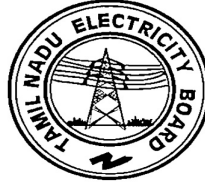


01



TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

TENDER SPECIFICATION

FOR

TTPS – Mech.II – AHP - Unit 1, 2, 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 8,00,000 MT fly ash in Unit-I to V from the date of handing over of site

THROUGH E-TENDERING

(Through NIC Platform)

SPECIFICATION NO. CE / TTPS / SE / M.II / Specn. 89/2026-2027

OPEN TENDER / TWO PART SYSTEM

Due date and time for submission of Tender: 03.10.2026 @14.00 hrs.

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

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
FOREWORD FOR SPECIFICATION NO. CE / TTPS / SE/M.II/ Specn. 89/2026-2027

1	Tender Specification No.	CE/TTPS/SE/M.II/Specn.89/2026-2027				
2	Name of Work	e-Tender for TTPS – Mech.II – AHP - Unit 1, 2, 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 8,00,000 MT fly ash in Unit-I to V from the date of handing over of site				
3	Quantity	As Per Schedule				
4	Method of Tender	Open Tender / Two part - e-Tender System (Online submission of Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: https://www.tntenders.gov.in/nicgep/app of NIC.)				
5	a) Earnest Money Deposit (EMD)	Rs.4,42,500/- (Rupees Four lakhs forty two thousand and five hundred only) to be paid through online payment gateway. The online payment Gateway has been enabled for TANGEDCO in TN Tenders portal (www.tntenders.gov.in). The payment for EMD will be carried out by the Bidders only through online payment mode. (or) II) In the form of Bank Guarantee with one year validity.				
	b) Permanent EMD	The PEMD of Rs.20 Lakhs or above deposited on or after 11.11.2021 alone is eligible for EMD exemption in this tender.				
	c) EMD Exemption Categories	The exempted categories of tenderers as given in Section-I Micro and Small Enterprises located inside the state of Tamil Nadu are eligible for exemption of EMD against submission of documents as detailed in Section-I.				
6	URL for online bid submission for e-tender	https://www.tntenders.gov.in/nicgep/app				
7	Last date for submission of EMD	03.10.2026 @ 12.00 HRS				
8	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	03.10.2026 @ 12.00 HRS				
9	Pre Bid Meeting	On 28.09.2026 through E-mail only (E-mail ID: sem2ttps@tnebnet.org) from 10.00 Hrs to 17.00 Hrs.				
10	Date & time of opening of tender electronically	05.10.2026 @ 12.00 HRS				
11	Specification at website	The tender specification will be placed at the following Web sites. The prospective bidders may download the same. <table><tr><td>TANGEDCO</td><td>www.tangedco.gov.in</td></tr><tr><td>NIC</td><td>https://www.tntenders.gov.in</td></tr></table>	TANGEDCO	www.tangedco.gov.in	NIC	https://www.tntenders.gov.in
TANGEDCO	www.tangedco.gov.in					
NIC	https://www.tntenders.gov.in					
12	Documents to be uploaded by the Tenderers during e-submission	Schedules “A” to “J” & Tender Acceptance Letter (Schedule-I) and other required formats and documents whichever is applicable.				
13	Clarification to be sought for from	Superintending Engineer Mechanical –II, TTPS, Tuticorin-628004. Phone: 0461-2352363 & E-Mail: sem2ttps@tnebnet.org				
14	Place at which tenders will be opened electronically	Office of the Superintending Engineer Mechanical –II TTPS, Tuticorin-628004.				

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

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

REGISTRATION:

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

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

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

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

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

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

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

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

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

Procedure for submission of bids:

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

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

3) Bidder has to select the payment option as "Online" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.

- i. The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in). The payment for EMD will be carried out by the Bidders only through online payment mode.
- ii. The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gateway**. If excess or short, the tender status will be shown as invalid.

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

Late Bids:

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

Modification and withdrawal of bids:

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

ASSISTANCE TO BIDDERS:

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

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

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

TENDER SPECIFICATION No. CE/TTPS/SE/MII/NO.89/2026-27

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SECTION-I
EARNEST MONEY DEPOSIT

1.Earnest Money Deposit:

1. Tenderer should pay the specified amount towards Earnest Money Deposit as follows:-
EMD: **Rs.4,42,500/- (Rupees Four lakhs forty two thousand and five hundred only)**

- 1.1 The Earnest Money Deposit specified above **to be paid through online payment Gateway mode.**

Scanned copy of the E-receipt duly reflecting the EMD Transaction shall be uploaded.

- 1.2 If submitting Earnest Money Deposit as BG/PEMD/Udyam(SSSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.

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

- 1.4. **Mode of Payment:**

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

b) The Tenderers, who are valid Permanent EMD holder with TNPGL erstwhile TANGEDCO for an amount of Rs.20,00,000/- or above are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

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

The **PEMD of Rs.20 Lakhs or above** deposited on or after **11.11.2021** alone is eligible for EMD exemption in this tender.

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

- 3 **Bank Guarantee (BG):**

a) The EMD in the form of Bank Guarantee (BG) with one year validity (from the date of tender opening) is also acceptable.

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

branches in India.

- c) EMD, if paid in the form of irrevocable bank guarantee, the same should be submitted in original before the time of tender opening in addition to uploading soft copy of it in the tender portal. **The Bank Guarantee towards EMD if not submitted in original within prescribed time period, the offer will be summarily rejected.**
 - d) The scanned copy of the B.G shall be uploaded with the Bid.
 - e) The Bank Guarantee shall be valid for one year.
 - f) The Scanned copy of the E-receipt duly reflecting the EMD Transaction shall be uploaded. or the scanned copy of the Bank Guarantee should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected.
- 4. The EMD will not carry any interest.
 - 5. The Earnest Money Deposit will be auto refunded to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender.
- 6.0 In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the Security Deposit payable by the tenderer.
- 6.1 Any other mode of payment of EMD shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the Government portal.
- 6.2 If the offer is found to be bogus or false during evaluation, TNPGL could invoke the BankGuarantee to recover the EMD on forfeiture.

Any other mode of payment of EMD other than on line payment/BG/PEMD shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.

7. Exemption for payment of Earnest Money Deposit.

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

- i **“Micro and Small Enterprises located within the state of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a Copy of Udyam Registration certificate or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them for participation in this tender and whenever it is deemed necessary, the TNPGL may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors”.**
- ii. Departments of the Government of Tamil Nadu.
- iii. Undertakings and Corporations owned by the Government of Tamil Nadu.
- iv. Labour Contract Co-operative Societies registered within Tamil Nadu.

- v) **The Micro & Small Enterprises having provisional registration certificate are not eligible for exemption.**
- vi) **Bidders shall submit an undertaking in the form as per Schedule-G that they would pay penalty an amount equivalent to Earnest Money Deposit in the event of non – fulfillment or non – observance of any of the conditions stipulated.**

Note:

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

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

7.1 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).

7.2 Calculation of Turnover:

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

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

7.3 Calculation of Investment:

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

section 7 of the Act shall be excluded from the calculation of the amount of Investment in Plant and Machinery.

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

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

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

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

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

- I. **Copy of Udyam Registration Certificate**
- II. **(a) Copy of turnover details certified by Chartered Accountant.**
and
(b) Copy of Investment held in Plant & Machinery certified by Chartered accountant should be furnished for availing payment of EMD exemption.
- III. **Those tenderers under exempted category from payment of EMD shall upload the Undertaking in lieu of EMD in the tender portal through authorised DSC in the form as per Schedule-G duly filled up and signed in Rs.500/- Non Judicial Stamp Paper by the bidders as acceptance to pay as penalty an amount equivalent to EMD, together with cost if any, in the event of non-fulfillment or non- observance of any of the conditions stipulated in the contract on sequent to such breach of contract.**

The undertaking in lieu of EMD duly signed by the bidders uploaded in the tender portal through authorized DSC shall be considered as valid.

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

9) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES:-

- i) If the documentary evidences towards Exemption from payment of EMD are not uploaded
- ii) Exempted Tenderers are to produce copy of their Registration Certificate showing the materials which they are permitted to MANUFACTURE/SERVICE and the PERIOD OF VALIDITY OF CERTIFICATE.
- iii) Exemption of EMD is allowed to the units for those materials manufactured /Services in their Units. If the tendered items are not on their manufacturing / Service range, the tenderer cannot claim exemption from payment of EMD and such tenders will be rejected straight away.

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- iv) If not furnished the details for Investment held in Plant and Machinery certified by Chartered Accountant and another certificate for Annual turnover value certified by Chartered Accountant.
- v) If not furnished the Undertaking in lieu of EMD specified under SI.No.8 (III).

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

The proof of Permanent EMD certificate

(OR)

The proof for exemption of EMD and certificate towards Investment held in plant & machinery and certificate for Annual turnover certified by Chartered Accountant and undertaking in lieu of EMD in the format as per schedule - G.

11) REFUND OF EMD:

- (i) The Earnest Money Deposit will be refunded automatically to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender. i.e. after technical evaluation
- (ii) The Earnest Money Deposit will be refunded automatically to the eligible tenderer who have not received the detailed Purchase order. i.e. after issue of Award Of Contract.
- (iii) The Earnest Money Deposit will be transfered to TNPGL account in the case of successful tenderer on receipt of detailed Purchase Order and will not carry any interest. The Earnest Money Deposit will be adjusted in the Security cum Performance Guarantee.
- (iv) The refund of EMD will be made to the bank account from which EMD is paid by the bidder through portal.

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

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
- ii) If he revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the Tender specification.
- iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.
- v) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TNPGL Limited.
- vi) In case of tenderers participating on the strength of Exception Categories, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.
- vii) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TNPGL.

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

SECTION - II**BID QUALIFICATION REQUIREMENTS**

1. The bidders should have previous experience as a principal contractor / Sub contractor duly approved by the concerned authorized official of TNPGL (TANGEDCO, TNEB) in carrying out the operation and maintenance of Pressurized Dense Fly Ash Collection System (PDFACS) including supply of man power, spares and consumables for a period of minimum one year continuously within the last ten (10) years from date of tender opening in any one of the Thermal Power Stations with 210MW capacity or above of TNPGL (TANGEDCO, TNEB) / Public sector undertakings / other state Electricity Boards / Government Organization / Government Undertaking for a cumulative value amounting to not less than Rs.1.47 Crore.
Joint ventures / consortium are not considered.

2. In case of bidder as a principle contractor, he shall upload copy of the orders for having executed the above works and End user certificate for the performance of the above works. In case the above works were carried out in TNPGL (TANGEDCO, TNEB), the End user certificate shall be obtained by the Tender inviting authority directly from the concerned organization. However in case of other organizations, performance certificate should be obtained and furnished by the bidder along with the offer. If the performance certificate is not furnished along with the offer, the offer will be rejected.

In case of bidder as a Sub contractor, he shall upload the following documentary evidences.

1. Copy of authenticated approvals from the concerned official of TNPGL (TANGEDCO, TNEB) as a proof for having executed the above work for a minimum period of two years continuously.
2. Copy of work award issued by their principle contractor.
3. The end user certificate obtained by the Sub contractor/the principle contractor for having executed the above work satisfactorily for one year.
In case the above works were carried out in TNPGL (TANGEDCO, TNEB), the End user certificate shall be obtained by the Tender inviting authority directly from the concerned organization. However in case of other organizations, performance certificate should be obtained and furnished by the bidder along with the offer. If the performance certificate is not furnished along with the offer, the offer will be rejected.
3. The Annual Turn Over of the bidders shall be more than **Rs.1.47 Crore** in any one of the preceding 3 financial years i.e. (2022-23; 2023-24; 2024-25). In case of companies registered under Company's Act, copy of the Audited Financial Statements like Profit & Loss Account and Balance Sheet for the above 3 years may be **scanned and uploaded**. In case of others, the copy of Annual Turnover certified by the practicing Chartered Accountant for all the above three years may be **scanned and uploaded** as documentary proof to ensure the turnover criteria.
The Audited annual Accounts, Annual Turnover Certificate issued by Chartered Accountant should necessarily contain UDIN of the document.
4. Documentary evidence in support of all the above requirements shall necessarily be scanned and uploaded during e-submission of tender. In the absence of uploading of above supporting documents, the offer will be summarily rejected.

SECTION – III
REJECTION OF TENDERS

I. Tenders will be SUMMARILY rejected if:

- a). The EMD requirements are not complied with.
- b). If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
- c). The Bid Qualification Requirements as per Section-II of this Specification are not satisfied.
- d). The offers received from bidder who had not registered themselves with GST and not submitted GSTIN will be summarily rejected.
- e). GST is not active at the time of opening the tender.

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

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

SECTION – IV

INSTRUCTION TO BIDDERS

1.0. THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998:

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

2.0 GENERAL:

e-Tenders are invited against the "Tender Specification NO. CE / TTPS / SE/M.II/ Spec.No.89/2026-2027" for "**TTPS – Mech.II – AHP - Unit 1, 2, 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 8,00,000 MT fly ash in Unit-I to V from the date of handing over of site**".

3.0 SUBMISSION OF TENDER OFFER:

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

4.1 SUBMISSION OF TENDERS:

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

4.2 MODIFICATIONS / CLARIFICATIONS TO TENDER DOCUMENTS

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

- 4.2.2 The offer shall be furnished in the <https://tntenders.gov.in/nicgep/app> as per the price schedule enclosed to this specification only. Offers furnished in the other formats are liable for rejection.
- 4.2.3 Tenderers are advised to peruse all the clauses in the specification and Instructions to tenderers before quoting.
- 4.2.4 If a tenderer has any doubt in the meaning of any of the clauses in the specification, he is advised to seek clarification on the same from **The Superintending Engineer/Mechanical - II, Tuticorin Thermal Power Station, Tuticorin-4**. The clarification if any sought for by the tenderer before 48 Hrs. of the opening of the tender will be replied to.
- 4.2.5 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/Tuticorin Thermal Power Station/TNPGCL/ Tuticorin-628004 on the clarifications will be final and binding on the Tender.
- 4.2.6 Schedule A to I and other required formats and documents shall be prepared by typing or printing in the formats enclosed with this specification.
- 4.2.7 All information in the documents shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4.3. **QUOTATION OF RATES:**

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

4.4. **PRINTED TERMS AND CONDITIONS IN TENDERS:**

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

4.5. **INCOMPLETE TENDERS:**

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

4.6. **AMBIGUITIES IN CONDITIONS OF TENDERS:**

- 4.6.1 In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 4.6.2. The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 4.6.3.. Tenderers shall bear all costs associated with the participation in the e- Tender and the purchaser will in no case be responsible or liable for these costs.
- 4.6.4 .No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.

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

5.0 OPENING OF TENDER:

5.1 OPENING OF COMMERCIAL & TECHNICAL BIDS AND PRICE BIDS :

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

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

5.2. ANALYSIS OF TENDERS:

- 5.2.1 GST will be included for the purpose of comparison of prices. As the price is all inclusive, no increase in levies will be considered. The evaluation shall include all Taxes wherever applicable. However the percentage and amount applicable towards GST shall also be indicated in the tender separately in Schedule – A.
- 5.2.2 The stipulation 'no increase in price will be considered' is not applicable to decrease/increase in taxes due to statutory variation on taxes. The increase in Taxes due to statutory variation beyond the prescribed time schedule shall be to the account of Contractor.
- 5.2.3 The Tenderers are therefore requested to give break up for all taxes adopted by them in the offer or their quoted rate and these rates will form the basis for regulating the variation in statutory levies subsequent to the opening of the tender.

6.0. INFORMATION REQUIRED AND CLARIFICATIONS:

- 6.1. In the process of examination, evaluation and comparison of tender offers, the TNPGL may at its discretion, ask the Tenderer for a clarification of their offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 6.2. The TNPGL will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 6.3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

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

7.0 EVALUATION AND COMPARISON OF TENDER OFFERS:

- 7.1 The bid evaluation shall be done as per Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules 2000.
- 7.2 The evaluation will be done based on the GST rates quoted by the bidders.
- 7.3 This being a Turnkey contract the L1 tenderer will be decided for the total contract value not for the individual item.

7.4 NEGOTIATION:

Negotiation will be carried out with the L1 tenderer after opening of tenders **through online only**. The L1 bidder has been given time slot for resubmission of Financial Bid (Negotiation) through Online within the due date and time provided.

7.5 Tie Breaker:

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

8.0. VALIDITY:

- 8.1. The tender offer shall be kept valid for acceptance for a period of 180 days from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 8.2. Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TNPGL.

9.0 RIGHTS OF THE BOARD:

9.1 Rights to reject the tenders:

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

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

- a). To recover losses, if any, sustained by TNPGL, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
- b). To cancel the orders for not keeping up the delivery schedule.

- c). To vary the delivery period based on the requirement and contingencies at the time of placing the order.
- d). To accept the lowest eligible tender.
- e). To reject any or all the tenders or cancel without assigning any reasons there of.
- f). To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TNPGL.

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

10.0 DEVIATIONS:

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

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

11.0 MOST RESPONSIVE OFFER:

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

12.0 SCHEDULES AND FORMATS:

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

a) SCHEDULES:

- Schedule A : Price
- Schedule B : Deviation from Technical Specification
- Schedule C : Deviation from Commercial Terms
- Schedule D : Past Performance Details.

Schedule E	: Declaration Form
Schedule F	: Undertaking for payment of Dues to TNEB.
Schedule G	: Undertaking in Lieu of E.M.D.
Schedule H	: Undertaking for legal Proceedings Jurisdiction.
Schedule I	: (e-Tender) Tender Acceptance Letter
Schedule J	: Declaration to be submitted by evaluated Bidders

b) Format - I. Bank Guarantee for EMD

Format - II : Bank Guarantee for Security Deposit

13.0 PRE-BID MEETING:

The Bidders can raise their technical / commercial queries and get clarified at specified date and time mentioned in the NIT Sl.No.9 through E-mail only (E-mail ID: sem2tpps@tnebnet.org).

14.0 POTENTIALLY SICK UNIT:

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

15.0 BAR OF JURISDICTION:

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

16.0 APPEAL:

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

17.0 TENDER DOCUMENT:

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

18.0 Registration of Vendors in the IMS online portal:

The vendors shall register in the IMS online portal for online Bill processing system.

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

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

19.0 IMPORTANT NOTE:

i) The tenderers shall fill up the Schedules – A to J enclosed with the specification and furnish them along with the tender, failing which the tender is liable for rejection.

ii) Please note that NO ALTERNATE OFFER WILL BE ACCEPTED.

SECTION – V

COMMERCIAL TERMS AND CONDITIONS

1.0. GENERAL:

The scope of present work involve **Unit 1, 2, 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 8,00,000 MT fly ash in Unit - I to V from the date of handing over of site**

1.1 This specification is intended to cover:

1	Charges for Operation and Maintenance of PDFAC & Wet system consists of PLC, Switch gear panels, modules, breakers, Fly ash conveying air compressors, Instrument air compressors and Auxiliaries, PDFACS equipment, Wet system flushing apparatus & flushing water pipe lines in ESP area and renewal of fly ash conveying pipe lines from ESP to silo top including structural supports, Painting, Operation and Maintenance of silo compressors and its related equipments inclusive of loading fly ash vehicles round the clock, cleaning of unit silo and surrounding areas and silo approach road, cleaning of ESP and surrounding area, cleaning the trenches inside ESP, Charges for personal protective safety equipments, testing and certification of fitting tools & tackles license fees for pressure vessels and related pneumatic equipments & including all the required spares and consumables for the entire system of PDFACS of all the unit-1,2,3,4 & 5.
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1.2 The scope of the contract shall be as detailed in SECTION -VI of this Specification.

2.0. Location:

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

2.1 Completeness of Tender:

The tender should be complete in all respects.

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

3.1. **PRICE:**

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

The tenderers can inspect the PDFAC system at TTPS site and quote as per scope of work at FIRM price in **Indian Rupees only** as per Schedule-A. after detailed examination of the **Unit 1, 2, 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 8,00,000 MT fly ash in Unit - I to V from the date of handing over of site.**

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

3.2 **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

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

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

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

4.0 Goods and Service Tax (GST):

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

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

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

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

- i). *Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.*
- ii). *The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.*
- iii). *Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs / 10 Lakhs as applicable will be required to register as a normal taxable person.*
- iv). *GST Registration Number: TNPGL has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TNPGL is 33AAKCT7598K1ZI. The details are also posted in TANGEDCO web portal.*
- v). *GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.*
- vi). *Transaction Value: The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.*

The conditions for accepting the transaction value are-

- a) *Supplier and the recipient of the supply are not related.*
 - b) *Price is the sole consideration for the supply.*
- vii). *Composition Scheme: Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently RS.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.*

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

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

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

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

Tenderers must upload the proof of their valid GSTIN registration. If the GST is not valid on the date of tender opening the tender is liable for rejection. Further, the GST number should be active till the time of work award and the entire tenure of work. The provisional GSTIN Registration No. of TNPCL is 33AAKCT7598K1ZI.

4.1. GOODS AND SERVICES TAX:

The Goods and Services Tax will be paid extra as applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.

4.2. The TNPCL has been registered as a dealer under GST Act 2017 (Registration No. 33AAKCT7598K1ZI)

In case of delayed delivery/work, the GST prevailing on the date of despatch or on the last day of the contractual delivery period /completion of work whichever is LESS will be admitted. For both the cases, the contractor shall furnish documentary evidence while submitting the bills for payment.

It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TNPGL Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

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

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

The suppliers/ contractors whose annual turnover exceeds Rs.10 crores, should raise an e-invoice or e-invoiced debit note or e-invoiced credit note, so that TNPGL could avail input tax credit under GST. E-Invoice is a system in which B2B invoices are authenticated electronically by GSTN for further use on the common GST portal. Under the electronic invoicing system, an identification number will be issued against every invoice by the Invoice Registration Portal (IRP) to be managed by the GST Network (GSTN).

4.5 Compliance of EPF& MP Act. 1952

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

8. In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above, the EPF employer contribution will be restricted upto Rs.15,000/- only
9. **TNPGCL will not reimburse the Employer contribution towards EPF under any circumstances.**

Note:

1. **Employer contribution towards ESI & EPF will not be reimbursed by the TNPGCL to the contractor, if any such claims made by the contractor towards the employer contribution it will not be accepted.**
2. **The bidder should produce EPF & ESI code number for having registered in the respective statutory bodies and the evidence for the same should be uploaded or otherwise their tender will be liable for rejection.**
3. **The bidder should comply with CLRA Act 1970, ESI, EPF & Misc. Prov. Act 1952 etc. TNPGCL under any circumstances will not be held responsible for not complying with any statutory violation.**
4. **The successful contractor has to submit a declaration for having remitted the EPF / ESI Employee and Employer contribution for this work while claiming the bill as per annexure B**

4.6 Compliance of ESI Act 1948

1. The contractor who take up the works contract for TNPGCL is required to comply with all the provisions stipulated to ESI Act 1948
2. The contractor should have a separate ESI main code number
3. The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
4. The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act
5. The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work
6. The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work
7. In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TNPGCL has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGCL shall make good such requirements out of 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 TNPGCL.
8. a) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
- b) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.

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

9. TNPGL will not reimburse the Employer contribution towards ESI under any circumstances.

5.0. PAYMENT TERMS:

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

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

6.0. Penalty Clause:

- i) The penalty shall be imposed equal to the awarded operation and maintenance rate + pumping cost of Rs. 80/MT for unevaluated fly ash quantity.
- ii) Any damages caused to the equipments/structures of TNPGL, either by the personnel of the successful bidder, the damages shall be rectified by them at their cost. If the damages are not rectified within the period informed by the TNPGL, the same will be done by TNPGL and the expenditure will be recovered from the successful bidder. If the bidder fails to remit the above amount within 30 days from the date of information from TNPGL and same will be recovered from the contractor's bill.

7.0. Force Majeure:

- 7.1. If at any time, during the continuance of the contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the corporation within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to such non-performance or delay in performance and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exit.
- 7.2. Provided that if the performance in whole or part by the contractor on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the corporation may at its option terminate this contract by a notice in writing.

8.0 Period of work:

One year from the date of taking over the site (or) upto the disposal of entire quantity of 8,00,000 MT.

9.0. LIQUIDATED DAMAGES:

The work completion period as specified in clause (7.0) should be guaranteed by the contractor under the liquidated damages clause given below:-

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

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

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

10.0. SECURITY DEPOSIT:

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

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

11.0. Jurisdiction For Legal Proceedings:

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

12.0. Arbitration:

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

13.0 Failure To Execute The Contract:

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

14.0. Accident

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

15.0 LIABILITY FOR ACCIDENT TO PERSONS

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

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

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

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

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

16.0. LIABILITY FOR DAMAGE TO WORKS (or) PLANTS

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

17.0 LABOUR LICENCE

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

18.0. Subletting:

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

19.0. Loss or Damages:

In the event of supplies being received damaged or short at the destination station, the cost of such materials, Excise duty and Sales tax (if payable) and other charges payable thereof will be paid only proportionate to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost by the contractors.

20.0. Powers To Terminate The Contract:

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

21.0. Effecting Of Recoveries:

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

22.0. Royalties For Patents:

All royalties for patents or charges for the use of infringements thereof that may be involved in the construction or use of any equipments or appliance to be supplied against this

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

23.0. Recoveries Of Dues:

The corporation is empowered;

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

24.0 ADVANCE PAYMENT:

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

25.0 " PAN " NUMBER

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

26.0 PAST PERFORMANCE:

26.1 The intending tenderers shall furnish the details of various orders executed by them during the past years as on the date of tendering in the proforma enclosed to the Tender Specification and also proof for having executed the tendered item and for their satisfactory performance. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenderers in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

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

27.0 DOCUMENTS CONFIDENTIAL:

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

28.0 CONTRACT QUALITY ASSURANCE :

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

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

29.0 DOCUMENTS CONTAIN FALSE PARTICULAR CLAUSE.

"In the event of documents furnished with the offer being found to be bogus or the documents contain false particulars; the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders / contracts in Tamil Nadu electricity corporation."

30.0 ELECTRICITY RULES:

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

31.0 EXECUTION OF AGREEMENT AND FORM OF CONTRACT

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

32.0 GENERAL:

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

SECTION VI

TECHNICAL SPECIFICATIONS:

Name of work: TTPS – Mech.II - AHP – Unit 1, 2, 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 8,00,000 MT fly ash in Unit - I to V from the date of handing over of site

i) Technical Specification for Unit 1, 2, 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 8,00,000 MT fly ash in Unit - I to V from the date of handing over of site as per scope of work and special conditions.

Period of work: One year from the date of taking over the site (or) upto the disposal of entire quantity of 8,00,000 MT.

Sl. No.	Description of work	Qty
1	Charges for Operation and Maintenance of PDFAC & Wet system consists of PLC, Switch gear panels, modules, breakers, transformer, Fly ash conveying air compressors, Instrument air compressors and Auxiliaries, PDFACS equipment, Wet system flushing apparatus & flushing water pipe lines in ESP area and renewal of fly ash conveying pipe lines from ESP to silo top including structural supports, Painting, Operation and Maintenance of silo compressors and its related equipments inclusive of loading fly ash vehicles round the clock, cleaning of unit silo and surrounding areas and silo approach road, cleaning of ESP and surrounding area, cleaning the trenches inside ESP, Charges for personal protective safety equipments, testing and certification of fitting tools & tackles license fees for pressure vessels and related pneumatic equipments & including all the required spares and consumables for the entire system of PDFACS of all the unit-1,2,3,4 & 5.	800000 MT

II. Technical Terms

S.No.	Description	Type
1.	Unit 1, 2, 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 8,00,000 MT fly ash in Unit - I to V from the date of handing over of site	

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SCOPE OF WORK

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

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

f) The actuators, pressure switches, NRVs, puppet valves, connected hoses, gate valves, doom valves, switch valves, related panels should be cleaned, replaced the worn-out parts if necessary and assembled.

g) All the motors to be overhauled and changing of bearings etc to be carried out by the contractor.

- 38 The preventive and breakdown maintenance work like replacing / reconditioning of various sizes of valves, spool piece, flushing apparatus, jetting nozzle, HDPE pipes and rubber lined sea water pipe lines in wet system equipments should be attend by the contractor round the clock.
- 39 The contractor should supply the spares and consumables in respect of PDFAC system and wet system equipments and replace the worn out spares and consumables then and there as per the instruction of Engineer in-charge for smooth operation & maintenance of PDFAC system and wet system.

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

TECHNICAL CONDITIONS

- 1 The contractor should visit the site and clear all his doubts before quoting the rates.
- 2 The contractor should operate and maintain PDFACS system and wet system, continuously round the clock without any break.
- 3 The contractor should evacuate all the 100% fly ash generated based on the consumption of coal.
- 4 If warrant the starting and stopping of conveying system should be carried out as per the instruction of TNPGL Engineer.
- 5 In case of any problem in dry system and non arrival of fly ash lorries, the fly ash should be wet sluiced into the trenches (ie. The dry system should changed into wet system) to avoid ESP field failures with the concurrence of TNPGL Engineer.
- 6 Dry fly ash choke in the ESP hoppers and chutes have to be cleaned then and there.
- 7 Dry fly ash released during choke releasing in the lines to be cleared immediately.
- 8 Accumulation of ash in silo area and silo approach road area should be cleared then and there without polluting area. The area utilized by the contractor should be properly maintained day to day in neat and tidy (without algae) condition. Otherwise the same will be cleaned by TNPGL by engaging other agency and the cost will be recovered from the contractor's next immediate bill.
- 9 The contractor should repair and renew the dry fly ash transporting pipe lines whenever puncture occurred.
- 10 The contractor should carry out the periodical overhaul of compressors, breakers, contacts, transformers, entire PLC system and etc., as per the instruction of Engineer in-charge of TNPGL.
- 11 After cleaning and painting of Pressure vessels, testing as per statutory norms and production of test certificate to Engineer in-charge and other authorities lies with the contractor. Also load testing of lifting tools & tackles, hoist cranes, chain blocks, etc., as per the statutory norms and producing of load test certificates lies with the contractor.
- 12 The contractor should carry out all the periodical and annual overhaul/ service as per the schedule period as per the instruction of Engineer in-charge without fail.
- 13 The contractor should procure and use quality spares and consumables in the existing equipments after obtaining prior approval from Engineer in-charge of TNPGL.

- 14 The spares as approval by the Chief Engineer/TTPS or his authorized representative shall only be purchased, kept and used on the equipment. In case of any spares borrowed from TNPGL it shall be returned within one month in good working conditions.
- 15 The contractor should replace all the worn-out spares and consumable materials immediately then and there by keeping the sufficient quantity of each items readily available at site.
- 16 The contractor should replace all the worn-out spares of PDFACS, silo top vent bag system and compressors immediately then and there by keeping the sufficient quantity of each spares items readily available at site as per the instruction of Engineer TNPGL.
- 17 The contractor should maintain 15% of consumables and spares kept ready at TTPS premises to meet any emergency. The list should be produced to Engineer-in-Charge of TNPGL, every month. At least minimum 15% of total quantity of spares for equipments of PDFACS to be maintained. If necessary is raised to replace the spares and consumables within a year, 15% of spares and consumables of entire system should be handed over to Engineer-in-Charge of TNPGL.
- 18 The availability of insurance and safety equipments, consumables, T&P's spares should be ensured by the contractor for un-interrupted collection of fly ash round the clock.
- 19 The availability of laborers and supervisors round the clock should be ensured by the contractor for uninterrupted collection of fly ash. The contractor should be available at the time of the rectification of system problem.
- 20 Man power should be provided round the clock for attending the problems in the system. Trained qualified person shall be deployed for operating the PLC in the control room.
- 21 Contractor should engage qualified Site Engineer, Technical Assistant, Welder, Fitter, Mechanic, etc., Evidences for qualification should be furnished to the Engineer in-charge.
- 22 The contractor should establish proper site office in site TTPS and resident Engineer/Manager to be posted for each unit, supervisors and other maintenance staffs be available round the clock.
- 23 Sufficient number of operation & maintenance Engineers and staffs both mechanical & electrical side to be posted to attend the works with immediately.

WATER SUPPLY AND POWER SUPPLY

Water and power required will be provided by TNPGL.

1) The electricity charges will be collected as per tariff notified by the Tamil Nadu Electricity Regulatory Commission from time to time and water charges shall be collected at the rate of Rs.60/- per 1000 litres at present and will be revised time to time.

a) For any shed provided for site office/stores or any other purpose by the contractor.

b) For any shed allotted on rental basis as fixed by TNPGL from time to time the above purpose.

2) Power and water required for operation and maintenance of PDFACS works during this period will be provided by TNPGL at free of cost as per the standard norms.

GENERAL CONDITIONS

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

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

STATUTORY COMPLIANCES

A) General

1) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.

2) **The Contractor should pay the wages to their employees only through digitally (i.e.,) paid directly to the bank account of the employee.** The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).

3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.

4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

5) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.

6) The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub- contractors. (if permitted)

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

B) Safety Condition

1. All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fibre helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail. Non compliance of the above will invite penalty.
2. Proper welding machines with accessories such as ELCB/RCB/RRB, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
3. The contractor shall not allow his workmen to wear loose garments, like lungies, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
4. The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
5. Technically skilled and also safety-oriented supervisor should supervise the work at all time.
6. If any accident occurs, it should be informed to the concerned officer of TNPCL in writing by the concerned contractor immediately.
 - a) In case of any accidents/ injuries to the contract workers takes place due to non supply (or) Non –ISI standard safety equipments or due to careless working or due to improper handling of the equipment/ tools the same shall be at the risk and cost of the contractor only. TTPS will not be responsible in any way either legally or financially to the same and the contractor will have to pay compensation to his labourer in such cases.
7. For any safety violation and non-compliance of the statutory provisions and rules, the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.
 - a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
 - b) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition

suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

9. When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
10. No paint lead or lead products shall be used except in the form of paste or readymade paint. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :—
 - a) The load test certificate issued by the competent person should be produced to the concerned Field Engineer before commencement of work for contractors T&P like chain blocks, Wire ropes, slings and shackles.
 - b) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - c) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - d) Crane/ JCB/ Tower Crane and other lifting machines should be used with fitness certificate issued by the competent person.
12. The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
13. Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.
14. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
15. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
16. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
17. The Contractor is not exempted from the operation of any other Act or Rule in force.
18. The contractor shall indemnify TNPGL against all actions, suit, claim, compensation towards accidents/ death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF

scheme or any other statutory in force during the period of contract/ and to undertake steps properly to insure against any claims there under.

19. For any Safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TNF Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of TTPS is charged by the officials of the factories inspectorate with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the manager of TTPS will be discharged from liability under this Act, in respect of such offence.
20. The contractor is fully responsible for any compensation arising during execution of works and safety precautions have to be taken to avoid any accidents. In case of accidents the compensation have to be borne by the contractor. Deductions as necessary will be made the rules and regulations bill until the contractor arranges to settle the claim for accidents as per the rules and regulations of the workmen's compensation act.
21. As per the safety regulations, domestic LPG should never be used in place of DA Gas. If domestic LPG usage has been found, the awarded work will be suspended and penalty of Rs.500/- will be recovered from the contractors bill and the contract is liable for cancellation.
22. For lighting up gas cutting torches, the contractor should use only gas lighter and should not use unscientific methods or rope burning or wood burning or welding arc method. Back Fire Arrester should be provided in the cutting set.

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

1. The Contractor who take up works contract for TNPGL should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
2. The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TNPGL from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.
3. The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPGL is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TNPGL from all and against any claims under the aforesaid Act and the Rules, The contractors should also submit the copy of the migrant labour licence before executing the works.
4. Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
 - i. Name and situation of the work.
 - ii. Contractor's name and address.
 - iii. Particulars of the Department for which the work is undertaken
 - iv. Name and address of sub-contractors as and when they are appointed.
 - v. Commencement and probable duration of the work.

- vi. Number of workers employed and likely to be employed.
 - vii. 'fair wages' for different categories of workers.
 - viii. Number of hours of work which shall constitute a normal working day:-
 - ix. The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages
5. Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
 - a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
 - b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to
 - c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.
 6. Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment
 7. Employment Card: The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
 8. Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible
 9. Fines and deductions: Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;

- a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
10. Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars
- a) Full particulars of the labourers who met with accident.
 - b) Rate of Wages.
 - c) Sex.
 - d) Age.
 - e) EPF UAN number
 - f) ESI number
 - g) Aadhaar number
 - h) Nature of accident and cause of accident.
 - i) Time and date of accident.
 - j) Date and time when admitted in hospital
 - k) Date of discharge from the hospital
 - l) Period of treatment and result of treatment.
 - m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - n) Claim required to be paid under Workmen's compensation Act.
 - o) Date of payment of compensation.
 - p) Amount paid with details of the person to whom the same was paid.
 - q) Authority by whom the compensation was assessed
 - r) Remarks

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

11. Preservation of Registers: The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.
12. Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

13. Disposal of amounts recovered from the Contractor : The Engineer-in- Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.
14. Welfare Fund: All money that are recovered by the Engineer In- Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
15. Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.
16. Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in- Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time
17. Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding
18. Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof
19. The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
 - i) Muster Roll in Form – XXVI
 - ii) Register of Wages in Form – XXVII
 - iii) Register of overtime in Form – XVIII
 - iv) The contractor shall issue an photo identity card to his employees
20. Wages:-
 - a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamil nadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
 - b) The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the

wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.

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

D) Compliance of ESI Act 1948

1. The contractor who take up the works contract for TNPGL is required to comply with all the provisions stipulated to ESI Act 1948
2. The contractor should have a separate ESI main code number
3. The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
4. The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act
5. The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work
6. The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work
7. In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TNPGL has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL.
8. a) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
- b) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.
- c) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs.700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act

9. TNPGL will not reimburse the Employer contribution towards ESI under any circumstances.

E) Compliance of EPF& MP Act, 1952

1. The Contractor who take up works contract for TNPGL is required to comply with all the relevant provisions stipulated in the EPF & MP Act
2. The Contractor should have a separate EPF main code number
3. The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works
4. The contractor should submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act

5. The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organisation in order to claim the Bills for the respective works
6. The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work
7. In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TNPGL Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL
8. In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above, the EPF employer contribution will be restricted upto Rs.15,000/- only
9. **TNPGL will not reimburse the Employer contribution towards EPF under any circumstances.**

Note:

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

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

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

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

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

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

INSTRUCTION TO BIDDERS

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

SECTION – VII - FORMATS**SCHEDULE-A****PRICE****SPECIFICATION NO. CE/TTPS/SE/M.II/Specn.No.89/2026-27**

Name of work: TTPS – Mech.II - AHP – Unit 1, 2, 3, 4 & 5 ESP - Operation and maintenance of PDFAC system and wet sluice system including materials for the collection of 8,00,000 MT fly ash in Unit - I to V from the date of handing over of site

Period of work: One year from the date of taking over the site (or) upto the disposal of entire quantity of 8,00,000 MT.

Sl. No.	Description of work	Qty	Unit Price in INR per MT	GST per MT	Total in 800000 MT Including GST
1	Charges for Operation and Maintenance of PDFAC & Wet system consists of PLC, Switch gear panels, modules, breakers, transformer, Fly ash conveying air compressors, Instrument air compressors and Auxiliaries, PDFACS equipment, Wet system flushing apparatus & flushing water pipe lines in ESP area and renewal of fly ash conveying pipe lines from ESP to silo top including structural supports, Painting, Operation and Maintenance of silo compressors and its related equipments inclusive of loading fly ash vehicles round the clock, cleaning of unit silo and surrounding areas and silo approach road, cleaning of ESP and surrounding area, cleaning the trenches inside ESP, Charges for personal protective safety equipments, testing and certification of fitting tools & tackles license fees for pressure vessels and related pneumatic equipments & including all the required spares and consumables for the entire system of PDFACS of all the unit-1,2,3,4 & 5.	800000 MT	To be quoted in the BOQ		

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

Note

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

SIGNATURE:
NAME AND FULL ADDRESS:

DATE;
PLACE:

(SEAL)

SCHEDULE – B.**SPECIFICATION NO. CE/TTPS/SE/M.II/ Specn.No.89/2026-27****DEVIATION FROM TECHNICAL SPECIFICATION.**

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

SL. NO.	SECTION NO.	CLAUSE NO.	DEVIATION

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

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

SCHEDULE – C.**SPECIFICATION NO. CE/TTPS/SE/M.II/ Specn.No.89/2026-27****DEVIATION FROM COMMERCIAL TERMS**

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

SL. NO.	SECTION NO.	CLAUSE NO.	DEVIATION

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

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

SCHEDULE – D.**SPECIFICATION NO. CE/TTPS/SE/M.II/ Specn.No.89/2026-27****STATEMENT OF SUPPLY / ORDERS EXECUTED / UNDER EXECUTION SO FAR****DURING THE PAST YEARS AS ON THE TENDER OPENING DATE:**

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

NOTE: 1) Split up details such as price, may be enclosed separately.
 2) Attested Copies of orders received shall be enclosed.

COMPANY SEAL SIGNATURE:

NAME:

DESIGNATION:

DATE:

SCHEDULE – E

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

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

Dear Sir,

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

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

In accordance with the Security Deposit clause-9.0, Section-V, of the specification, we agree to furnish security Deposit in the form of DD/Bankers Cheque/Bank Guarantee to the extent of

3% of the Contract value (All-inclusive price) of each and every indent issued during the contract period. BG shall be valid / extended for the entire period of Work. Our company is not

a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

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

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

THIS DEED OF UNDERTAKING EXECUTED AT..... ON THIS
 THE.....DAY OF..... (MONTH) (YEAR) BY
 M/s.

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

TO AND IN FAVOUR OF..... THE TAMIL NADU POWER GENERATION CORPORATION LIMITED, a Body Corporate, incorporated under Companies Act 1956, having its office at TTPS, Tuticorin-628004, herein called the "TNPGL" (which expression shall where the context so admits mean and include its successors in office and Assigns.)

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

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

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

SIGNATURE OF THE TENDERER.

NAME :

DESIGNATION :

DATE :

COMPANY SEAL :

SCHEDULE-G**UNDERTAKING IN LIEU OF E.M.D.****To be submitted by the bidder in Non Judicial Stamp Paper of value not less than Rs.500/-**

(To be furnished along with the offer)

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

TO AND IN FAVOUR OF THE TAMIL NADU POWER GENERATION CORPORATION LIMITED, a Body Corporate, incorporated under Companies Act 1956, having its office at Tuticorin TPS, Tuticorin-628004, herein called the "TNPGL" (which expression shall where the context so admits mean and include its successors in office and Assigns.)

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

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

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

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

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said agreement the Tenderer hereby doth convenient 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 Tenderer has agreed to pay to the TNPGL Rs..... (Rupeesonly) in the event of:

- i) Withdrawing his tender before the expiry of 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 tenderer shall duly and faithfully observe and perform the conditions specified as above, then the above written undertaking shall be void, otherwise it shall remain in full force.

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

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

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

SIGNATURE

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY

IN THE PRESENCE OF WITNESSES:

1) Signature

Name & Address

2) Signature

Name & Address

*** **

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

This undertaking executed at on this..... (Date)..... (Month) (YEAR) 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 Generation and Distribution Corporation Limited, a Body Corporate, incorporated under Companies Act 1956, having its registered Office at NPKRR Maaligai, No.144, Anna Salai, Chennai - 600 002 herein after called the Purchaser (Which expression shall where the context so admits means and includes its successors in Office and assigns).

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

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

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

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

COMPANY SEAL:

SIGNATURE :
DESIGNATION :
COMPANY :
DATE :

WITNESSES:

1)

2)

SCHEDULE- I
TENDER ACCEPTANCE LETTER (e-tender)

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

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

Date:

To

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

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No: _____ **OPENING DUE ON .2026**

Name of Tender/Work:

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: **<https://tntenders.gov.in/nicgep/app>**
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security deposit clause of the General Condition, we agree to furnish security deposit to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

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

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

*** **

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

To

The Chief Engineer, TNPGL/TTPS.

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

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

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

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

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

Signature of bidder with Company Seal.

Note:

Bidder may strike out the para not applicable

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ANNEXURE-A

DRAFT AGREEMENT

Nature of the work :

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

_____ (with address).

Name of the Proprietor/
Partner/Director:

Father's Name :

Date of Birth/ Age :

Contact Number :

E-Mail ID :

PAN Number :

GST Number :

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

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

(iv) As a contractor of TNPGL,

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

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

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

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

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

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

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

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

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

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

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

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

Signature of the
Superintending Engineer.

Authorised Signatory
(Contractor)

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

Name of the Contractor :

EPF Main code number :

ESI Main code number :

Nature of the work :

Contract/K2 agreement No :

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

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

Date :

Place :

FORMAT – I
BANK GUARANTEE FOR EMD

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

Beneficiary:-----

Date:-----

Bank Guarantee No:_____

We have been informed that _____(insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated _____(insert date) (herein after called „the bid“) for the execution of "Spec. No.CE/TTPS/SE/M.II/No. _____/2026-27

at Tuticorin Thermal Power Station, Thoothukudi Dist., Tamil Nadu.

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

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

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

b) having been notified of the acceptance of its Bid by the Employer during the period of validity (i) fails or refuses to execute the Contract Form, if required, or ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

Signature

With seal of the Bank
(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)

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

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

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

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

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

FOR THIS DEED WITNESS AS FOLLOWS

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

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

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

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

3) The guarantee here in contained shall remain in force will the terms and conditions of the W.A.O.No dated the have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after the

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

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

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

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

Witnesses:

1.

2.

(Name and address in Block letters)

Signature with seal of the Bank

(Name in Block letters)

CHECK LIST**“Check List” on specific documents to be furnished in tender/ “Questionnaire” on particulars****1. EMD: Rs.4,42,500/-**

- | | | |
|----|--|--------------------------|
| a. | The e-receipt of payment of EMD through Online/BG. | ☐ |
| b. | The proof of exemption of EMD i.e SSI or NSIC/MSME/ Acknowledgment Part – II | ☐ |
| c. | Undertaking in lieu of EMD along with two witnesses | ☐ |
| d. | Bank Guarantee for EMD. | ☐ |

2. For BQR Requirement:

- | | | |
|----|---|--------------------------|
| a. | Manufacturer proof i.e ISO certification / License to manufacture / any other valid evidence for manufacturing. | ☐ |
| b. | Experience proof i.e Order copies. | ☐ |
| c. | End user certificate | ☐ |
| d. | Copy of Profit and Loss account for the year 2022-23 | ☐ |
| | Copy of Profit and Loss account for the year 2023-24 | ☐ |
| | Copy of Profit and Loss account for the year 2024-25 | ☐ |
| e. | Copy of Balance Sheet for the year 2022-23 | ☐ |
| | Copy of Balance Sheet for the year 2023-24 | ☐ |
| | Copy of Balance Sheet for the year 2024-25 | ☐ |
| f. | Attested copy of Annual Turn Over certified by practicing Chartered Accountant | ☐ |

4. Technical Bid

☐

5. Financial Bid

☐

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

☐

Note: All the boxes should be marked

Sd***
Chief Engineer/TTPS