&I/AEE-3/OT. No.: 02/2026-27

Name of work: MTPS – I –Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in Unit -IV APH 4A & 4B during forthcoming Capital overhaul Model: 27VIT (M) 72⁰ 2000mm. Quantity-2 Nos.to Mettur Thermal Power Station - I.

Sl. No.	Item Description	HSN code	Qty.	Units	Basic rates in Figures to be entered by the Bidder Rs. P.	Applicable GST in %	GST per unit in Rs. P.	Freight charges per unit in Rs. P.	Packing & Forwarding charges per unit in Rs. P.	Insurance charges per unit in Rs. P.	Unit price without Taxes	Unit price with Taxes	Total amount in Words
					3	4	5	6	7	8			All inclusive Unit Price (3+4+5+6+7+8)
Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors)in Unit-IV APH A & B during forthcoming Capital overhaul. Model: 27VIT (M) 72 ⁰ 2000mm													
1. Supply Portion													
MTPS-I – Unit IV – Supply of Materials for the Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in Unit-IV APH 4A & 4B during forthcoming Capital overhaul. Model: 27VIT (M) 72 ⁰ 2000mm.								2 Nos.	To be quoted online in BOQ	To be quoted online in BOQ			
2. Erection Portion													
Dismantling, Erection, Testing & Commissioning for the Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in Unit-IV APH 4A & 4B during forthcoming Capital overhaul. Model: 27VIT (M) 72 ⁰ 2000mm								2 Nos.	To be quoted online in BOQ	To be quoted online in BOQ			
NOTE 1 :	Rates quoted shall be both in Words & Figures.												
NOTE 2 :	In case of discrepancy between prices quoted in words and in figures, lower of the two will be taken for evaluation.												
NOTE 3 :	While quoting the rates the bidder shall indicate the HSN Code and Account Code for all the tendered items as per GST Act.												

Note:-1. In the above Basic price column, only the Unit Price (per No) for each item /portion shall be indicated.

2. While quoting the rates the bidder shall indicate the **Account Code, HSN Code and SAC** for all the tendered items as per GST Act.

3. L1 bidder shall be determined by comparing the combined value of all inclusive rate for **Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in Unit-IV APH A & B during forthcoming Capital overhaul** of MTPS-I quoted by each bidder, subject to provision under clause 7.0 of section IV of Tender Specification. (As a whole).

4. Evaluation will done only based on the prevailing rules for the supply and Erection as per GST Act.

5. In respect of works contract where both supply of Goods and services are involved, the respective GST for supply of Goods and Services to be rendered shall be taken for evaluation purpose.

6. TNPGL will not reimburse the Employer contribution towards EPF and ESI.

7. While quoting the rates the bidder shall indicate the HSN code (Harmonized System nomenclature code) and SAC (Service Accounting Code) for all the tendered items as per GST Act.

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
DATE :

PART – I
SCHEDULE-B

SCHEDULE OF MATERIALS AND DELIVERY PERIOD

(To be filled in by the Tenderer)

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

Company Seal:

Date:

Signature :

Designation :

Company :

SCHEDULE- C1

SPEC. NO.CE/MTPS-I/SE/P&A/EE/S&I/AEE-3/OT. No.:02 /2026-27

DEVIATIONS FROM TECHNICAL SPECIFICATION

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

Sl no	Section No	Clause No	Deviation

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

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
DATE :

SPEC. NO.CE/MTPS-I/SE/P&A/EE/S&I/AEE-3/OT. No.:02/2026-27

DEVIATIONS FROM COMMERCIAL TERMS

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

SI no	Section No	Clause No	Deviation

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

COMPANY SEAL

SIGNATURE :

NAME :

DESIGNATION :

DATE :

PART – I
SCHEDULE-D

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

Purchase/work orders and their connected End User Certificates

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

Total number of orders uploaded in **full shape** :

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

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

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

Company Seal:

Signature :

Designation :

Company :

Date

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

To

The Chief Engineer,

Mettur Thermal Power Station I,

Tamilnadu Power Generation Corporation Limited,

Mettur Dam – 636 401, Tamil Nadu

Dear Sir,

Having examined the above specification together with the accompanying schedules etc.,

1. a. We accept 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. The GST applicable for the above shall also be paid to us.

b. We hereby offer to manufacture and supply the equipments/ materials covered in this Specification at the rates entered in the attached schedule of prices.

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

3. In accordance with the Security cum Performance guarantee Clause 28, Section-V, of the specification, we agree to furnish security cum performance in the form of DD/Bankers Cheque/Bank Guarantee to the extent of 5% of the Contract value (All-inclusive price) of each and every indent issued during the contract period till the expiry of the Guarantee.

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

Yours faithfully,

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

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

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

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

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

TO AND IN FAVOUR OF..... THE TAMILNADU POWER GENERATION CORPORATION LIMITED, a Body Corporate, incorporated under Companies Act 1956, having its office at MTPS I, Mettur Dam – 636 401, herein called the "TNPGL" (which expression shall where the context so admits mean and include its successors in office and Assigns.)

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

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

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

SIGNATURE OF THE TENDERER.

NAME :

DESIGNATION :

DATE :

COMPANY SEAL :

IN THE PRESENCE OF WITNESSES:

1) Signature :

Name in Block Letters :

Full Postal Address with Pin code :

2) Signature :

Name in Block Letters :

Full Postal Address with Pin code :

SCHEDULE-G**BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE****(In a Non - Judicial - Rs.500/- Stamp Paper)**

THIS DEED OF GUARANTEE made on this day of only by the Bank of (Branch name & address) (herein after called "the Bank") to and in favour TNPGL, a company registered under companies Act, 1956 having its office at NPKRR Maaligai, Electricity Avenue, 144, Anna salai, Chennai 600 002, herein after called the "TNPGL" (which expression shall where the context so admits mean and include the successors in office and assigns" having its Registered Office at Anna Salai, Chennai 2 represented by the CHIEF ENGINEER/ _____ / _____ / _____ (hereinafter called "The Purchaser").

WHETHERAS Messrs. (hereinafter called "The Contractor") have by virtue of the contract entered into with the purchaser as per PO No Dt. agreed with the purchaser to in accordance with the terms and conditions contained therein:

AND WHEREAS in accordance with the terms of the contract in PO No. dt. the contractor has to pay a sum of Rs...../-(Rupees only) towards the Security Deposit cum Performance Guarantee from a Nationalised Bank.

AND WHEREAS the contractor has requested the purchaser to accept bank guarantee in lieu of the Security Deposit cum Performance Guarantee for a sum equivalent to 5% (Five percent) of the Value of the Contract for the satisfactory performance of the Contract.

AND WHEREAS the Bank has at the request of the Contractor agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in PO No dt. or in the letter dt.....

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the purchaser having agreed to accept the Bank guarantee from a Nationalised Bank towards the Security Deposit cum Performance Guarantee for a sum equivalent to Rs...../-(Rupees..... only) the Bank do hereby guarantee that if the contractor fails to perform the contract in accordance with the specifications and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to the purchaser such amount or amounts, as the Bank may be called upon to pay be the purchaser:

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs...../-(Rupees only) PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Purchaser.

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

3. The guarantee herein contained shall remain in force till the terms and conditions of the PO No..... dt..... have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after expiry of

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

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

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

IN WITNESS WHERE OF THIRU acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

In the presence of witnesses:

1. Signature with seal of the Bank
(Name in Block letters)

2.

(Name in capitals to be subscribed with designation, office address or residential address)

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

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

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

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

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

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

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

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

WITNESSES:

1)

2)

SCHEDULE-I**TENDER ACCEPTANCE LETTER (e-tender)****To be signed with company seal on letter head and uploaded in the technical Bid**

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

Date:

To

The Chief Engineer,
Mettur Thermal Power Station I,
Tamil Nadu Power Generation Corporation Ltd,
Mettur Dam – 636 401, Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No: **SPEC.NO: CE/MTPS-I/SE/P&A/EE/S&I/AEE-3/O.T.02/2026-27**
OPENING DUE ON.16.06.2026.

Name of Tender/Work: MTPSI – Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) for APH A & B during forthcoming Capital overhaul-2Nos.

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 28, Section-V, of the specification, we agree to furnish security cum performance guarantee to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.
8. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

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

To

Date :

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

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

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

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

(OR)

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

Signature of bidder with Company Seal

Note:

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

SCHEDULE-K**DECLARATION PURSUANT TO THE SECTION 206AB**

This is to declare that.....(name of the supplier) have filed the Return Of Income (ROI) under the relevant provisions of the Income Tax Act 1961 for the assessment year 2023-24 (FY 2022-23) within the due date as per the provisions of the said ACT. Permanent Account number of the company (PAN of our company/ FIRM/Individual is.....). The details of return of income filed are as below:

Place:

Date:

(Authorized Signatory)
Signature & Seal

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

SCHEDULE-L
e-BANK GUARANTEE (e-BG) FOR EMD

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

Beneficiary:-----

Date:-----

Bid Guarantee No:_____

We have been informed that (insert name of bidder) (herein after called „the bidder“ has submitted to you its bid dated (insert date) (herein after called „the bid“) for the Modification of existing single sealing (12 sectors) Rotary Air Pre heater to double sealing arrangement (24 sectors) in unit-IV APH A & B during forthcoming Capital overhaul Model: 27VIT (M) 72⁰ 2000mm., Tamil Nadu under Open e-tender/Two part system.

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)

SCHEDULE-M**DRAFT UNDERTAKING IN LIEU OF PAYMENT OF E.M.D.**

(non- judicial stamp paper of Rs. 500/-)

THIS UNDERTAKING Executed at _____ On this thereunder _____ day of _____ Two thousand fourteen by M/s. _____ The company registered under Companies Act. 1956. Having registered office at ----- hereinafter called "Tenderer" to and in favour of the Tamil Nadu Generation Corporation Limited, a Body corporate constitute under The Electricity (Supply) Act, 1948 having its office at NPKRR Maaligai, 144, Anna Salai, Chennai-2 represented by _____.(hereinafter called the TNPGL).

WHEREAS the contract is for the supply/ erection/ construction/ suggestion for special nature of work etc., in terms of the tender Specification No. _____ .

AND WHEREAS in accordance with Clause of the above said tender Specification, the tenderer has to furnish E.M.D. of Rs.____/- (Rupees _____).

AND WHEREAS the tenderer has requested the TNPGL to accept the undertaking, in lieu of payment in cash of the E.M.D.

AND WHEREAS the TNPGL has accepted the request of the tenderer subject to his executing an undertaking to pay to the TNPGL Not exceeding Rs.____/- (Rupees _____) representing the Earnest Money Deposit together with costs in case of non-fulfilment of the conditions stipulated in the tender specification/conditions in the contract, by the Tenderer.

IN CONSIDERATION of the TNPGL having agreed to accept on undertaking from the tenderer in lieu of payment of Earnest Money Deposit in cash, the tenderer undertakes to pay the sum of Rs.____/- (Rupees _____) immediately when a demand is raised by the TNPGL against the tender without any demur in the event of the following:-

- i) If he withdraws this tender or backs out before or after acceptance of the tender or fails to remit the Security Deposit.
- ii) If he revised any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the tender specification.
- iv) The successful tenderer fails to remit the SD within the prescribed time limit.

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING is such that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the

above then the above written undertaking shall be void, otherwise the same shall remain in full force.

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

The expression, tenderer and "TNPGL" hereinbefore used shall include their respective successors and assigns in office.

IN WITNESS WHEREOF THIRU _____ For and on behalf of the tenderer has signed this Undertaking on the day, the month and year first above written in the presence of

SIGNATURE.

In the presence of witnesses.

1.

2.

SCHEDULE-N
SEPARATE SCHEDULE
QUESTIONNAIRE – A (COMMERCIAL TERMS)

INSTRUCTIONS:

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

Sl. No	Particulars	Bidder's Response
1	Name & Address of the Firm / Company	
a.	Registered Office	
b.	Factory / works Address	
c.	Fax No.	
d.	Telegraphic Address	
e.	TIN No.	
2	Name, Designation & Address of the person signing the tender	
3 a.	Whether the Company is Small Scale / Medium Scale / Large Scale Unit	YES / NO
b.	If so, write registration No.	
c.	Is SSI Unit registered with DIC/ Tamil Nadu or NSIC period of validity to be mentioned	YES / NO
d.	Permanent Account Number(PAN)	
4 a)	<p>The bidder should be a Manufacturer (or) Authorized dealer of Air Pre Heater and should have supplied, erected and commissioned the Regenerative Double Sealing Air Pre Heater in any 210 MW or above capacity units of the Thermal Power station of TNEB (TANGEDCO or TNPGL) / Other State Electricity Boards / Public Sector Undertaking in India within the past ten years from the date of tender opening for a value more than Rs.2.95 Crores in a single order.</p> <p>In case of Manufacturer, documentary evidence such as ISO certificate / License to manufacture shall be uploaded.</p> <p>In case of Authorized dealer, valid dealership certificate shall be uploaded along with the proof to establish their principal as manufacturer and the supply experience should have been achieved in having supplied APH by the principal manufacturer.</p> <p style="text-align: center;">(Or)</p> <p>The bidder should have carried out modification/improvement/renovation of Regenerative Single Seal APHs into Regenerative Double Seal APHs by design, supply, erection & commissioning in any 210 MW or above capacity units of the Thermal power station of TNEB (TANGEDCO or TNPGL) / Other State Electricity Boards / Public Sector Undertaking in India within a period of ten years from the date of tender opening for a value more than Rs.2.95 Crores in a single order.</p>	YES / NO
	If so whether documentary proof of the above has been uploaded.	YES / NO
b).	The bidder shall furnish a performance certificate from the end user for having satisfactorily completed the work which satisfies the BQR condition (1), for a minimum period of 2 years. In case the bidder has executed purchase order to TANGEDCO, the end user certificate will be obtained by the Tender Inviting Authority	YES / NO
	If so, whether the purchase order in complete shape should be scanned and uploaded during e-tender and the date of the purchase order will be reckoned for ascertaining the eligibility of the tender	YES / NO

c).	The bidder's annual turnover should be more than Rs.2.95 crores in any one of the said three financial years (i.e.2021-22, 2022-23 & 2023-24). In case of companies registered under companies act, the copy of the Audited financial statement like Profit & Loss account and Balance sheet for the above mentioned three years shall be furnished and in case of others, the annual turnover certified by the practicing chartered accountant or attested copy of Income Tax statements for all the three years shall be enclosed as documentary evidence to ensure the annual turnover criteria. Documents duly certified by a practicing Chartered Accountant shall be with UDIN (Unique Document Identification Number)	YES / NO
	Whether the documentary proof of the above has been uploaded.	YES / NO
d).	Documentary evidences in support of all the above requirements shall be attested by a Gazetted Officer or Notary Public shall necessarily be enclosed along with offer. In the absence of attested supporting documents the offer will be liable for rejection.	YES / NO
f)	Bids from the bidders having done the above works in sub-contract basis are not eligible to participate in the tender. Also bidders joint ventures/consortium. arrangement are not eligible to participate in the tender	
5	Whether the documentary proof of the above has been uploaded.	YES / NO
6	EARNEST MONEY DEPOSIT: Amount : Rs.943456/- (Rupees Nine Lakhs Forty Three Thousand Four Hundred and Fifty Six only)	
a.	Mode	NEFT/RTGS OR by way of Bank Guarantee.
		Rs.
	The EMD amount has to be received in TNEB / TNPGL account through RTGS/ NEFT, by 2 hours before closing time of tender.	YES / NO
b.	If exempted, state whether the bidder is SSI Unit of Tamil Nadu / Small Scale Unit Registered with NSIC. Reference of documentary evidence regarding exemption is uploaded.	YES / NO
c.	Whether undertaking in stamp paper of value Rs.500/- has been uploaded	YES / NO
	NOTE: If item (a) or (b) or (c) is not furnished uploaded along with the tender offer, the Commercial & Technical Bids will not be read out.	
7	Whether the Specification has been down-loaded from TNPGL Website.	YES / NO
8	VALIDITY: Whether your offer is valid for a period of 90 days from the date of opening of Commercial / Technical Bids offers with Validity period of less than 90 days are liable for rejection.	YES / NO
9	PRICE:	
a.	Whether the price quoted is FIRM	

b.	Whether the following break ups for the quoted Unit Price (All-inclusive price including GST) have been mentioned in Schedule-A of the Specification	YES / NO
i	Unit Ex-Works Price	YES / NO
ii	Packing & Forwarding Charges	YES / NO
iii	Freight & Insurance Charges	YES / NO
iv	GST applicable on Ex-Works Price (Percentage & Amount)	YES / NO
v	Whether percentage & Amount applicable has been mentioned separately.	YES / NO
vi	Whether you are agreeable, in case of delayed delivery, the GST prevailed on the date of actual delivery or the GST applicable on the date of contractual date of delivery whichever is less shall only be payable.	YES / NO
	NOTE: If no breakup details for the quoted price are given, the offer will be liable for rejection.	
10	IT – PAN, STCC & TIN :	
a.	Whether PAN No. issued by IT Dept. is furnished.	YES / NO
b.	Whether GST clearance Certificate enclosed with the offer. Mention the year for which the above is enclosed.	YES / NO
c.	Whether GSTIN and ARN of the firm and HSN code of the materials / SAC code for works furnished.	YES / NO
11	Whether you are agreeable for the following clauses specified under Section-V of the Specification:	
a.	Delivery Clause : (Clause: 19 of Section V)	YES / NO
b.	Payment Terms (Clause: 17 of Section V)	YES / NO
c.	Security Deposit cum Performance Guarantee(Clause:28 of Section V)	YES / NO
d.	Guarantee (Clause 27 of Section V)	YES / NO
e.	Loss or Damage(Clause : 33 of Section V)	YES / NO
f.	Replacement of Defective/Damaged materials (Clause:34 of Section V)	YES / NO
h.	Force Majeure (Clause 20 of Section V)	YES / NO
g.	Jurisdiction for Legal Proceedings (Clause 30 of Section V)	YES / NO
h.	Arbitration (Clause 31 of Section V)	YES / NO
i.	Liquidated Damages (Clause 21 of Section V)	YES / NO
12.	Quantity Offered as per Schedule A	YES / NO
13	Whether copy containing all pages of Section-V Commercial & Section –VI Technical with dated signature of the tenderer in all pages has been enclosed with the Offer.	YES / NO

Date :

Signature of the Tenderer:

Place :

Name:

Status in the Company:

(Affix Seal of the Company):

UNDERTAKING

I _____, Sole Proprietor / Partner of M/s. _____ give undertaking that details given in the above QUESTIONNAIRE are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms & conditions.

Date :

Signature of the Tenderer:

Palce :

Name:

Status in the Company:

(Affix Seal of the Company)

ANNEXURE – I**CERTIFICATE**

To

(Name and address of the selling
Dealer)

.....

.....

GST NO.

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

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

(Rupees only).

Place : Date :

(SIGNATURE)

Name :

Status :

Seal of Office :

ANNEXURE – II**INDEMNITY BOND AND CERTIFICATE FOR EPF & ESI**

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

EPF Code No. of the firm:

ESI Code No. of the firm:

ANNEXURE

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

Summary:

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

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

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

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

INDEMNITY BOND:-

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

ANNEXURE - III

Declaration towards EPF & ESI remittances

Name of the contractor:

EPF Main code number:

ESI Main code number:

Nature of the work:

Contract /K2 agreement No:

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

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

Date :

Place :

ANNEXURE-IV

UNDERTAKING FROM THE SOLE PROPRIETOR OF THE FIRM

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

Name of the sole proprietor: PANNo.:

Tender specification No.

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

Signatory of the Proprietor

(With name & seal)

Date:

Place:

ANNEXURE-V

CERTIFICATE TO BE FURNISHED BY CHARTERED ACCOUNTANT

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

Tender specification No.

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

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

Signatory of the Chartered Accountant

(With name, membership no. & seal)

Date:

Place:

ANNEXURE-VI

CERTIFICATE TO BE FURNISHED BY PRACTICING COMPANY SECRETARY

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

Tender specification No.

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

Signatory of the Company Secretary

(With name, membership no. & seal)

Date:

Place:

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

1. **EMD: Rs.9,43,456/-** (Rupees Nine Lakhs Forty Three Thousand Four Hundred and Fifty Six only)
- a The e-receipt of payment of EMD through NEFT/RTGS through Account Transfer.
- b The proof of exemption of EMD i.e SSI or NSIC/ Acknowledgment Part – II / UDYAM Registration Certificate
- C Declaration in lieu of EMD
- d Bank Guarantee for EMD
2. **BQR:**
- a. Manufacturer proof i.e ISO certification / License to manufacture / any other valid evidence for manufacturing
- b. Experience proof i.e Order copies
- c. End user certificate (for the above orders)
- d. Copy of Profit and Loss account for the year 2022-23
 Copy of Profit and Loss account for the year 2023-24
 Copy of Profit and Loss account for the year 2024-25
- e. Copy of Balance Sheet for the year 2022-23

Copy of Balance Sheet for the year 2023-24

Copy of Balance Sheet for the year 2024-25

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

--

4. Technical Bid

--

5. Financial Bid

--

6. Furnishing of Schedule A to N (Relevant Schedules only)

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

--

Note: All the boxes should be marked