



ETPS EXPANSION PROJECT

From,
Er.N.SRINIVASAN,
Chief Engineer/Civil,(FAC)
ETPS Expansion Project,
Ennore, Chennai 600 057.

To,
Various contractors/thro' TANGEDCO/TNPGL website

Lr.No.CE/Civil/ ETPS EP /EE/C/ AEE/E/F.Specn. CE/C/ETPS EP - 04/ 26-27/D.No.78 /26.dt.28.08.2026.

NOTICE INVITING OPEN TENDER

- 1) For and on behalf of and by the order and direction of Tamil Nadu Power Generation Corporation Limited, sealed tenders are invited for the following works by the Chief Engineer/Civil/ ETPS Exp. Project at his office at ETPS Expansion Project, Chennai-57 on the due date noted against it:

Sl. No	Specn. No.	Name of work	EMD (Rs)	Cost of tender Document (Rs)	Due date and time of tender opening
1	CE /Civil /ETPS EP/ 04 /2026-27.	ETPS Expansion Project (1X 660 MW Super Critical) - Clearing of jungle and rain water canal inside the ETPS Expansion Project during 2026-27.	2,100/-	Rs.250+ Rs.45 (GST 18%)	16.09.2026 (14.30 hrs)

2) BID QUALIFICATION REQUIREMENTS:

- The tenderers should have previous experience in **any civil works** in TNEB/ TNPGL/TANTRANSCO/ Government Organizations/Public sector undertaking /other SEBs for a value not less than **Rs.51,000/- (Rupees fifty one thousand only)** in a single order inclusive of taxes within a period of last 10 years on the date of tender opening.
- Copies of documentary evidences such as purchase orders, work contract etc., with end user certificate dully attested by government officer not less than class II rank or Notary Public should be submitted along with the tender. In case of the contractor has executed WCT in TNEB/TNPGL, the end user certificate shall be obtained by concerned order placing authorities before placing order.
- The bidder's Annual turnover should be not less than **Rs.51,000/- (Rupees fifty one thousand only)** in any of the last three financial years (2023-24, 2024-25 & 2025-26) Necessary audited annual statement of accounts for the previous 3 years shall be furnished along with the offer.

In Case of bidders who happen to be the companies registered under companies act 1956, the attested copy of Audited financial statements like profit & loss account and balance sheet for all the three preceding financial years may be furnished and in case of others, the annual turnover certified by the practicing chartered accountant or attested copy of Income tax statements or attested copy of sales tax certificate for all the three preceding financial years may be enclosed as documentary proof to ensure Annual Turnover Criteria.

iv. The Bidder should have PAN, GSTIN Number and EPF, ESI Registration number in their own name.

- 3) The tender documents are available in the TANGEDCO web site and the prospective bidders may get the specification by downloading from TANGEDCO website at free of cost. Copies of tender specification for the above work can also be obtained in the Office of the Chief Engineer/Civil/ETPS Expansion Project after submitting DD in favour of SE/P&A/ETPS for the required specification cost. The sale of specification will be up to 15.00 Hrs. the day prior to the due date of tender.
- 4) If the tender set is to be sent by post a sum of Rs.100/- (Rupees one hundred only) should be paid extra in addition to the cost of tender specification. The TNPGL will not be responsible for any sort of postal delay or loss in transit.
- 5) The cost of specification once paid will not be refunded under any circumstances. The tender received after the due date and time and without Earnest Money Deposit, will not be accepted. Tender sets are not transferable.
- 6) The Earnest Money Deposit of Rs.2,100 /- (Rupees two thousand one hundred only) should be enclosed along with the offer in the form of Demand Draft obtained from any of the Scheduled/Nationalized Bank and drawn in favour of the Superintending Engineer/ P&A ETPS/Chennai -57. The EMD in form of Cheque will not be accepted.
- 7) The offer should be sent in Double Cover System.
 - a) The wax sealed outer cover shall contain the following.
 - i) wax sealed inner cover,
 - ii) Demand Draft drawn in favour of Superintending Engineer/P&A/ETPS towards EMD.
 - iii) Proof for documentary evidence as stipulated in the BQR.
 - iv) Copy of PAN card, EPF, ESI & GST Registration.
 - b) The wax sealed inner cover shall contain the following.
 - i) Tender offer in original as given in the Schedules.
- 8) Rejection of Tender:
 - i) The undersigned reserves the right to reject any or all the tenders received without assigning any reason whatsoever
 - ii) Both Outer and Inner Covers shall be sealed with wax (arakku), failing which your offer shall be summarily rejected
 - iii) On opening the outer cover, if any of the above specified conditions in (7.2) is not found, the inner cover (price bid) will not be opened and the offer will be summarily rejected.
- 9) The sealed tenders are to be addressed to; THE CHIEF ENGINEER/CIVIL,
ETPS EXPANSION PROJECT,
ENNORE, CHENNAI – 57.

Tenders will be received by AEE/ Electrical /O/o EE/Civil/ETPS Exp. Project, Ennore, Chennai-57 before 14.00 Hrs. on the date of tender opening.

- 10) Tenders delivered by the Registered post with Acknowledgement due/Courier shall be addressed to Chief Engineer/Civil/ETPS Exp. Project, Ennore, Chennai -57 and the same will be collected by the respective AEE/Electrical /O/o EE/Civil/ETPS Exp. Project, Chennai-57 up to 14.00 hrs on the due date of tender opening.
- 11) If the due date of opening of tender happens to be a holiday, succeeding working day will be the due date for the opening of tender.

Sdxxdt.28.08.26.
Chief Engineer/Civil,(FAC)
ETPS Expansion Project,
Chennai--57.

Copy to the Executive Engineer/Civil/ETPS Exp. Project/Ennore/Chennai-57.
Copy to the Assistant /Accounts /ETPS Exp. Project/ Ennore/Chennai-57.
Copy to the Accounts Supervisor/ETPS Concerned.



ETPS EXPANSION PROJECT

SPECIFICATION NO.CE/Civil/ETPS EP/04/2026-27

Name of Work:	ETPS Expansion Project (1X 660 MW Super Critical) - Clearing of jungle and rain water canal inside the ETPS Expansion Project during 2026-27.
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DUE DATE AND TIME FOR SUBMISSION OF TENDER	Upto:14.00 Hrs on 16.09.2026
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OFFICE OF THE
CHIEF ENGINEER/CIVIL
ETPS Expansion Project/ Ennore,
Chennai – 600 057.

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TAMIL NADU POWER GENERATION CORPORATION LTD**SALIENT INFORMATION**

Tender Specification No.	Specification No. CE/Civil/ETPS EP/04/2026-27
Description of work	ETPS Expansion Project (1X 660 MW Super Critical) Clearing of jungle and rain water canal inside the ETPS Expansion Project during 2026-27.
Method of Tender	CE - Open Tender System.
Earnest Money Deposit	Rs.2,100 /- (Rupees two thousand one hundred only)
The above amount shall be paid through Demand Draft obtained from any of the Scheduled/Nationalized Bank and drawn in favour of the Superintending Engineer/P&A Ennore Thermal Power Station / Ennore/Chennai - 600 057.	
Document / Sale start Date	28.08.2026 at 16.00 hrs
Last date and time of closing of sale of Tender	15.09.2026 at 15.00 hrs.
The last date and time for receipt of tenders.	16.09.2026 at 14.00 hrs.
Cost of Specification	Inside Tamil Nadu : Rs. 250 + Rs. 45 GST Outside Tamil Nadu : Rs. 250 + Rs. 45 GST Extra by post : Rs.100/-
Sale of Specification	The tender specification can be obtained from 28.08.2026 at 16.00 hrs up to 15.09.2026 at 15.00 hrs at the following place on submitting the DD drawn in favour of SE/P&A/ETPS for the required specification cost. O/o.CE/Civil Exp. Project /Ennore/ Chennai-57.
Clarification to be sought for from	The Chief Engineer/Civil/ETPS Exp. Project, Ennore, Chennai-600 057.
Clarification to be sought till	10.09.2026 at 16:00 hrs.
Date &Place at which tenders will be opened	16.09.2026 at 14.30 Hrs at Office of the Chief Engineer/Civil /ETPS Expansion Project, Ennore, Chennai-600 057.

Note:-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.

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 Chief Engineer/Civil,(FAC)
 ETPS Expansion Project.

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BID QUALIFICATION REQUIREMENT

1. The tenderers should have previous experience in **any civil works** in TNEB/ TNPGL/TANTRANSCO/ Government Organizations/Public sector undertaking /other SEBs for a value not less than **Rs.51,000/- (Rupees fifty one thousand only)** in a single order inclusive of taxes within a period of last 10 years on the date of tender opening.
2. Copies of documentary evidences such as purchase orders, work contract etc., with end user certificate duly attested by government officer not less than class II rank or Notary Public should be submitted along with the tender. In case of the contractor has executed WCT in TNEB/TNPGL, the end user certificate shall be obtained by concerned order placing authorities before placing order.
3. The bidder's Annual turnover should be not less than **Rs.51,000/- (Rupees fifty one thousand only)** in any of the last three financial years (2023-24, 2024-25 & 2025-26) Necessary audited annual statement of accounts for the previous 3 years shall be furnished along with the offer.

In Case of bidders who happen to be the companies registered under companies act 1956, the attested copy of Audited financial statements like profit & loss account and balance sheet for all the three preceding financial years may be furnished and in case of others, the annual turnover certified by the practicing chartered accountant or attested copy of Income tax statements or attested copy of sales tax certificate for all the three preceding financial years may be enclosed as documentary proof to ensure Annual Turnover Criteria.

4. The Bidder should have PAN, GSTIN Number and EPF, ESI Registration number in their own name.

Sdxxdt.28.08.26
Chief Engineer/Civil,(FAC)
ETPS EXP PROJECT.

SECTION – I

INSTRUCTIONS TO THE BIDDERS

1.0 GENERAL INSTRUCTIONS

Tamil Nadu Power Generation Corporation Limited with its registered office at 144, Anna Salai, Chennai 600 002, India (herein referred to as "TNPGL / Owner"), invites bids for the work of "ETPS Expansion Project (1X 660 MW Super Critical) - Clearing of jungle and rain water canal inside the ETPS Expansion Project during 2026-27."

- 1.1 Tamil Nadu Power Generation Corporation Limited, herein after called "TNPGL/ Owner" will receive bids either delivered in person or by courier/postal for the above work, as set-forth in this Tender Document. All bids shall be prepared and submitted in accordance with these instructions.
- 1.2 "TNPGL/ Owner" reserves the right to accept any bid or reject any or all bids or cancel / withdraw "Invitation to Bid", without assigning any reason thereof.

2.0 BID QUALIFICATION REQUIREMENT

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

- 2.1 The tenderers should have previous experience in **any civil works** in TNEB/ TNPGL/TANTRANSCO/ Government Organizations/Public sector undertaking /other SEBs for a value not less than **Rs.51,000/- (Rupees fifty one thousand only)** in a single order inclusive of taxes within a period of last 10 years on the date of tender opening.
- 2.2 Copies of documentary evidences such as purchase orders, work contract etc., with end user certificate duly attested by government officer not less than class II rank or Notary Public should be submitted along with the tender. In case of the contractor has executed WCT in TNEB/TNPGL, the end user certificate shall be obtained by concerned order placing authorities before placing order.
- 2.3 The bidder's Annual turnover should be not less than **Rs.51,000/- (Rupees fifty one thousand only)** in any of the last three financial years (2023-24, 2024-25 & 2025-26) Necessary audited annual statement of accounts for the previous 3 years shall be furnished along with the offer.

In Case of bidders who happen to be the companies registered under companies act 1956, the attested copy of Audited financial statements like profit & loss account and balance sheet for all the three preceding financial years may be furnished and in case of others, the annual turnover certified by the practicing chartered accountant or attested copy of Income tax statements or attested copy of sales tax certificate for all the three preceding financial years may be enclosed as documentary proof to ensure Annual Turnover Criteria.

- 2.4 The Bidder should have PAN, GSTIN Number and EPF, ESI Registration number in their own name.

3.0 SUBMISSION OF BID

Mode of submission of Bid

The Tenderers should observe the following procedures strictly while submitting their tender to avoid rejection.

- 3.1 The offer should be sent in Double Cover System so as to reach this office before **14.00 hrs. on 16.09.2026**. The wax sealed outer cover shall contain the following.
 - (a). Inner wax sealed cover with tender offer in original as given in the Schedules.
 - (b). Demand Draft drawn in favour of Superintending Engineer/P&A/ETPS towards EMD.
 - (c). Proof for documentary evidence as stipulated in the BQR.
 - (d). Copy of PAN card, EPF, ESI & GST Registration.

Note:-

i) Both Outer and Inner Covers shall be sealed with wax (arakku), failing which your offer shall be summarily rejected.

ii) ON OPENING THE OUTER COVER, IF ANY OF THE ABOVE (b) TO (d) IS NOT FOUND, THE INNER COVER (a) PRICE BID WILL NOT BE OPENED AND THE OFFER WILL NOT BE CONSIDERED.

3.2 Both the inner and outer covers shall be wax sealed and super scribed as "ETPS Expansion Project (1X 660 MW Super Critical) Clearing of jungle and rain water canal inside the ETPS Expansion Project during 2026-27." and addressed to Chief Engineer/Civil/ETPS Exp. Project, Ennore, Chennai- 57.

3.3. PLEASE NOTE THAT:

a) Tenders addressed to the Chief Engineer/Civil/ETPS Exp. Project / Ennore / Chennai-57, either delivered in person or by courier will be received by the Assistant Executive Engineer / Electrical / O/o Executive Engineer/Civil/ETPS Exp. Project, Ennore, Chennai-57.

b) Tenderers sending their tenders by post are advised to send them sufficiently well in advance so that the tenders should reach office of the Chief Engineer/Civil/ ETPS Exp. Project, Ennore, Chennai – 600 057, on or before 14.00 Hrs. on the due date.

c) Tender will not be accepted after the due date and time.

d) Tenders received by post after the prescribed time and date will be immediately returned to the tenderer.

e).Tenders through posted in time but delayed in transit by post will not be considered, if received late.

4.0 EARNEST MONEY DEPOSIT(EMD)

4.1 Mode of payment of EMD:

The Earnest Money Deposit of **Rs.2,100 /- (Rupees two thousand one hundred only)** should be enclosed along with the offer in the form of Demand Draft obtained from any of the Scheduled/Nationalized Bank and drawn in favour of the Superintending Engineer/ P&A ETPS/Chennai -057. The EMD in form of Cheque will not be accepted.

4.2.1 Clause 3 of General terms and conditions in (Annexure III) may be referred for more details.

i) EMD amount received beyond tender closing time will be summarily rejected.

ii) The Tender is liable for rejection in any one of the case:-

- Non Payment of EMD.
- Payment of EMD in any mode, other than as above

4.2.2 Exemption from payment of EMD: Bidders of the Following Categories

a) **PEMD Holder:**

i) Bidders, who are Permanent EMD (PEMD) holder at TNEB/TNPGCL Head Quarters are exempted from payment of EMD.

PEMD	:	For Tenders of value
Rs.2,00,000/-		In case of all Iron and Steel materials, main producers (Government of India Undertaking only) for procurement of Iron & Steel materials.
Rs. 20,00,000/-	:	Tenders not exceeding Rs.10.0 Crores in value.
Rs. 40,00,000/-	:	Tenders not exceeding Rs.50.0 Crores in value.
Rs. 1,00,00,000/-	:	In case of all Tenders without any monetary limit.

ii) Such Bidder should enclose attested copy of such proof while submitting the tender.

- iii) Such bidders should enclose the undertaking in non-judicial stamp paper of value not less than **Rs.500/-** in the format enclosed, in Schedule E, in lieu of EMD.
 - iv) 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 CFC/General and enclose copy of the same along with the tender offer.
 - v) The Tender is liable for rejection in any one of the case:-
 - Failure to enclose proof of PEMD.
 - PEMD is not confirmed by the Finance Branch of TNPGL.
- b) Department / Undertaking / Corporation of Government of Tamil Nadu.
- c) Registered labour contract (Co-operative societies) are required to furnish the following
- i) Such bidders shall submit the proof of belonging to above category.
 - ii) Such bidders should submit the undertaking in non-judicial stamp paper of value not less than **Rs.500/-** in the format enclosed, in Schedule E, in lieu of EMD.
 - iii) Tender is liable for rejection in the event of failure of any one of the above.

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

(i) "Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate or any other valid registration certificate/proof as notified by the Government of India **subject to ensuring that the services** should be covered in their Registration Certificate for participation in the tenders floated by the Government Departments, State Public Sector Undertakings, Statutory Boards, Local Bodies, Co-operatives, Universities and Societies formed by the Government and whenever it is deemed necessary.

ii) "DOCUMENTS TO BE SUBMITTED AS A PROOF OF ELIGIBILITY FOR EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT: The tenderer shall submit a chartered accountant certificate **with UDIN** towards annual turnover and another certificate **with UDIN** for calculation of investment on plant and machinery specified in the explanation I to sub-section (1) of section 7 of Income tax rules 1962 framed under the income tax Act 1961, as per the recent MSME Notification No S.O 2119 (E) dt. 26.06.2020.

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

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

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

i) **A Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs.1 Crore (one crore Rupees) and turnover does not exceed Rs. 5 Cr. (Rupees five Crore);

ii) **A Small Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 10 Cr. (Ten crore Rupees) and turnover does not exceed Rs. 50 Cr. (Rupees fifty Crore); and

iii) **A Medium Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 50 Cr. (Fifty crore Rupees) and turnover does not exceed Rs.250 Cr. (Rupees Two Hundred and Fifty crore).

Calculation of Turnover: In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purpose of classification. A certificate from Chartered Accountant with **UDIN**, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover to be enclosed.

Calculation of Investment: The Plant and machinery as assigned to the plant machinery in the

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

Composite Criteria of investment and turnover for classification:

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

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

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

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

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

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

CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES: -

- i) If the documentary evidences towards Exemption from payment of EMD are not furnished.
- ii) If the **services** are not covered in the Registration Certificate furnished as evidence for exemption from payment of EMD.
- iii) If not furnished the chartered accountant certificate **with UDIN** for investment held in Plant and Machinery or Equipment and Annual turnover value.
- iv) If the SSI units located outside the state of Tamil Nadu availed for EMD exemption.

- v) If the proof of exemption of EMD with an undertaking in lieu of EMD not furnished.
- vi) If the EMD undertaking is not signed / authenticated in all pages of undertaking.
- vii) If the undertaking is without Signature of witnesses along with details of their name and address.

4.2.3 Forfeiture of Earnest Money Deposit.

The Earnest Money Deposit made by the Bidder shall be forfeited if.

- i. The Bidder withdraws his tender or backs out before or after acceptance of the tender.
- ii. The Bidder revises any of the terms quoted during validity period.
- iii. The Bidder violates any of the conditions of the tender specification.
- iv. The successful Bidder fails to remit the Security Deposit within the prescribed time limit.

4.2.4 Other information on EMD:

- i. The EMD will not carry any interest.
- ii. The EMD of the unsuccessful Bidders will be refunded on their application for refund after intimation sent to them conveying the rejection of their offer.
- iii. In respect of the successful Bidder, the EMD remitted by him will be carried over as a part of the Security Deposit payable by the Bidder.

5.0 Validity of bid:

- i. The tender offers shall be kept valid for acceptance **for a period of 180 days from the scheduled last date for submission of bids.**
- ii. Offers with lower validity period are liable for rejection.
- iii. The Bidder may agree to extend the validity of the bids without altering the substance, and prices of their bids for further periods, if any, required by the TNPGL.
- iv. No offer shall be withdrawn by the Bidder in the interval between the deadline for submission and the expiry of the period of validity specified/extended validity of the tender offer.

6.0 Responsibility of the Bidder

- i. The Bidder should work out his own workable rates and the quoted rates should be firm till the acceptance of the proposal.
- ii. It is onus on the part of the Bidder to inspect the site and offer his rates after thoroughly verifying the nature and items of various works involved.
- iii. No extra claim will be allowed later on.
- iv. Alterations, if any made by the Bidder in the Schedule conditions of contract, drawings, specification etc., will not be recognized and the tender will be void.
- v. Tender sets are not transferable.
- vi. The Bidder should quote their rates for all the portions of schedule items or otherwise the tender rates will not be considered and will be rejected.
- vii. 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 TNPGL to the Bidders. While the offers are under consideration, Bidder, and/or their representatives or other interested parties are advised to refrain from contacting by any means, the TNPGL and/or TNPGL's employees/ representatives on matters related to the offers under consideration. Attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be the sufficient reason to disqualify the Bidder.

7.0 Withdrawal, Substitution and Modification of Bids

- i. It may please be noted that bidders have an additional feature of withdrawing their bids before closing date and time. After submitting the bid, if the bidder wishes to withdraw his bid, he can do

so by giving a letter addressed to the tender inviting authority. However, if the bidder withdraws his bid, he will be exempted from further participation in this tender and won't be able to submit his bid again for this particular tender.

8.0 Deviations

- i. The Bidder shall furnish, if there are any deviations in the Commercial terms as per Schedule C.
- ii. If no deviations are furnished it will be construed that the Bidder is accepting all terms specified in the specification.
- iii. Similarly if any deviations are furnished in the specified form it will be construed that those are the only deviations and the Bidder is accepting all other terms of the specification and The offer will be taken for evaluation only if the deviations are acceptable to TNPGL or otherwise the offer will be rejected.
- iv. The offers of the bidders with deviations in commercial terms of the specification will be summarily rejected.
- v. No alternate offer will be accepted.

9.0 Before quoting

- 9.1 Tenderer shall inspect the site examine and obtain all information required and satisfy himself regarding matters as things such as access to site, communication, transport etc.
- 9.2 Ignorance of site conditions shall not be accepted by the Tamil Nadu Generation and Distribution Corporation Ltd., as a base for any claim or compensation.
- 9.3 Quantity indicated against various items are tentative and as such they form only a basis for comparison purpose.
- 9.4 The rates quoted shall be good for work below or above ground level irrespective of elevation etc.
The TNPGL will not however accept after acceptance of the contract rate any extra charge for the lead for any other reason in case the contractor is found later on to have misjudged works available.

10.0 Important note:

- i) In the event of the documents furnished with the offer being found to be bogus or the document contain false particulars the EMD paid by the tenderer will be Forfeited in addition to blacklisting them for future tenders/contracts in TNPGL.
- ii) Experience as the main contractor shall only be considered for satisfying the experience criteria specified in the bid qualification requirement. Experience as a subcontractor shall not be considered for qualifying experience criteria and the offer of such tenders shall summarily be rejected.

11.0 Late Bids

Late bids will not be accepted after the deadline for submission of bid.

12.0 Clarification in Bid Document

- i. The Bidder is expected to examine all instructions and schedules detailed in the Specification and submit the Schedule of prices and other required particulars in the Schedules called for in this Specification only.
- ii. Any clarification in Bid document should be raised within the date specified herein.
- iii. If the Bidder finds any ambiguity in any of the terms and conditions stipulated in this Specification, he shall get it clarified from the Chief Engineer/Civil/ ETPS Expansion Project, Ennore, Chennai -600 057. If this is not done and subsequent to the opening of the Tenders, it is found that the doubt, about the meaning or ambiguity in the interpretation, if any of terms and conditions stipulated in this Specification are raised by the Bidder either in this tender or by a separate letter, the interpretation or clarification issued by the Chief Engineer/Civil/ ETPS Expansion Project, Ennore, Chennai -600 057 , on

such of those terms and conditions of the Specification as may be raised by the Bidder shall be final and binding on the Bidder.

13.0 Opening of Bids

- i. TNPGL will open all bids received.
- ii. The Tender offers will be opened, at 14.30 Hrs on the due date by the authorized representative of Chief Engineer/Civil/ETPS Exp. Project, Ennore, Chennai -600 057 , in the presence of Bidder's authorized representatives who may wish to be present on the date of opening.
- iii. If the tender opening date happens to be a holiday, the tenders will be opened on the succeeding working day

14.0 Evaluation and comparison of Bids.

- i. The tender offers received and accepted will be examined to determine whether they are in complete shape all data required have been furnished, the tender offer is properly signed and the offers are generally in order and the tender offer conforms to all the terms and conditions of the specification without any deviation, not acceptable to TNPGL.
- ii. Prior to the detailed evaluation, the TNPGL will determine the substantial responsiveness of each offer to the Bidding Documents. A substantially responsive offer is one which confirms to all the terms & conditions of the specification without any deviation, not acceptable to TNPGL.
- iii. On evaluation and comparison no price preference shall be extended for Domestic small scale Industrial units and for the public sector undertaking of the Government in view of the provision for extending price preference is withdrawn in Tamil Nadu Transparency in Tender Act. The GST will be included for evaluating the tender.
- iv. The percentage of GST should be indicated in the tender.
- v. The total value of the tender shall be taken for evaluation of the tender.
- vi. To assist in the examination, evaluation and comparison of tender offers, the TNPGL may, at its discretion, ask the Bidders for a Clarification of his offers. All responses to requests for clarification shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- vii. The bid evaluation shall be done as per Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules 2000. Since GST is enacted wherein all taxes and 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.

15.0 Rights to Owner

Notwithstanding anything contained in this specification, the TNPGL reserves the right to:

- i) Accept the lowest or any other tender.
- ii) Revise the quantities at the time of placing orders.
- iii) Reject any or all the tenders or cancel without assigning any reasons thereof.
- iv) Relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the TNPGL.
- v) Recover losses if any sustained by TNPGL, from the contractor who pleads his inability to execute and backs out of his obligation after award of contract and the Security Deposit paid by the bidder shall be forfeited.
- vi) Terminate the contract for non provision of technical service with stipulated manpower as per the requirement of TNPGL.
- vii) Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The Bidder shall have no cause of action or claim, against the TNPGL for rejection of his 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 Bidder shall have no claim in that regard against the TNPGL.
- viii) The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any Bidder, if in the opinion of the purchaser, the

qualification data is incomplete or in the opinion of the purchaser the bidder is found not qualified to satisfactorily perform the contract.

16.0 Submission of originals:

During award of work, the successful bidder should submit the originals of all documents for perusal.

17.0 Appeal

As per the provisions of the Tamil Nadu Transparency in Tender Act and Rules accepted to be adopted, any Bidder aggrieved by the order of the Tender accepting authority (Competent authority) may prefer as an appeal to Government within ten days from the date of receipt of order.

18.0 BAR ON JURISDICTION:

Said or as otherwise provided in Tamil Nadu Transparency in Tender Act 1998 no order passed or proceeding taken by any officer or authority under the above 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 the above action.

Sdxxdt.28.08.26.
Chief Engineer/Civil (FAC)
ETPS Expansion Project.

SECTION – II
GENERAL TERMS AND COMMERCIAL
CONDITIONS OF THE CONTRACT

1.0 PRICE:

1.1 The Bidders are requested to quote FIRM price only.

1.2 The Bidders shall quote the GST with percentage.

1.3 It is the responsibility of the Bidder to make sure about the correct rates of tax leviable at the time of tendering. If the tax rates mentioned by the Bidders are less than the current rates prevailing at the time of tendering, the TNPGL will not be responsible for the mistake.

1.4 Any statutory increase in taxes & duties within the scheduled period will be borne by TNPGL. In the event of delay beyond the scheduled period, the taxes & duties prevailing on the last day of Scheduled period or as on actual days of service whichever is less only will be accepted.

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

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

The bidders have to furnish a declaration to effect that as per sec 171 of CGST Act (i.e. ITC benefit), any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit has been passed on to TNPGL by way of commensurate reduction in prices and as such to declare that the bidder is extending Rs. /-% of as rebate in quoted price against input tax credit benefit. Otherwise, it is also to declare that bidder do not have any input tax credit benefit on account of GST applicable against this job. If it is established that bidder 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.

2.0 PERIOD OF COMPLETION:

The period of completion for this work is **" within 1(one) month from the date of handing over of site"**.

3.0 INCOME TAX:

3.1 Applicable Income tax deduction as per the rule in force will be deducted from the bill every month. The Bidder should furnish the PAN in their offer without fail.

3.2 All any other statutory levies in force stipulated by the competent authority will be levied, as per rule.

4.0 SECURITY DEPOSIT:

4.1 The firm has to pay 5% of the contract value towards security deposit cum performance **guarantee within 15 days of receipt of the order or before commencement of work whichever is earlier.** The above will not carry any interest and the same will be returned on satisfactory completion of guarantee period. The E.M.D. amount paid will be retained as part of S.D and for the balance amount of security deposit, the tenderer has to furnish a Demand Draft

drawn in favour of Superintending Engineer/P&A/ ETPS/Ennore/ Chennai -57 issued by a Nationalized / Scheduled Bank.

- 4.2. In case of the contract value exceeds Rs.10 lakhs, irrevocable Bank Guarantee in a non- judicial stamp paper of value Rs.500/- obtained from Nationalized / Scheduled Bank may be furnished.
- 4.3. In the event of failure to remit security deposit within 15 days, EMD may be forfeited and order may be cancelled. If security deposit is paid belatedly, the same may be accepted with a penal interest at 12% per annum for the delayed period. The payment of Security Deposit is a pre-requisite for signing the agreement. National Savings Certificates and National Plan Certificates will not be accepted.
- 4.4 The security deposit paid by the tenderer will be released to the tenderer only if the contract is completed to the satisfaction of TNPGL. If TNPGL incurs any loss or damage on account of breach of the terms any of the clauses mentioned herein or any other amount arising out of the contract becomes payable by you to the Board, then the Board will in addition to such other rights that it may have under law, appropriate the whole or part of the Security Deposit and such amount that is appropriated will not be refunded to you.

5.0 INSURANCE:

- 5.1 The TNPGL will not be held responsible for any type of accident during the course of duty and all claims towards compensation have to be borne by the contractor. However the contractor is instructed to take necessary insurance for staff provided to TNPGL

6.0 PAYMENT:

The 95 % of payment will be made within a period of 90days from the date of completion of works. If the payment is delayed more than the above said time period, the simple interest shall be calculated and paid by TNPGL for the delayed period by adopting the three months MCLR of SBI prevailed at the time of signing of agreement and in the cases where no agreement is signed, only PO/WCT is issued, the date of the PO/WCT shall be taken as base date to ascertain the interest rate.

Balance 5% of retention amount recovered from the bills and the Security Deposit (inclusive of EMD) will be released within reasonable time.

7.0 LIQUIDATED DAMAGES:

- 7.1 If the contractor fails to complete the contract within the time fixed by such contract period or any extension thereof, the contractor is liable at the discretion of the officer to levy liquidated damages for delay at 0.50% per each completed week of the contract value of such portion of the works delayed and it shall not in any case exceed 10% of the contract value of such portion of the work applicable GST (presently 18%) will be levied over and above the LD amount.
- 7.2 In respect of contract where the works executed in part, could not be beneficially used by Board (due to such incomplete, execution of work) L.D will be worked out on the basis of entire contract value and not on the value of delayed portion.
- 7.3 The board will also be at liberty to cancel the contract if the work is not completed within the accepted / extension period notwithstanding levy of liquidated damages applicable for the belated work.
- 7.4 The defaulting contractor will be made liable to pay to the board in addition to liquidated damages for delay the actual difference in price, wherever board orders the delayed quantity to be executed by other agencies at a higher rate.

8.0 FORCE MAJEURE:

- 8.1 If at any time, during the continuance of the contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enmity, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or any other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the Contractor to TNPGL within 15 days from the date of occurrence thereof, either party shall, by reasons of such eventuality, be 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 ceased to exist.
- 8.2 Provided that if the performance in whole or part by the contractor on any obligation under this contract is prevented or delayed by reasons or any eventuality for a period exceeding 60 days, the TNPGL may at it's option terminate this contract by a notice in writing.

9.0 FAILURE TO EXECUTE THE CONTRACT:

- 9.1 Contractors failing to execute the order placed on them to the satisfaction of the TNPGL under the terms and conditions set forth therein, will be liable to make good, the loss suffered 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. However this is without prejudice to the imposition of liquidated damages clause.

10.0 NON-ASSIGNMENT:

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

11.0 EFFECTING OF RECOVERIES:

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

12.0 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 is set at Rs.10 lakhs. in simple words Every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakh / 10 Lakh as applicable will be required to register as a normal taxable person.

1. 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 33AADCT4784E1ZC. The details are also posted in TNPGL web portal. GST Registration Number or GSTIN is 15 Digit identification numbers 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 represent check digit.
2. Transaction Value: The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) state 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 –
 - Supplier and the recipient of the supply are not related.
 - Price is the sole consideration for the supply.
3. 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.
4. Supply of service and Goods: When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services.

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

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

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

In price schedule, the provisions may be made as below to quote the GST.

Percentage of GST: (For bidders within TN)

SGST:

CGST: (For bidders outside TN)

IGST: Note: While quoting the rates the bidder shall indicate the SA code as per GST Act.'

The bidders have to furnish a declaration to effect that as per sec 171 of CGST Act (i.e. ITC benefit), any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit has been passed on to TNPGL by way of commensurate reduction in prices and as such to declare that the bidder is extending Rs. /-% of as rebate in quoted price against input tax credit benefit.

Otherwise, it is also to declare that bidder do not have any input tax credit benefit on account of GST applicable against this job. If it is established that bidder 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.

13.0 JURISDICTION FOR LEGAL PROCEEDINGS:

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

An undertaking in this regard in a non-judicial stamp- papers of value not less than Rs.500.00 should be furnished on receipt of the detailed contract Order.

14.0 ARBITRATION:

The TNPGL will not accept any arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provisions of Arbitration Act 1940 in the event of any dispute between the parties.

15.0 DEVIATIONS FROM SPECIFICATION

If the Bidder wish to deviate from the provisions of this specification, he shall list out such deviations, in the format enclosed and submit full particulars and reasons therefore. Unless this is done, the details offered shall be considered to comply, in every respect within the

terms and conditions of this specification.

16.0 SAFETY CONDITIONS:

- 16.1 All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- 16.2 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.
- 16.3 The contractor shall not allow his workmen to wear loose garments, like lungies, dhotis, watches, loose jewels and bangles etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
- 16.4 The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the Powerhouse premises.
- 16.5 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 6 AM and 5 PM inside ETPS Exp Project site.
- 16.6 Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- 16.7 If any accident occurs, it should be informed to the concerned Officer of ETPS Exp Project in writing by the concerned contractor immediately.
- 16.8 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.
- 17.0 EMPLOYEES PROVIDENT FUND:-
- 17.1 The contractor shall comply with the provisions of EPS and ESI act in vogue and guidelines issued by TNPGL in this regard.
- 17.2 The contractor who desires to take up works contracts for TNPGL is requested to comply with all the EPF & MP Act 1952.
- 17.3 The contractor should have taken separate EPF main code number.
- 17.4 The contractor shall be responsible for the payment of necessary EPF contribution Both Employers and Employees contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- 17.5 The contractor shall submit necessary returns to EPF organization within the stipulated time as required under the said EPF & MP Act.
- 17.6 The contractor should submit declaration in the prescribed format for having paid the both Employer's and employee's contributions to EPF organization in order to claim the Bills for the respective works.
- 17.7 The contractor shall be fully liable to meet and fulfill all relevant statutory provisions of the EPF act in respect of the execution of the tendered work.

17.8 If the contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TNPGL Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity Principle Employer, TNPGL shall make good such requirements out of the money due and payable to the said contractor and further the performance of the said contractor in this regard will be noted for all future contracts of TNPGL.

17.9 The works bill will be claimed only after ensuring the remittance of both the Employer's and Employee's PF contributions by the contractors. Further it may be noted that the works contracts will be considered to only those contractors who have separate main EPF code numbers.

NOTE: The bidder should furnish the EPF main code number and a copy of EPF Registration certificate with the bid. **EPF Employer's contribution will not be reimbursed.**

18.0 EMPLOYEES STATE INSURANCE ACT 1948:

18.1 The contractor should have taken separate ESI main code number and

18.2 The contractor shall 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.

18.3 The contractor should submit declaration in the prescribed format for having paid the both Employer's and employee's contributions **to ESI organization** in order to claim the Bills for the respective works.

18.4 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. **ESI Employer's contribution will not be reimbursed.**

19.0 INCOME TAX:

IT applicable at appropriate rates with surcharge if any will be recovered from the bills.

20.0 LOCATIONS:.

The site is located at ETPS Expansion Project, Ennore , Chennai – 57 about 15kms from Chennai City access by road. The nearest railway station is Kathivakkam.

21.0 OTHER WORKS:

During courses of contract works, other works either by the owner or by the contractors or by both simultaneously will be in progress within the project area, contractor shall make his best effort to work in harmony with others in the best overall interest of the project and towards its speedy completion

22.0 LABOUR LICENSE:

The contractor should obtain Labour License if he is engaging **more than 20 laborers** for one or more number of works. The labour license should be produced to the Labour Welfare Officer after obtaining the same.

23.0 LOSS OR DAMAGES:

Damage or shortage that are "Prima Facia" due to the result of rough handling in execution or due to defective workmanship, or due to defective materials the contractor should repair the damaged or defective part of work free of cost. Any damage to the Departmental equipments

and structures due to negligence or mal operation by the contractor or any of his staff will have to be made good by the contractor, failing which the TNPGL will arrange to rectify the defects and the actual expenditure incurred with usual centage and incidental charges etc. will be recovered from the contractor's bill. The decision of the Engineer is final and legally binding on the contractor.

24.0 ACCIDENTS:

The work should be done carefully by observing all safety precautions. The tenderers are advised to take utmost care for the protection of their men and materials. No compensation or extra amount over and above the tenderer rate would be payable on account of accidents to men or loss of materials. The contractor should insure his workmen against any accident during the work.

The accidents to workmen must be reported to the Officer in charge immediately. In addition to giving first aid and sending the injured to the hospital promptly by the contractor, the contractor shall also pay compensation payable under Workmen's compensation act as a result of injury or death caused to any of his workers employed in respect of the contract.

25.0 FORM OF CONTRACT:

This will be K2 contract generally governed by the TNPGL's specification. The contractor should execute a K2 agreement with the TNPGL after issue of the acceptance letter.

26.0 SUB-LETTING:

The contract is not transferable. No part of the contract shall be sublet without prior approval of the Chief Engineer/Civil / ETPS Expansion Project nor shall transfer be made by power of Attorney authorizing others to receive payment on contractor's behalf.

27.0 SUSPENSION OF WORK:

The Engineer may from time to time by direction in writing for any valid reasons without in anyway violating 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. The contractor shall not be entitled to claim any compensation for any loss or damage sustained by him for the reason of the suspension of works.

28.0 INSPECTION OF WORK:

The Engineer or his duly authorized agent shall have at all time full power to inspect the work wherever in progress, either the site on the contractor's premises or at the premises wherever the contract may be in hand.

29.0 TOOLS AND TACKLES:

All tools and plants, equipment and tackles required for the complete execution of the contract shall be arranged for by the contractor only at his own cost. The tenderer whether his tender is accepted or not shall treat the specification etc. as confidential.

30.0 TAKING OVER OF SITE:

The site should be taken over within 15(Fifteen) days from the date of receipt of acceptance letter.

31.0 QUANTITIES:

The quantities against various items of work furnished in the schedule of quantities are only approximate. They are meant for the purpose of having a common base for comparison of various tenders.

32.0 RECOVERIES OF DUES:

The TNPGL is empowered

- i) To recover any dues against this contract in any bills/Security Deposit cum Performance Guarantee / Earnest Money Deposit due to the contractors either in this contract or any other contracts with TNPGL.
- ii) To recover any dues against any other contract of the contractors with TNPGL, with the available amount due to the contractors against this contract.

33.0 GUARANTEE:

Waived

34.0 RIGHT TO DECIDE TENDER RESERVED:

It is to be expressly understood by the tenderers that TNPGL or competent authority to decide the tender, shall have right to relax or waive any of the conditions stipulated in the specification whenever deemed necessary in the best interest of the TNPGL for good and sufficient reason. Also the TNPGL reserves the right to reject all the tender or any tender or to split up the work without assigning any reasons therefore.

35.0 RIGHTS OF TNPGL:

Notwithstanding anything containing the specification, the Chief Engineer/Civil/ETPS Exp. Project/Ennore , Chennai -600 057 preserves the right to accept (or) to reject any Tender without assigning any reasons therefore.

36.0 TO WHOM TO REPORT:

The contractor shall have to report to the Executive Engineer/Civil/ ETPS Exp Project, Ennore, Chennai -600 057 for taking over of site.

37.0 CONTRACT AGREEMENT:

The contractor shall execute the contract agreement with TNPGL for the above work. The Contract agreement shall be made with the Chief Engineer/Civil/ ETPS Exp. Project, Ennore, Chennai -600 057 in a non-judicial stamp- paper of **value not less than Rs.200/-for agreement & non-judicial stamp- paper of value not less than Rs.500/-for indemnity bond respectively and same should** be executed within 30 (Thirty) days on receipt of this order or 15 (Fifteen) days from the date of remittance of SD whichever earlier, failing which EMD will be forfeited without any further intimation.

REJECTION OF TENDERS

I Tenders will be SUMMARILY rejected if:

- 1) The EMD requirements are not complied with.
- 2) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected. Tenders received from Agents/Dealers will not be considered.
- 3) Not satisfying any one of the Bid Qualification Requirement items.

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

- 1) Not covering the entire scope of work.
- 2) With validity period less than that stipulated in this specification.
- 3) Not in conformity with TNPGL's Technical & Commercial terms and Conditions.
- 4) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
- 5) From any black listed Firm or Contractor.
- 6) Received by Telex / Telegram / E-Mail/ Fax.
- 7) From a tenderer whose past performance / Vendor rating is not satisfactory
- 8) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- 9) Received after tender opening.
- 10) The offer of bidders who have not furnished the copy of PAN, GST, EPF, ESI Number in the technical bid.

TNPGL
PRICE SCHEDULE

SCHEDULE –A (FORMAT FOR BILL OF QUANTITIES)

Specification No. CE/Civil/ETPS EP /04/2026-27

Name of work:	ETPS Expansion Project (1X 660 MW Super Critical) Clearing of jungle and rain water canal inside the ETPS Expansion Project during 2026-27.
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Item. No	Qty	Description of Materials/ Works	Rate Per (Rs.)	Rate in figures and in words (Rs.)
1.	4000.00 Sq.M	Clearing of Light jungle on both side of rain water drain canal of ETPS Expansion project site.	Sq.M	
2.	12.00 days	Supply of Backhoe Loader (JCB) for clearing the mud, debris etc, strengthening both side bunds of rain water drain canal of ETPS Expansion project site. (8.00 Hrs per day)	Day	
3.	8000.00 Sq.M	Clearing of Light jungle in and around the Boiler and ESP Structure, material yard and western wall side of ETPS Expansion project site.	Sq.M	

Note:

1. GST extra as applicable.

Signature of the contractor
With full Address

SPECIAL CONDITIONS

- 01). The contractor has to arrange for workmen's compensation insurance policy based on the works, ESI & EPF for the workmen engaged for the entire work contract period may be paid by the contractor at his cost without break.
- 02). The TNPGL will not be held responsible for any type of accident during the course of duty and all claims towards compensation have to be borne by the contractor at their cost.
- 03). The Contractor has to arrange for sufficient skilled workmen for the work.
- 04). The contractor has to engage Technically skilled and also safety-oriented supervisor exclusively for this work contract for effective supervision and execution of work without fail.
- 05). All the tools, plants and consumables required for the work will be brought by the contractor at their cost.
- 06). All the relevant personal protective equipments like safety helmets, safety shoes etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- 07). Any minor works required to be executed as directed by the Engineer- In charge which is not included in the specification should be done by the contractor without any additional charges.
- 08). The work has to be carried out on all days and round the clock (if required).
- 09). For any safety violation and non-compliance of the statutory provisions and rules a penalty of Rs.1000/- per occurrence will be imposed on the contractor.
- 10). 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.
- 11). The contractor should obtain Labour License if he is engaging more than 20 laborers for one or more number of works. The labour license should be produced to the Labour Welfare Officer and a copy submitted to this office after obtaining the same.
- 12). Any damage to the Departmental equipments and structures due to negligence or mal operation by the contractor or any of his staff will have to be made good by the contractor, failing which the TNPGL will arrange to rectify the defects and the actual expenditure incurred with usual cent age and incidental charges etc. will be recovered from the contractor's bill.
- 13). The accidents to workmen must be reported to the Officer in charge immediately. In addition to giving first aid and sending the injured to the hospital promptly by the contractor, the contractor shall also pay compensation payable under Workmen's compensation act as a result of injure or death caused to any of his workers employed in respect of the contract.

Signature of the contractor
With full Address

SCHEDULE –B

DEVIATION FROM TECHNICAL SPECIFICATION

All Technical Deviations from the Specification shall be filled in the Bidder, Clauses by clause, in the Schedule.

Section No	Clause No	Deviation

The Bidder hereby certify that the above mentioned are the only deviations from the technical Specifications and confirms to the Specification in all other respects. If there is no deviation, the same should be mentioned as 'Nil Deviation'.

Name of Bidder with Address

SCHEDULE - 'C'DEVIATION FROM COMMERCIAL SPECIFICATION

All Commercial Deviations from the Rates, Taxes and Duties shall be filled in the Bidder, Clauses by clause, in the Schedule

Section No	Clause No	Deviation

The Bidder hereby certify that the above mentioned are the only deviations from the technical Specifications and confirms to the Specification in all other respects. If there is no deviation, the same should be mentioned as 'Nil Deviation'.

Name of Bidder with Address

SCHEDULE - 'D'
DECLARATION FORM

TO
The Chief Engineer/Civil,
ETPS Expansion project,
Ennore, Chennai – 600 057.
Tamil Nadu.

Dear Sir,

- 1) Having examined the above Specification together with the accompanying schedules etc., we hereby offer the work covered in this Specification at the rates entered in the attached schedule of prices.
- 2) We hereby guarantee the particulars entered in the schedule attached to the Specification.
- 3) In accordance with security deposit clause 4.0, Section-II, of the Specification we agree to furnish security to the extent of 5% of the total value of the contract.

Yours faithfully,

PLACE :
DATE :
COMPANY SEAL :

SIGNATURE :
DESIGNATION :
COMPANY :

SCHEDULE - 'E'
UNDERTAKING IN LIEU OF E.M.D.

(To be furnished in non-judicial stamp paper of value not less than Rs.500.00)

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS

THEDATE OFTWO THOUSANDTWENTY SIX BY
M/s.....hereafter called "Bidder" (which expression shall where
the context so admits mean and include their Agents, Representatives, Successors-in-office and
Assigns).

TO AND IN FAVOUR OF CHIEF ENGINEER/CIVIL/ETPS EXPANSION PROJECT, ENNORE, CHENNAI -600
057 , THE TAMIL NADU POWER GENERATION CORPORATION LTD, a Body Corporate, incorporated under
Companies Act having its office at the O/o Chief Engineer/Civil/ETPS Exp. Project Ennore, Chennai -600
057 herein called the "TNPGL" (which expression shall where the context so admits mean and include
its successors in office and Assigns.)

WHEREAS THE Bidder is required to pay Earnest Money Deposit of Rs.2,100 /- (Rupees two thousand one
hundred only) for participation in the tender for the work of "ETPS Expansion Project (1X 660 MW Super
Critical) Clearing of jungle and rain water canal inside the ETPS Expansion Project during 2026-27." under
the control of Chief Engineer/Civil/ETPS Expansion Project, specification No.CE/C/ETPS EP/ 04/ 2026-27.

AND WHEREAS the Bidder is exempted by the TNPGL from payment of EMD in the form of cash, subject
to the Bidder executing an undertaking to the value of Rs.2,100 /- (Rupees two thousand one hundred
only) representing the amount equivalent to the amount of EMD specified to be paid to the TNPGL in
the event of non-fulfillment of breach of any of the conditions of the tender by the Bidder as
mentioned hereunder.

AND WHEREAS in consideration of the acceptance by the TNPGL of the above proposal, the Bidder has
agreed to pay to the TNPGL the said amount of Rs.2,100 /- (Rupees two thousand one hundred only) in
the event of:

- 1) Withdrawing his tender before the expiry of the validity period (OR)
- 2) Withdrawing his tender after acceptance (OR)
- 3) Violating any of the conditions of the tender issued by the competent authority.

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said agreement the Bidder hereby
both covenant with the TNPGL that in consideration of the "TNPGL" waiving the condition of payment
of EMD in cash in terms of the said specification, the Bidder has agreed to pay to the TNPGL
Rs.2,100 /- (Rupees two thousand one hundred only) in the event of:

- i) Withdrawing his tender before the expiry of the validity period.
- ii) Withdrawing his tender after acceptance
- iii) Violating any of the conditions of the tender issued by the competent authority.

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

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

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

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

SIGNATURE
NAME IN BLOCK LETTERS
SEAL OF THE COMPANY

IN THE PRESENT OF WITNESSES:

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

Yours faithfully,

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

ANNEXURE-I

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

(NON JUDICIAL STAMP PAPER VALUE RS.500/-)

This undertaking executed at.....on this.....
 (Date).....(Month) Two thousand and 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 company incorporated under the company Act 1956, having its
 registered office at No. 144, (Old NO. 800), 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 if
 Office and assigns).

WHEREAS a contract for the of "ETPS Expansion Project (1X 660 MW Super Critical)- Clearing of jungle and
 rain water canal inside the ETPS Expansion Project during 2026-27." has been awarded in favour of the
 contractor under the Works Contract no.dated.....

AND WHEREAS in accordance with the terms of the WCT, the contractor has to furnish un 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 matter in any respect under this contract shall be instituted in any court other than
 in the High court, Madras of District court at or Sub-court ator at the District
 Munsiff court at as the case may be.

IN CONSIDERATION of the Board 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 High court, Madras or District court at.....or sub court at
 Or at the District Munsiff court atas 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)

ANNEXURE-IITURN OVER TOWARDS FULFILLMENT OF BID QUALIFICATION REQUIREMENT (BQR)

Sl. No	Name of the Bidder	Annual Turnover during the Financial Year		
		2023-24	2024-25	2025-26
1				
2				
3				

(for three years)

Documentary evidence (Audited Annual Reports etc) for above information is enclosed.

Note:

1) Additional sheets of similar size and format may be annexed as per bidder's requirement.

Date :
 Signature of Bidder :
 Name :
 Designation :
 Company seal :

ANNEXURE -III

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/Civil,
ETPS Expansion Project,
Ennore, Chennai – 600 057.
Tamil Nadu.
Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender for the work of ETPS Expansion Project (1X 660 MW Super Critical) - Clearing of jungle and rain water canal inside the ETPS Expansion Project during 2026-27.
Ref: Tender Specification No. CE/C/ETPS Exp. Project /04/2026-27.

I/ We have purchased the tender document(s) for the above mentioned 'Tender/Work' from the O/o The Chief Engineer/Civil//ETPS Expansion Project namely

- 1) 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender specification (including all documents like annexure(s), schedule(s), etc., which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 2) The corrigendum(s) issued from time to time by your Department/ Organization too have also been taken into consideration, while submitting this acceptance letter.
- 3) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 4) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 5) I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Department/ Organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

ANNEXURE-IV
SPECIAL 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 & 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 ordinary rate of wages.
- ii) Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
 - a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
 - c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
- iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
- iv) Employment Card : The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--
 - a. Full particulars of the labourers who met with accident.
 - b. Rate of Wages.
 - c. Sex.
 - d. Age.
 - e. EPF UAN number
 - f. ESI number
 - g. Aadhaar number

- h. Nature of accident and cause of accident.
- i. Time and date of accident.
- j. Date and time when admitted in hospital.
- k. Date of discharge from the hospital.
- l. Period of treatment and result of treatment.
- m. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- n. Claim required to be paid under Workmen's Compensation Act.
- o. Date of payment of compensation.
- p. Amount paid with details of the person to whom the same was paid.
- q. Authority by whom the compensation was assessed.
- r. Remarks.

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

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

2.0 Compliance of EPF& MP Act, 1952:

- a) The Contractor who take up works contract for TNPGL/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;
- b) The Contractor should have a separate EPF main code number.
- c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- d) The contractor should submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act.
- e) The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organisation in order to claim the Bills for the respective works.
- f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.
- g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TNPGL/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL / TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL/TANTRANSCO.

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

3.0 Compliance of ESI Act 1948 :

- a) The contractor who take up the works contract for TNPGL & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
- b) The contractor should have a separate ESI main code number.
- c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- d) The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.
- 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.
- i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
- ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.
- iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of

Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

4.0 Statutory Compliance Clearance Certificate:- **WAIVED**

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

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

6.0 The Contract Labour (Regulation & Abolition) Act 1970 & Rules 1975 & Inter-State Migrant Workmen (Regulation of Employment & 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.

7.0 Wages:-

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

8.0 EPF Documents to be Produced for Claiming Bills:-

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

9.0 ESI Documents for While Claiming Bills:-

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

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

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

10.0 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	License and Renewal (under CLRA and ISMW Rules)
FORM VII	Notice of commencement/ completion of work (under CLRA and BOCW Rules)
FORM VIII	Service Certificate (under 3 Rules)
FORM IX	Certificate of Medical Examination (under BOCW Rules)
FORM X	Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)
FORM XI	Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)
FORM XII	Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

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

- a) An undertaking as specified in Annexure-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.

12.0 SAFETY CONDITION:-

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

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

- i) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- ii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-
 - a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

- iii) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- iv) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
 - a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
 - b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
 - c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
 - d) The Contractor is not exempted from the operation of any other Act or Rule in force.