

TAMIL NADU POWER GENERATION CORPORATION LIMITED (TNPGL)
METTUR THERMAL POWER STATION-I

Name of work: MTPS-I – BM – Unit-II – AOH - 2026-27 – Renewal / Reconditioning of various Saw tooth Expansion joints in FG ducts & Air ducts and other related works etc. in both "A & B" sides.

THROUGH E-TENDERING.

(Through NIC Platform)

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92 / 2026-27

OFFICE OF THE CHIEF ENGINEER / MTPS I
METTUR DAM-636 406
TAMIL NADU.

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

TAMIL NADU POWER GENERATION CORPORATION LIMITED (TNPGL)

METTUR THERMAL POWER STATION-I (4X210MW) / METTUR DAM – 6.

**SPECIFICATION NO.: CE / MTPS-I / SE / M-I / BM /OT. 92 / 2026-27
INVITATION FOR BID**

For and on behalf of TNPGL tenders are invited under E-Tender – Two part System for the following Work:

1) Tender Specification No.	CE / MTPS-I / SE / M-I / BM /OT. 92 / 2026-27
2) Name of the work	E-Tender for MTPS-I – BM – Unit-II – AOH - 2026-27 – Renewal / Reconditioning of various Saw tooth Expansion joints in FG ducts & Air ducts and other related works etc. in both “A & B” sides.
3) Description of work & Quantity	As per Schedule.
4) Method of Tender	Open E - Tender System – (Online :-Part I - Techno-Commercial Bid and Part II - Price Bid) Submission of Offer through web-site: https://www.tntenders.gov.in of NIC
5) (a) Earnest money Deposit (EMD)	Rs. 3,700/- (Rupees Three Thousand and Seven Hundred only) to the Common Pool Account in the Portal (M/s.New tender portal of GOTT is integrated with SBI Payment Gateway services for online collection of Tender Fee and EMD and automatic refund & settlement of EMD) Any other transaction made to TNPGL will not be accepted. Scanned copy of the E-receipt duly reflecting the UTR Number (or) E-Proc Reference Number (or) Bank Reference Number shall be uploaded
Or (b) Permanent EMD I) Rs.20,00,000/- (II) Rs.40,00,000/- (III) Rs.1,00,00,000/-	Permanent EMD Holders of Rs.20 Lakhs and above at TNPGL HQs can participate in this tender without paying separate EMD Tender Value Up to Rs. 10,00,00,000/- Up to Rs. 50,00,00,000/- All Tenders without monetary limit.
6) URL for online bid submission for e-tender	https://www.tntenders.gov.in/
7) View of Tender	28.09.2026
8) Last date for submission of EMD	12.10.2026 @ 12.00 Hours.

9) Date of closing of online e-tender for submission of Techno Commercial Bid & price Bid	12.10.2026 @ 14.00 Hrs
10)Date and time opening of tender electronically	13.10.2026 @ 09:00 Hrs
11) Price Bid Opening	Will be informed after the technical evaluation through NIC
12) Specification at website	The tender specification will be posted in (i)TNPGL website (www.tangedco.gov.in) (ii) NIC: https://www.tntenders.gov.in The Prospective bidders may download the same.
13) Document to be uploaded by the tender during e-Submission https://www.tntenders.gov.in/nicgep/app	Scanned Originals / Attested Scanned Copies of the following documents shall be uploaded with the Techno Commercial Tender Document Part I - Techno-Commercial Bid 1. Copy of e-receipt for EMD 2. Schedule 3. Proof for BQR 4. Job Specification 5. Terms and Conditions and Other documents whichever is applicable 6. Special Condition 7. EPF, ESI, PAN, GSTIN etc 8. Annexure A 9. Declaration form. 10. General statutory conditions. Part II – Price Bid (BOQ)
14) Clarification to be sought from	Superintending Engineer/Mechanical-I Mettur Thermal Power Station I Mettur Dam-636 406.
15) Place at which tenders will be opened	Office of the Superintending Engineer/ Mechanical-I Mettur Thermal Power Station I Mettur Dam-636 406.
16) BQR	The bidder should have executed any Replacement / Reconditioning works in Saw tooth expansion joints in Flue gas ducts or Air ducts with a single order value of more than Rs. 1.03 lakhs in any Public sector under taking / State Electricity Boards / any Thermal Power Station of Government Organizations (State or Central) in India. The bidder shall upload scanned original / attested copy of the work order in complete shape for the above during e-tender.

	Note: The Documentary proof for the above BQR shall be scanned and uploaded, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BQR criteria after tender opening, in the office of the Tender Inviting Authority.
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**Chief Engineer
Mettur Thermal Power Station-I
Mettur Dam – 636 406.**

TENDER SPECIFICATION

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT.92/ 2026-27

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SECTION-A
INSTRUCTION TO BIDDERS (Bid Submission)

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

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

A 1.0 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.

A 2.0 Registration:

- 2.1 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.
- 2.2 As part of the enrolment process, the bidders are required to choose a unique User name and assign a password for their accounts.
- 2.3 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.
- 2.4 Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (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.
- 2.5 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.
- 2.6 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.

A 3.0 Contact persons:

For queries related to registration and online bidding (NIC):

e-mail : support.etender@nic.in

Contact No.: 044 – 24466495 , 24902580 Extn.: 332 24917850

A 4.0 System Requirement:

- i. Operating System: Windows XP-SP3 & above
- ii. Internet browser: IE7 and above, Firefox ESR browser
- iii. Signing type: Digital Signature (class III)
- iv. JRE8
(Preferred file- Windows X-86 Offline) and above to be downloaded and installed in the system.

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

A 5.0 Searching for Tender Document:

- 5.0 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- 5.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 5.2 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.

A 6.0 Preparation Of Bids:

- 6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 6.2 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.
- 6.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. **One hardcopy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TNPGL after opening of the e-tender.**
- 6.4 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.

- 6.5 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.

A 7.0 Electronic Submission Of Bids:

- 7.1 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.
- 7.2 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.
- 7.3 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.4 Bidder has to select the payment option as **"online"** to pay the EMD amount to the Common Pool Account in the Portal. (M/s. New tender Portal of GOTN is integrated with SBI Payment Gateway services for online collection of Tender Fee and EMD and automatic refund & settlement of EMD)
- 7.5 The scanned copy of payment made through ONLINE towards EMD amount has to be uploaded.
- 7.6 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.

7.7 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.

7.8 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.

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

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

7.11 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.

7.12 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.

A 8.0 Late Bid:

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

A 9.0 Modification and withdrawal of bids:

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

9.2 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.

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

A 10.0 ASSISTANCE TO BIDDERS:

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

10.2 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 a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TNPGL and the successful bidder(s) subsequent to the bidding process.

SECTION B

EARNEST MONEY DEPOSIT

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92 / 2026-27

B.1 Tenderer should pay the specified amount towards Earnest Money Deposit as follows:

Earnest Money Deposit: **Rs. 3,700/-**-(Rupees Three Thousand and Seven Hundred only)

B.2 Procurement through <https://tntenders.gov.in> Earnest Money Deposit (EMD) can be submitted only by online payment through the portal or through electronic Bank Guarantee (e-BG) through the portal. Earnest Money Deposit (EMD) in the form of cash payment or physical form of bank guarantee shall not be accepted by the procuring entities

(i) With effect from 01.01.2026, for all procurement with a value of **more than Rs.10 crore**, e-BG submitted through the State e-procurement portal i.e., <https://tntenders.gov.in> will be the only acceptable form of bank guarantee for receiving Earnest Money Deposit (EMD).

(ii) With effect from 01.06.2026 **for all procurement irrespective of value**, e-BG submitted through the State e-procurement portal i.e., <https://tntenders.gov.in> will be the only acceptable form of bank guarantee for receiving Earnest Money Deposit (EMD).

Scanned copy of the E-receipt duly reflecting the UTR Number (or) E-Proc reference Number (or) Bank reference number shall be uploaded

B.3 The following categories of tenderers are exempted from payment of Earnest Money Deposit:

- a) Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate' or any other valid registration certificate/proof as notified by the Government of India in respect of the items manufactured by them for participation in the tenders floated by the Government Departments, State Public Sector Undertakings, Statutory Boards, Local Bodies, Co-operatives, Universities and Societies formed by the Government and whenever it is deemed necessary, the procuring entity may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors. Exemption of EMD will be permitted only if the registration pertains to the specific nature of work. **The micro & small enterprises having provisional registration certificate are not eligible for exemption.**
- b) Departments of the Government of Tamil Nadu.
- c) Undertakings and Corporations owned by the Government of Tamil Nadu.

NOTE:

- 1) An undertaking shall be furnished by the successful bidders that they would pay penalty an amount equivalent to Earnest Money Deposit/Security Deposit or an amount equal to the actual loss incurred by the procuring entities whichever is less in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.
- 2) The SSI units located outside the State of Tamilnadu are **NOT** eligible for exemption from payment of EMD against Udyam Registration Certificate even though registered in Udyam Portal for tendered items.
- 3) The bidders who are exempted from payment of EMD shall furnish an undertaking in lieu of EMD on a non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred Only) to pay an equal amount to EMD in case of non-fulfillment of the conditions stipulated in the Tender Specification/ contract.

B.4 The bidders should upload the audited attested copy of Profit and loss Account, balance sheet along with proof for exemption for Payment of EMD in order to ensure the SSI status of the firm based on investment held in plant & machinery for extending exemption from paying EMD.

In case the investment held by them in plant and machinery as per their financial statement of account exceeds Rs. 10 Crores, the General Manager, District industries centre concerned will be requested to verify the SSI Status of the firm. Till the receipt of confirmation from General Manager / District Industries Centre concerned, the exemption from paying EMD for SSI Units and price preference and purchase preference for domestic SSI shall not be extended.

B.5 The Earnest Money Deposit will be retained in the case of successful tenderer / tenders and will not carry any interest. It will be dealt with as provided in the tender. When the tender is accepted, the tenderer whose tender is under consideration shall attend the office of the Superintending Engineer/ M-I/ Mettur Thermal Power Station I on the date fixed by written intimation to him. If the tenderer fails to attend the office before the end of specified period, his tender will not be considered.

B.6 DOCUMENTS TO BE UPLOADED AS A PROOF OF ELIGIBILITY FOR EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT: (For Micro and small Enterprises located within the state of Tamil Nadu only

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

PEMD deposited on or after 03.12.2021 alone is eligible for EMD exemption in this tender and Successful tenderer who had participated in the tenders upon PEMD will have to remit the full

amount of security deposit required for individual contracts

- d) Certificate from Chartered Accountant for turn over value for the purpose of classification as per Notification No. S.O.2119 E Dated 26.06.2020 of Government of India, Ministry of MSME
- e) Certificate from Chartered Accountant for investment value in Plant and Machinery for the purpose of classification as per Notification No.S.O.2119 E Dated 26.06.2020 of Government of India, Ministry of MSME.
- f) The SSI units satisfying the composite criteria under reclassification notified by MSME with Udyam registration certificate for tendered item are only exempted from EMD payment

In the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract, consequent to such breach of contract to the effect, the tenderer have to pay as penalty an amount equivalent to EMD

B.7.Classification of Enterprises:

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

- (i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- (iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

B.8.Calculation of Turnover:

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

However, it is suggested to insist a certificate from 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.

B.9.Calculation of Investment:

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

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

- 1) The Earnest Money Deposit will be refunded to the unsuccessful tenderers automatically after

evaluation / Award of Contract through NIC.

- 2)** The Earnest Money Deposit will be retained in the case of successful tenderer / tenders and will not carry any interest. It will be dealt with as provided in the tender.

B.10 Conditions Liable for rejection of bids:

a) Tenders received without undertaking in lieu of exemption of EMD will be disqualified. Failure to submit undertaking in lieu of EMD in original as the bid opening is liable for rejection of offer.

b) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.

c) **Signature of witnesses should be affixed at the end of undertaking along with details of name, address and Phone Number.**

B.11 The following should be uploaded by the bidder during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.

- i) The e-receipt of payment of EMD through ONLINE.
- ii) The proof of exemption of EMD for Micro and Small Enterprises located **within the State of Tamil Nadu** with an undertaking in lieu of EMD in a non-judicial Stamp paper of value not less than Rs.500/- (Rupees Five Hundred only) in the form as per Annexure I.
- iii) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
- iv) The proof for permanent EMD

B.12 FORFEITURE OF EMD:

Having examined the tender specification together with the schedules attached, the bidder is deemed to accept to pay the amount equivalent to EMD, together with costs if any, in the events of non - fulfilment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited.

The EMD made by the tenderer shall be forfeited on failure of non-fulfillment by the contractor of any of the conditions below.

- (a) He withdraws his tender or backs out after acceptance.
- (b) He withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
- (c) He violates any of the provisions of these regulations contained herein.
- (d) He revises any of the terms quoted during the validity period.
- (e) 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 TNPGL.

PERMANENT EARNEST MONEY DEPOSIT SCHEME OF THE TAMIL NADU POWER GENERATION CORPORATION LIMITED (TNPGL) WAS OPERATED WITH THE FOLLOWING CONDITIONS.

1. THE DEPOSIT CANNOT BE WITHDRAWN BY THE TENDERERS WITHIN 3 YEARS FROM THE DATE OF DEPOSIT UNDER ANY CIRCUMSTANCES.
2. The deposit shall not carry any interest.
3. Sister concerns of the depositing firm are not entitled to quote on the basis of this EMD.
4. Quotation from the Branch Offices of the Depositor. Which are part and parcel of the firm, will however, be valid when quoted on the authority of this permanent earnest money deposit.
5. The Permanent Earnest Money Deposit will be in-operative once the depositor gives his application in writing for withdrawal of the deposit after the minimum period of 3 years.
6. The Permanent Earnest Money Deposit is susceptible of being forfeited in the circumstances enumerated in individual specifications.
7. The Permanent Earnest Money Deposit will be subject to forfeiture against any dues to the TNPGL from the Depositor.
8. The deposit is of a permanent nature and enables the depositor to quote against tenders floated by all the Tender Inviting Authorities of TNPGL. Hence, requests for withdrawal of the deposit AFTER THE MINIMUM PERIOD OF 3 YEARS can be complied with only after getting the clearance certificate from various offices of the Corporation. The depositors are therefore, advised that refund of deposit will take time and claims for interest for delay etc. will not be entertained.
9. Requests for refund should be made duly surrendering the original Cash receipt and registration certificate.
10. Any suit or legal proceedings arising under this Scheme shall not be instituted in any Court Save in the City Civil Court of Madras or the Court of Small Causes at Madras under any circumstances whatever, irrespective of the fact that cause of action might arise under the jurisdiction of some other court.
11. The amount of Permanent Earnest Money Deposit is subject to revision from time to time at the discretion of the Corporation.
12. Successful tenderers who had participated in the tenders upon PEMD will have to remit the full amount of Security Deposit required for individual contracts.

Or (b) Permanent EMD	Tender Value
(I) Rs.20,00,000/-	Up to Rs.10,00,00,000/-
(II) Rs.40,00,000/-	Up to Rs.50,00,00,000/-
(III) Rs.1,00,00,000/-	All tenders exceeding Rs.50,00,00,000/-

:: SECTION C ::
BID QUALIFICATION REQUIREMENT

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

Name of work: MTPS-I – BM – Unit-II – AOH - 2026-27 – Renewal / Reconditioning of various Saw tooth Expansion joints in FG ducts & Air ducts and other related works etc. in both "A & B" sides.

BID QUALIFICATION REQUIREMENT

The bidder should have executed any Replacement / Reconditioning works in Saw tooth expansion joints in Flue gas ducts or Air ducts with a single order value of more than **Rs. 1.03 lakhs** in any Public sector under taking / State Electricity Boards / any Thermal Power Station of Government Organizations (State or Central) in India. The bidder shall upload scanned original / attested copy of the work order in complete shape for the above during e-tender.

Note: The Documentary proof for the above BQR shall be scanned and uploaded, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BQR criteria after tender opening, in the office of the Tender Inviting Authority.

Superintending Engineer / Mechanical-I
MTPS-I /Mettur Dam- 636406.

:: SECTION D ::
TENDER SCHEDULE
SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

Name of the work: MTPS-I – BM – Unit-II – AOH - 2026-27 – Renewal / Reconditioning of various
Saw tooth Expansion joints in FG ducts & Air ducts and other related works etc.
in both "A & B" sides.

PERIOD OF WORK: 25 Days (20 Days for shut down works and 5 Days for pre & post shut down works.)

SCHEDULE

Sl. No	Qty.	Description of work	Unit Rate (Rs. in Fig & words)
1.	20 Mtrs	Charges for renewal / Reconditioning of expansion joints of style 01/02 of size 1837X1735 at Hot PA outlet , style 02 of size 2654 x 2425 mm at ESP inlet duct including drawal of materials and devolution of scrap at Central stores.	
2.	20 Mtrs	Charges for renewal / Reconditioning of expansion joints of style 04 / style 03 of size 2425x4482 in FG duct 45 deg slope area and size of 3060 x 3593 in FG duct near first Guide vane including drawal of materials and devolution of scrap at Central stores.	
3.	5 Sets	Cutting gas	
4.	59 Kgs	Welding Rod	
5.	LS	Consumable Charges for S.No.1 to 2.	

(Rate should be quoted inclusive of all. The EPF and ESI will not be reimbursed. However the documentary evidence for having remitted EPF & ESI at actual has to be submitted along with invoice and declaration as per Annexure –A)

Put a tick mark ✓ In the appropriate Box

PAN NO
GST NO

(i)Percentage of GST (For bidders within TN)

SGST

CGST

(ii) Percentage of GST (For bidders outside TN)

EPF and ESI:

EPF Main Code No:

ESI Main Code No:

I agree to abide by the terms and conditions of the above specification.

NOTE: While quoting the rates, the bidder shall indicate the HSN/ SAC code as per GST Act.

Place :

Date :

SIGNATURE OF THE TENDERER
NAME WITH ADDRESS

:: SECTION E ::

JOB SPECIFICATION

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

Name of work: MTPS-I – BM – Unit-II – AOH - 2026-27 – Renewal / Reconditioning of various Saw tooth Expansion joints in FG ducts & Air ducts and other related works etc. in both "A & B" sides.

period of work: 25 Days (20 Days for shut down works and 5 Days for pre & post shut down works.)

1. Renewal / Reconditioning of expansion joints of style 01/02 of size 1837X1735 at Hot PA outlet , style 02 of size 2654 x 2425 mm at ESP inlet duct including drawal of materials and devolution of scrap at Central stores.
2. Renewal / Reconditioning of expansion joints of style 04 / style 03 of size 2425x4482 in FG duct 45 deg slope area and size of 3060 x 3593 in FG duct near first Guide vane including drawal of materials and devolution of scrap at Central stores.
3. Welding electrodes, Cutting gas and all other consumables and T&Ps required for the work should be brought by the contractor.

SECTION-F
SPECIAL CONDITIONS

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

Name of work : MTPS-I – BM – Unit-II – AOH - 2026-27 – Renewal / Reconditioning of various Saw tooth Expansion joints in FG ducts & Air ducts and other related works etc. in both "A & B" sides.

PERIOD OF WORK: 25 Days (20 Days for shut down works and 5 Days for pre & post shut down works.)

Work:

- ★ The work should be done carefully and without hindrance to other agencies/ TNPGL who are in the work in the area.
- ★ For any damage /misusing or theft to the TNPGL equipment during work the contractor will be solely responsible and the loss due to this should be borne by the contractor.
- ★ If the contractor does not carry out the work to the entire satisfaction of the Engineer in charge the contractor will be liable for termination without assigning any reasons there for.
- ★ The tenderer should inspect the equipment and take out a thorough assessment of the nature of the work and satisfy himself before quoting. Any representation at a later date under any circumstances on any account will not be entertained.
- ★ Based on the actual works undertaken, the bill will be claimed and paid.
- ★ The work should be carried out continuously according to site condition and completed within a period as per the agreement and as directed by the Engineer in charge of work.
- ★ Any modification (or) alteration required in the existing arrangement should be at contractor scope.
- ★ If the contractor fails to complete the work/discontinue, TNPGL will carry out the work by engaging the other suitable agencies. The loss or inconvenience in connection with above work will be recovered from the default contractor.
- ★ The required quantity of consumables has to be supplied by the contractor as per the direction of Engineer in-charge.
- ★ The special welding electrode E7018 or equivalent should be used for welding purpose as per the instruction of Engineer in-charge.

Labour:

- ★ The contractor has to arrange for the skilled workmen required for the work. The skilled man should be present during works.
- ★ The contractor should engage sufficient quantity of skilled and unskilled labours for the completion of entire work.
- ★ Drawal and devolution of retrieved scrap materials is connected to the concern work under the contractor scope.
- ★ The contractor should have one supervisor at site during working hours.
- ★ The workmen engaged by the contractor should be physically fit and shall have good experience in this type of work.
- ★ During replacement of spares, genuineness of spares will be ascertained by the concerned field engineer and installation of spares will be allowed after getting the approval of the concerned field engineer.
- ★ **The Contract will be terminated,**
 1. **If the workmen engaged by the contractors involve in strike/ any work stoppage caused by mass refusal/ any unlawful activities which interrupts the works and smooth functioning of MTPS I.**
 2. **The photography and videography inside the premises is STRICTLY PROHIBITED.**

Safety:

- ★ Safety precautions should be adopted strictly during the work and in the work area.
- ★ The area should be cleaned after completion of work.
- ★ The contractor should adhere to all safety precautions and statutory provisions for the workmen and necessary group insurance should be taken for them. The TNPGL cannot be held responsible for any accidents due to the carelessness of the worker. Mettur TPS-I will not be responsible in any way either legal or financial to the same. The contractor will have to pay compensation to such cases.
- ★ Insurance policy should be submitted to the concerned Engineer for verification In-charge of Mettur TPS-I well before commencing the work.
- ★ Only 24V-hand lamp should be used for internal works. Floodlights, if required has to be arranged by the contractor.
- ★ Every portable electrical tool to be used should be with three pin plug and three wire system, only to avoid electrical shock during work. Proper earthing should be checked both at supply and at tool before commencement of the work.

EPF &ESI :

- ★ The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF& ESI Act in respect of the execution of the Tendered work.
- ★ The workers engaged by the contractor should have EPF – UAN.
- ★ The contractor should have registered with PMRPY Scheme with EPFO to avail the benefits and employer contribution in respect of EPF will be availed from PMRPY
- ★ The contractor shall produce the proof of payment of contributions - both Employer's and Employee's contributions made to the ESI corporation and the employee contribution to EPFO in order to claim the bills for the respective work at MTPS I
- ★ An undertaking as specified in Annexure-A should be furnished by the contractor to ensure the remittance of EPF&ESI, Employee and employer contribution for the respective works while claiming the bills.
- ★ The contractor have to obtain the statutory compliance certification for the work contracts from the service providers and should be submitted along with the bills.

Insurance:

- ★ All the workers should be insured against accident. The TNPGL will not be responsible for any compensation in the event of accident etc
- ★ The Contractor should ensure appropriate Insurance coverage under ESI for all the Persons engaged for the work. An Undertaking shall be furnished in case of ESI before commencement of work.

T&P:

- ★ The contractor has to arrange for all necessary tools and plant required for entire work as per the direction of Engineer in-charge.

PLASTIC FREE ZONE:

- ★ MTPS-I is plastic free zone. Hence, the tenderer is requested not to carry any plastic materials inside the plant premises and also the contractors are responsible to maintain the plastic free environment at their respective work place and if any plastic material is found at or around their work spot, suitable penalty will be imposed to the concerned agency.

SECTION-G
TERMS AND CONDITIONS

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

G.1.0 RATES:

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

The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed onto TNPGL while quoting the price, as rebate in the price in the format prescribed

- **Denial of ITC Claim:** Invoice is an essential document for TNPGL to avail Input Tax Credit (ITC). TNPGL cannot avail input tax credit from suppliers whose Turnover exceeds Rs.5 Crores without an e-invoice or e-invoiced debit note or e-invoiced credit note. Now as per the advisory, suppliers having annual turnover of Rs.100 crore and above, the e-invoice has to be created within 7 days of issue of Invoice/ Credit Note/ Debit Note. If the supplies/ contractors turnover not exceeds Rs.5 Crores, or the value declared by GoI time to time, the same has to be certified by the chartered accountant.

- The Suppliers/ Contractors, whose annual turnover exceeds Rs.5 Crores to raise e-invoice, so that TNPGL could avail Input Tax Credit under GST. E-Invoice is a system in which B2B invoice are authenticated electronically by GSTIN 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). In case bidders specifies ITC benefit under GST as NIL, supporting certificate from chartered accountant has to be furnished.

G.2.0: ACCEPTANCE AND AGREEMENT

The fact of submission of a Tender to the TNPGL shall be deemed to constitute agreement between the tenderers and the TNPGL whereby such tender shall remain open for acceptance by the TNPGL. If the tenderer be notified that his tender is accepted by the TNPGL, he shall be bound by the terms of the Agreement constituted by the tender and such acceptance thereof by the TNPGL throughout the Period of contract. The acceptance letter issued with the agreed terms, there in shall form the document of contract. After receipt of acceptance order the contractor shall execute necessary agreement in the prescribed form within the time specified in acceptance order. The stamp duty payable to this agreement is of the value of Rs 500/-, which should be borne by the successful tenderer. The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfillment of the contract in the office of the

Superintending Engineer concerned of the work. Failure to enter into the required agreement as defined in this paragraph shall entail for forfeiture of the Earnest Money Deposit paid. The work face value of the agreement will only be limited to the finalized work. It is not binding that the TNPGL should allow the contractor to complete the work up to the face value of the agreement.

G.3.0 SECURITY DEPOSIT/ SECURITY DEPOSIT CUM PG.

G.3.1 When a tender is to be accepted, the contractor shall forthwith upon intimation being given to him of acceptance of his tender by the TNPGL must furnish Security Deposit for an amount equal to 5% of the contract value (including the EMD already paid) which can be remitted by way of

1. NEFT/RTGS only towards payment of Security Deposit for the value up to Rs.10 Lakhs and
2. NEFT/RTGS/ Irrevocable Bank guarantee towards payment of Security Deposit in case the total contract value exceeds Rs.10 Lakhs drawn in favour of FC/MTPS-I (Account No: 7808805645 - Name of Bank Indian Bank., Mettur dam, IFSC Code: IDIB000M034) payable at Mettur dam or an Irrevocable Bank guarantee in non-judicial stamp paper of value Rs.500/- from any Nationalized Bank or Scheduled Bank covering the Guarantee period towards payment of Security Deposit cum Performance Guarantee in case the Contract value exceeds Rs.10 Lakhs. The validity period of the above Bank Guarantee should be extended suitably to cover the additional guarantee period in case of repairing the defects/failures within guarantee period as per the guarantee clause.

The combined SD cum PG furnished as above will be refunded/returned to the supplier only **after the expiry of guarantee period** stipulated after ensuring that defects/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 TNPGL, then TNPGL will in addition to such other dues that he shall have under the law, appropriate the whole or part of the combined SD cum PG and such amount that is appropriated will not be refunded to the supplier.

The EMD paid by the tenderer will be adjusted in SD. The Security Deposit shall be paid within 15 days from the date of receipt of acceptance letter. If the tenderer fails to pay the Security Deposit within stipulated period, the acceptance letter may be cancelled together with forfeiture of E.M.D. The belated payment of security deposit may be accepted with a penal interest at 12% per annum for the delayed period.

G.3.2 This Security Deposit together with the Earnest Money Deposit shall be retained as Security for the due fulfillment of the contract. Earnest Money Deposit and Security Deposit will not bear any interest.

G.3.3 The Security Deposit / EMD are refundable only after the satisfactory completion of the Work in all respects. The Earnest Money Deposit made by Tenderer shall be retained as security for the due fulfillment of the agreement. Such deposit or deduction or any portion thereof may, at

the discretion of the competent authority, be **forfeited** on failure of non-fulfillment by the contractor of any of the conditions below.

- (a) He **withdraws** his tender or backs out **after acceptance**.
- (b) He withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
- (c) He violates any of the provisions of these regulations contained herein.
- (d) He revises any of the terms quoted during the validity period.
- (e) 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 TNPGL, TANTRANSCO and TNEB Ltd.

G.4.0 LIQUIDATED DAMAGES:

If the contractor fails in the due performance of this contract within the time fixed by the contract (or) any extension thereof, and contractor is liable, at the discretion of the Engineer to levy of Liquidated damages for the delay in execution, which shall be at half percent (0.5%) of the contract price of the delayed portion, for each completed week of delay, reckoned on the contract value of such portion only of the work as cannot in consequence of the delay be used commercially and efficiently during each month between the appointed or extended time as the case may be and full satisfaction of the contractor's liability for delay but shall not in any case exceed 10% of the contract value of such portion of the work.

G.4.1 However, in respect of contracts where supplies effected in part or works executed in part could not be beneficially used by the TNPGL (Due to such incomplete supplies/execution) liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion.

G.4.2 The contractor is liable to pay to the TNPGL, in addition to liquidated damages for delay, the actual difference in price wherever the TNPGL orders, the delayed quantity to be supplied/executed by other agencies at a higher rate.

G.4.3 Tenderers not giving clear and specific acceptance to the above clauses is liable to be rejected.

G.4.4) The penalty, if any, will be recovered from any amount due to the contractor either in this Purchase order/contract or any other Purchase order/contract placed on him, including SD, Retention amount, Balance amount etc

G.5.0 QUANTITY, DISCREPANCIES BETWEEN DRAWING AND SPECIFICATION:

Quantity of the work for all/ every item of schedule will be as per the accepted schedule. It is to be expressly understood, that the measured work is to be taken (As per custom or practice in vogue) according to the actual quantities placed and finished as per the drawings or as per measurement or weight at the respective prices without any additional charges for any

necessary or contingent works connected there with. The rates quoted should be inclusive of such works and complete in every aspect. Should thereby any discrepancy between the specifications and/or schedule of prices and/ or drawings or any inconsistency, error or omission in either of them, reference must be made to the ENGINEER an explanation and the contractor will be held responsible for any errors that may occur in the work through neglect of this precaution. The explanation of the Engineer shall be final and binding on the CONTRACTOR

G.6.0. PERIOD OF COMPLETION OF WORK:

- G.6.1. The period of completion of work will be **as specified in the Tender Specification** from the date of handing over of site by TNPGL including all Sundays and Holidays declared by Government of Tamil Nadu. The work has to be carried out beyond office hours (i.e. before or after office hours), if required and approved by Site Engineer.
- G.6.2 If the contractor fails to maintain the stipulated time of completion as specified in the schedule, he shall be liable to pay liquidated damages. It shall be clearly understood that failure to meet the completion dates and/or slow progress of work they shall also attract penalty as per General conditions of contract.
- G.6.3 **DEFAULT:** The defaulting contractors should be made liable to pay to the TNPGL, in addition to Liquidated damages for delay, the actual difference in price, wherever TNPGL orders the delayed quantity to be executed by other agencies at a higher rate.
- G.6.4 **LOSS OR INCONVENIENCE:** If the contractor has failed to complete the work / discontinue, the work will be carried out by engaging other suitable agencies by TNPGL. The loss or inconvenience in connection with the above work will be recovered from the default contractor.

G.7.0 TERMS OF PAYMENT:

- G.7.1 95% payment will be made with time period of 90 days from the date of completion of works as the case may be. In the event of TNPGL failing to keep the stipulated time frame for releasing payment, simple interest for the delayed period beyond 90 days for completed portion of work/ Unit of work shall be paid by TNPGL to the vendors at the SBI three months MCLR rate for the delayed period beyond 90 days. Balance 5% withheld amount will be paid together with security deposit on satisfactory completion of work in all respects and submission of all the required documents provided that there is no recovery or forfeiture of any amount from the contractor. The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the time of signing of agreement and in the cases where no agreement is signed, only P.O/WCT is issued, the date of the P.O/WCT shall be taken as base date to ascertain the interest rate
- G.7.2 It shall be noted that no advance payment will be made by the TNPGL for any part of the contract under any circumstances even if the contractor is a Government body.

- G.7.3 Payment will be made by RTGS/ NEFT on any of the commercial banks or their Branches in TamilNadu as may be decided by the TNPGL from time to time, Exchange Commission, if any it will be to the account of the successful tenderer.
- G.7.4 Payments will not be made for equipment /materials damaged during transit. All defective materials shall be replaced by the supplier free of charge
- G.7.5 The Earnest Money Deposit and the security deposit amount collected will be released after the final bill is audited by the audit section.
- G.7.6 **FINAL BILL:** It shall be accepted as a condition of the contract that the payment of final bill of the contractor will be made after deducting the amounts to be withheld by the TNPGL at any cause and his acceptance thereof shall constitute a full and absolute release of the TNPGL from all further claims by the contractor under this contract.
- G.7.7 The royalty and seignior age charges whenever payable shall be paid by the contractor and the final rates include this also.
- G.7.8 Exchange commission for the issue of Bank Draft and other Bank charges will be to the account of the supplier

G 8.0 Goods and Services Tax [GST]

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 Tamilnadu, IGST shall apply.

- 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 is to be borne by the final consumer. GST has been rolled out w.e.f 01.07.2017, across India.
- ii. The GST to be levied by the Centre on intra-State supply of goods and/or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.
- iii. Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria is set at Rs.10 lakhs. In simple words. Every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs.20 lakh/ 10Lakh 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 TNPGL web portal. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digit represent the state code and another 10 digit represent the PA Number of the client, one digit represent the entity code (Like proprietor ship or partnership etc), one digit is blank and last one is represent check digit.
- v. Transaction Value: The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec15 (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.
- vi. Composition Scheme: Composition scheme specifies that registered person whose turn over 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;
 - * he is not engaged in making any supply of goods which are not livable 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.
- vii. Supply of Service and Goods: When there is a combined supply of many goods/ services, it has to be determined whether it is a Composite supply or mixed supply of goods or services
- (a) COMPOSITE SUPPLY: A composite supply is the one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight—the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.

(b) MIXED SUPPLY: A mixed supply is where the goods or services or the combination there of 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.

viii) 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.

ix) The TNPGL has been registered as a dealer under GST Act 2017(Regn No. 33AAKCT7598K1ZI). In case of delayed delivery, the GST prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

It is the responsibility of the tenderer to make sure about the correct rates of duty livable on the material at the time of tender opening. 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.

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

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

G.9.0 INCOME TAX

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

G.10.0 BOGUS DOCUMENTS:

In the event of the documents furnished with the offer being **found to be bogus** or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to **blacklisting** them for future tenders/ contracts in TNPGL.

G.11.0. LIABILITY FOR ACCIDENT TO PERSONS:

The attention of the tenderer is also drawn to the preliminary specification M.D.S.S. in

particular to clause 45 (b) dealing with accidents. It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employees against any accident from any cause and he shall indemnify the TNPGL against any claims for damages or injury to persons or property resulting from any such accidents and shall bear the provision of the workmen's compensation act. Take steps, properly to insure against any claims there under by way of accidents, risk insurance for all purpose of relief. Failing which, the contractor will be responsible to meet the compensation awarded under the said act. The indemnity bond shall be executed in Rs. 500/- stamp paper.

G.11.1 SPECIAL SAFETY CONDITIONS:

The contractor and his men should strictly observe all the rules relating to the work issued from time to time and the same will be binding on the part of the contractor.

1) All the works have to be executed only in the presence of supervisors engaged by the contractor as well as the department personal.

2) 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 gloves, ear plug, ear muff, welding screen, fall net etc., depending upon working condition and nature of job / work should be supplied by the contractors to their workmen and to be ensured for proper usage by their workers without fail.

3) Proper welding machines with accessories, good & sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials etc., should be used wherever necessary. Proper earthing shall be provided wherever necessary.

4) 24 volt hand lamp should be used while attending works in the confined spaces like inside the boiler, mill, duct, transformer, tunnel, tank, trench etc.

5) The contractor shall not allow his workmen to wear loose garments, like lungies, dhotis, watches, loose jewels and bangles etc., while at work and smoke cigarette, beedies etc., inside the power house premises.

6) The contractor shall ensure that his workmen to wear tight full pant and workwomen to wear overcoat while at work inside the power house premises.

7) No workmen below the age of 18 year should be engaged by the contractor for any works and no women workers shall be allowed to work in night hours except between the hours of 6 A.M and 7 P.M inside MTPS-I.

8) 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.

9) More care has to be taken during the execution of works at higher elevations, and confined spaces.

10) Any job, carried out at higher elevation above 2 meter, workers should wear safety belt.

11) The contract workmen should not open the fire hydrants for taking bath etc.

12) The contract workmen should not open the service air line for cleaning body.

13) EPF and ESI coverage should be taken for each & every contract worker, while attending any work in the plant.

14) No compensation will be paid by TNPGL on account of any accident to men (or) loss of materials. Any accident occurred should be reported to the officer in charge immediately in the prescribed format in accordance with the Factories act, 1948.

15) The contractor shall indemnify TNPGL against all actions, suits, claims, compensation towards accidents/death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law or under the workmen compensation Act 1923, or any other statutory in force during the period of contract and to undertake steps properly to insure against any claims there under.

16) On the occurrence of accident which may result in the death of any workman employed by the contractor or which is due to the contract work and so serious as to be likely to be result in the death of any such workman, the contractor shall intimate within 24 hours of happening of such accident in writing the fact of such accident to the Superintending Engineer/ Operation, MTPS-I, who is the Factory manager and such officers required by the provision of the workmen compensation Act or any other statutory in force. The contractor shall indemnify resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any payable by TNPGL as a consequence of Tamil Nadu Power Generation Corporation Limited's failure to give notice under the provision of the said act or other wise to confirm the provision of such act in regard to such accident.

17) In the event of accident of which compensation may become payable under workman compensation act VII of 1923 and subsequent amendment thereof or any other statutory in force whether by the contractor or by the Tamil Nadu Power Generation Corporation Limited's as principal employer, it shall be lawful for the Superintending Engineer to retain out of the money due and payable to the contractor such sum or sum of money as may be in his opinion be sufficient to meet such liability.

18) The contractor should furnish the copies of FIR, Post mortem report in case of fatal accidents and Medical fitness certificates in case of non fatal accidents immediately. The contractor should furnish proof for having paid the compensation as fixed by the Deputy Commissioner of Labour in accordance with the provisions of the Workmen compensation act or any other statutory in force.

19) The contractor shall possess valid Labour License in accordance with the Contract Labour act 1970 and the interstate migrant workmen act 1979. The contractor shall not engage workers exceeding the maximum number of workmen specified in the Licence.

20) For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TN Factory Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the

contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of MTPS-I is charged by the officials of the Factories Inspectorate with offence punishable under the Factories Act 1948 and TN Factory Rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the Occupier and the Manager of MTPS-I will be discharged from liability under this Act, in respect of such offence.

G.11.2 FIRST AID:

At the work site there shall be maintained a readily accessible place for first aid, applicable medicines including adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charges of a responsible person who shall be readily available during working hours.

G.11.3 LABOUR LAW:

The contractor should fulfill strictly all the conditions as stipulated in the contract labour (R&A) act 1970 and the rules 1975 made there under and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983.

G.11.3.1) The Contractor who desires to take up works contracts for TNPGL/TANTRANSCO should deploy 20 or more workmen on a day of emergency (or) in necessity.

G.11.3.2) The Contractors shall comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TNPGL/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour license before executing the works.

G.11.3.3) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPGL/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TNPGL/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the migrant labour license before executing the works.

G.11.3.4) The contract shall be terminated if the contractor fails to obtain a license under section 12 of the contract labour (R&A) Act 1970 within 10 days of award of contract. The contractors are advised to maintain the records as per section 78 of contract labour (R&A) rules 1971 in respect of each work for which labours are engaged as detailed below:

1. Muster roll in form –XVI.
2. Register of wages in form –XVII
3. Register of overtime in form – XVIII

4. Every contractor should ensure that all the workers engaged by the contractors are paid the minimum wages as per the PWD schedule of rates.
5. Every contractor should pay the wages before expiry of seventh day as per section 66 and shall issue wage slip in Form XIX to workmen as per section 78 (b).
6. Every contractor shall issue a photo identity card in form – 25C as per rule 103-C and time card in 25 B as per section 103-B of Tamilnadu Factories rules 1950.
7. The tenders of the tenderer / tenderers who do not follow the Minimum wages as contemplated in point 4. above will be summarily rejected.

G.12.0 LIABILITY FOR DAMAGE TO WORKS OR PLANTS:

- G.12.1 The CONTRACTOR shall during the progress of the work properly cover-up and protect the work and plant from damage by exposure to the weather, and shall take every reasonable proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same be or be occasioned by the acts or omissions of the CONTRACTOR or his workmen or his sub-contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the CONTRACTOR and to the reasonable satisfaction of the ENGINEER. Should such loss or damage happen to units of works or plant or materials falling outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the CONTRACTOR to the satisfaction of ENGINEER.
- G.12.2 In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the TNPGL, be made good by the CONTRACTOR in like manner but at the cost of the TNPGL at a price to be agreed between the contractor and the TNPGL and the TNPGL shall pay to the CONTRACTOR the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be. Until the work shall be deemed to be taken over as aforesaid, the CONTRACTOR shall also be liable for and shall indemnify the TNPGL in respect of all damage or injury to any person or to any property of the TNPGL or of others occasioned by Act of the CONTRACTOR or his work men or his sub-contractors or by defective design, work or material but not due to cause beyond his reasonable control.
- G.12.3 Provided that the CONTRACTOR shall not be eligible under the contract for any loss or profit or loss of contracts or any claims made against the TNPGL not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the TNPGL or of others (save as to damage by fire, as herein after provided) due to the circumstances over which the CONTRACTOR has not control nor shall his total liability for loss, damage or injury exceed the total value of the contract.
- G.12.4 The contractor is not eligible for any compensation whatsoever for delay in supply of

department materials or due to any other cause or due to inadequate works for his labour or suspension of work.

G.13.0 POWER FOR ENGINEER TO DECIDE ORDER OF WORKS:

The CONTRACTOR shall commence execution at such parts of the site and in such order as the ENGINEER shall decide in writing. The Engineer may from time to time by direction in writing without in anyway vitiating this contract, alter the order of the works of any part thereof at such time, or times as the ENGINEER may deem desirable and the CONTRACTOR shall after receiving such direction proceed in the order as directed.

G.14.0 SUSPENSION OF WORK:

The ENGINEER may from time to time by direction in writing for any valid reasons, without in any way vitiating this contract, direct the CONTRACTORS to suspend the work or any part thereof at such time or times and for so long as the ENGINEER may deem desirable, and the CONTRACTOR shall not, after receiving such written notice, proceed with the works there in ordered to be suspended, until he shall have received written notice or authority to the effect from the ENGINEER.

The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of the suspension of works as aforesaid.

G.15.0 IDLE LABOUR:

E.15.1. No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failure or any causes beyond the control of the TNPGL and for pre-arranged shutdowns in electricity supply for which prior notice may be given.

E.15.2. The contractor shall maintain **Attendance Register** for their employees as prescribed therein as per Factories Act 1948 and revised Act 1987 & Tamil Nadu Factories Rules 1950, failing which their Registration as a contractor for works will be liable for cancellation.

G.16.0.INSPECTION OF WORKS:

The ENGINEER or his duly authorized agent shall have all times full power to inspect the work wherever in progress either onsite or the CONTRACTOR'S premises or at the premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers of documents relating to the works including materials used on works shall be kept open to the inspection of the TNPGL or his authorized representative when so called for in writing.

G.17.0.REMOVAL OF IMPERFECT WORK:

If, it shall appear that work has been executed with unsound imperfect or unskilled workmanship, or with materials of an imperfect or any inferior quality or otherwise not in accordance with the contract documents, the contractor shall at his own cost rectify, reform,

remove or reconstruct the same, either in the whole or in part, as may be directed by the Engineer whether or not the value of any such work of materials shall have been included in any payment made in the contractor.

G.18.0.TOOLS AND PLANTS FOR THE EXECUTION OF THE CONTRACT:

- a) For TNPGL's tools and plants, machinery, equipment and materials that are lent or supplied to the contractor by the department on hire basis for executing the TNPGL's works, such articles so lent or hired to the contractor shall be returned in good serviceable condition to the department. If any damage or shortage caused to such articles by the contractor in the course of their use in the work, the cost as may be determined by the Deputy Chief Chemist for rectification or damage or shortage so caused shall be recovered from the contractors then and there.
- b) In the case of hire of TNPGL's tools and plants machinery, equipments, materials etc. that are lent to contractor during TNPGL work on hire basis, the hire charges will be recovered on the approved rates for these materials and machinery hired to the contractors then and there. If there is no approved rates for these materials and machinery hired to the contractors, a tentative rate will be worked out as per prevailing rates and condition of the TNPGL and recoveries will be made from the contractor then and there, till approval rates are received.
- c) If there is any variation between the rates fixed tentatively and approved, Department has every power to recover or refund the balance of the amount from or to the contractor. The materials required for the work will be issued to the contractor at the central stores or section office and the transport from and to the work spot including loading and unloading, stacking etc, will have to be done by the contractor at his expense. Issue of materials to the contractor will be through 'T' Note and details with quantities of materials should be written on the 'T' Note and acknowledgement of the contractor should be obtained on them. Materials not used for the works and the materials retrieved from the works shall be returned by the contractor on his own arrangements at the section office or central stores as directed by the Engineer in charge. The materials other than those supplied departmentally for erection should be brought in by the contractor only after acceptance of the competent authority.

G.19.0 CLEANING OF THE SITE:

Upon completion of the work, the CONTRACTOR SHALL remove from the vicinity of the work all plant, buildings, rubbish unused materials, concrete forms and other materials, belonging to him or used under his discretion, during construction and in the event of his failure to do so, the same will be removed by the TNPGL, and the relevant expenditure recovered from the CONTRACTOR.

G.20.0. EMPLOYMENT OF TECHNICAL STAFF:

The CONTRACTORS who themselves are professionally qualified should undertake to employ qualified technical men at their cost to look after the work. The CONTRACTOR should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required to be always at the site during working hours personally checking all items of work and paying extra attention to such works as may demand special attention.

G.21.0. QUALITY OF WORK :

The work should be carried out strictly in accordance to the specification contained in the schedule under each item of work.

The contractor should not use DOMESTIC LPG cylinders for cutting or welding or heating purposes at MTPS-I site works, failing which their contract is liable for cancellation without any prior intimation / prejudice to the terms and conditions of the contract. IDLE TIME CHARGES FOR ANY REASONS WHATSOEVER SHALL NOT BE ENTERTAINED BY THE TNPGL.

G.22.0 TERMINATION OF CONTRACT FOR CONTINUED SLOW PROGRESS

If the rate of progress of work at any time is found slow to ensure completion of work within the contract period the Engineer will notify the contractor to this effect in writing thereupon. If the contractor fails to do any such work to improve the progress of work the TNPGL shall have the right to terminate the contract after giving 7 days notice and execute the balance work through departmentally or by employing other agency.

In the event of such termination of contract in addition to forfeiture of E.M.D. and S.D. amount paid by the contractor, TNPGL shall have the right to claim as liquidated damages, the excess expenditure incurred in employing other of these agencies and or departmental labour on the basis of actual payment of these agencies and on departmental labour together with overhead, if any as per TNPGL regulations.

G.23.0 QUALITY OF MATERIALS:

- i) All the materials should be as per ISI/or from reputed firm.
- ii) All the materials are to be produced and got approved from Executive Engineer concerned before execution.
- iii) All the materials should have correct specification as mentioned in the tender.
- iv) All the materials offered should have Brand Name or make approved by the site Engineers.

G.24.0 SUBLETTING

No part of the contract shall be sublet without prior written permission of the Chief Engineer or shall transfer to made by Power of attorney authorizing others, to receive payment on CONTRACTOR's behalf. In case of the CONTRACTOR engaging contract labourers with the prior approval mentioned above in writing, the following should be strictly adhered to.

- a. The CONTRACTOR should fulfill strictly all the conditions as stipulated In the contract labour (Regulation and abolition) Act, 1970 and the rules made there under.
- b. The CONTRACTOR should take out a license at his cost, under section 12 of the above

said act within the specified period as mentioned by the Management/ Principal employer at the time of awarding the contract.

G.25.0 SPLITTING OF THE WORK:

Owner reserves the right to split up the work covered in the scope of this contract among more than one contractor **as per Tender Regulation & site condition**, at the stage of initial contract award or during the operation of the contract due to the unsatisfactory progress of quality of work or both of the contractor, as considered by the owner. Owner will not entertain any claim from the contractor on account to such splitting up.

G.26.0. JURISDICTION:

Same as otherwise In Tamil Nadu Transparency in Tender Act 1998 no order passed or proceeding taken by any officer or authority under this act shall be called in question in any court and no injunction shall be granted by any court in respect of an action taken or to be taken by such officer or authority in pursuance of any power conferred by or under this act.

No suit or any proceedings regard to any matter arising in any aspect under this contract shall be instituted in any court in the, say, City Court at Chennai or the court of Small Cases at Chennai. It is agreed to, that no other court shall have jurisdiction, to entertain suit or proceedings, even- though the part of cause of action might arise within their jurisdiction. In case of any part of the cause of action might arise within the jurisdiction of any court of TamilNadu State and rest within the jurisdiction of courts outside TamilNadu and not in the court of Chennai City, then it is agreed to, between two parties that such suits or proceedings, shall be instituted within the State of TamilNadu and no other court outside the State of TamilNadu shall have jurisdiction, even though any part of the cause of the action might arise within the jurisdiction of such court.

G.27.0 FORCE MAJEURE:

G.27.1 If at any time during the continuous of this contract, the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons of any war hostilities, acts of public enemy, acts of civil commotion, strikes, lockouts sabotages, fires, floods, explosions, epidemics, warranting restrictions or other Acts of God (herein after referred to as eventualities) then provided notice of the happening of such eventualities, is given by the tenderer to the TNPGL within 15 days from the date of occurrence there of neither party shall, have any claims for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

G.27.2 Provided that in the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reason so of any eventuality for a period exceeding 90 days, the TNPGL may at its option terminate this contract by notice in writing.

G.28.0.ARBITRATION:

The arbitration Clause is not applicable to this contract.

G.29.0 THE COMPLIANCE OF EPF & ESI ACT:

- a). Since Mettur Thermal Power station-II is covered under the EPF & ESI Act, the Contractor who desires to take up works contract for & inside the premises of MTPS-I is required to comply with all the relevant provisions stipulated in the EPF & ESI Act.
- b). The Contractor should have taken separate EPF & ESI main code number. The EPF main code number can be obtained from the Assistant Provident Fund Commissioner / Salem and the ESI main code number can be obtained from the ESI Authorities Salem.
- c). The workers engaged by the contractor should have EPF –UAN .(Universal account Number).
- d). The Contractor shall be responsible for the payment of necessary EPF & ESI contributions - both Employer's and Employee's contributions as per the provisions of the EPF & ESI Act in respect of the actual workers engaged for the specified works.

TNPGCL will not be responsible for any compensation in the event of accident etc., or any dispute arising due to non payment of EPF & ESI contribution to be made to the concerned statutory body in respect of this work. You have to furnish a undertaking in stamp paper value Rs.500/- stating the above along with the agreement

- e). The Contractor shall submit necessary returns to the EPF office & ESI corporation within the stipulated time as required under the said EPF & ESI Act.
- f). The contractor shall produce the proof of payment of contributions – both Employer's and Employee's contributions made to the EPF office & ESI corporation in order to claim the bills for the respective work and EPF and ESI will not be reimbursed. The work bill will be claimed only after remittance of both employer's and employee's PF contributions by the contractors.
- g). The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF & ESI Act in respect of the execution of the Tendered work.
- h). The contractor should register their establishment under (PMRPY) Pradhan Mantri Rojkar Protsahan Yojana with employees Provident fund Organization.
- i). In case the contractor fails to fulfill any of the statutory provisions of the EPF & ESI Act and consequently it happens that TNPGCL Ltd., has to meet such requirements of the said Act or Statutory Provisions in the capacity of Principle Employer, TNPGCL Ltd., shall make such good requirements out of money due & 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 Ltd.,

- j). The subscriptions made for EPF or ESI shall be in the name of contractors who have executed the agreement with TNPGL. Subscriptions made by the subcontractors will not be entertained.
- k). The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act,1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
- l). The tenders of the tenderer /tenderers who do not follow the minimum wages act as contemplated in above condition will be summarily rejected.

G.30.0 GUARANTEE:

i)-FOR WORKS:

~~The work should be guaranteed for satisfactory operation for a period of Twelve Months from the date of successful commissioning of the unit after completion of work. Any defect noticed during this period should be rectified by the successful tenderer at free of cost immediately at their own cost & risk.~~

ii)-FOR MATERIALS:

~~The material supplied by the contractor shall be guaranteed for satisfactory operation for a period of 12 months from the date of commissioning or 18 months from the date of receipt whichever is later subject to an overall period of 24 months. Any defect in supplied material/ workmanship should be replaced/ rectified by the contractor at free of cost during the above guarantee period. The defective material will have to be taken back at their own cost & risk.~~

~~iii) The performance Guarantee should be produced in a non judicial stamp paper of value Rs.500/ (Rupees Five Hundred only) with two witnesses, immediately after completion of works.~~

G.31.0 DRINKING WATER:

Water of good quality and fit for drinking purpose shall be provided for the workers on a scale of not less than 3 litres per head per day, by the contractor at his own cost.

G.32.0 WATER FOR SUPPLY:

Water required for the work will be arranged by the contractor himself. If water is supplied by the TNPGL at any one point, recovery from their bill will be made at the rate of Rs.6.00/1000 Litres.

G.33.0 POWER SUPPLY FOR WORKS:

Electricity will be supplied at any one point nearer to the site. The current consumption will be metered and the charges for the same will be recovered at the prevailing tariff rates.

G.34.0 ATTENDANCE REGISTER FOR EMPLOYEES:

"The contractor shall maintain Attendance Register for their employees as prescribed therein as per Factories Act 1948 and revised Act 1987 & Tamil Nadu Factories Rules 1950, failing which their Registration as a contractor for works will be liable for cancellation."

G.35.0 CONTRACT DOCUMENT:

A draft copy of the contract document has to be prepared by the successful tenderer within 10 days from the date of receipt of detailed Acceptance letter and sent to the Superintending Engineer / M-I / MTPS-I for acceptance. A copy of the specification can be had from at free of cost if required, for the preparation of the draft contract document. After approval, the draft copy will be returned to the contractor. Based on the approved copy, the contractor will have to prepare one original copy along with the 'Articles of Agreement' on a stamp paper of value of Rs.500/-and another duplicate copy of the contractor document duly signing all the pages of both the copies and submit them within 5 days from the date of receipt of draft contract document to Superintending Engineer / M-I / MTPS-I for executing the contractor document (Agreement). After execution of the agreement original copy will be retained in the office and the duplicate copy will be returned to the contractor.

Four true copies of the contract document shall be prepared by the contractor and submitted to Superintending Engineer / M-I / MTPS-I within 5 days or receipt of the approved duplicate copy of contract document.

SECTION – H

INSTRUCTION TO BIDDERS REGARDING OPENING OF ONLINE BIDS IN E-TENDER & EVALUATION

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

H.1.0 For and on behalf of TNPGL, Tender offers will be opened electronically at **09:00 Hrs.** on the date notified i.e. **on 13.10.2026** at the office of the **Superintending Engineer / M-I / Mettur Thermal Power Station-I / Mettur Dam - 636406**, through <https://www.tntenders.gov.in> in the presence of tenderer's authorized representative, who are present on the date of opening. No late tender and those not in confirming with the prescribed forms, conditions, specification or without Earnest Money Deposit are entertainable.

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.

H.1.1 An undertaking on a non-judicial stamp paper of appropriate value(Rs.500/-) to pay an amount equivalent to E.M.D. in case of non-fulfillment of the conditions stipulated in the contract, in the case of exempted categories for payment of E.M.D shall also be uploaded.

H.1.2 The Tenderer should quote their rates for all the portions of schedule items or otherwise the tender rates will not be considered and will be rejected.

H.1.3 The Tenderer should work out his own workable rates and the quoted rates should be firm till the acceptance of the proposal. The tenderer should inspect the site and offer his rates after thoroughly verifying the nature and items of various works involved. No extra claim will be allowed later on.

H.1.4 The tenderer should submit his rates only in the departmental schedule of quantities forms enclosed along with the specification. Otherwise the tender will be rejected at the time of opening the tender itself.

H.1.5 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tender Act, 1998 and the Tamil Nadu Transparency in Tender Rule,2000.

H.1.6 Conditional Tenders will not be accepted.

H.2.0. RECEIPT OF TENDER:

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

H.3.0. OPENING OF TENDER:

The tender received within the time specified for submission will be opened in the presence of such of those Tenderers or their authorized agents as may be present.

H.3.1 **OPENING OF COMMERCIAL & TECHNICAL BIDS (PART-I):**

The Tender offers will be **opened electronically at 09 : 00 Hrs. on 13.10.2026, the date notified at the Office of the Superintending Engineer / M-I / MTPS I / Mettur Dam, through : <https://www.tntenders.gov.in> in the presence of tenderer's authorized representative who may wish to be present on the date of opening.**

H.3.2 **OPENING OF THE PRICE BIDS: (PART - II)**

Price bids (Part-2) of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically **by the nominated members** on the next day.

If the Due date of opening is declared as a holiday, the tender will be opened on the next working day at 15:00 Hrs

H.3.3 If the tender is made by an individual, it shall be signed with his full name and his address.

If it is made by a firm, it shall be signed with co-partnership name by a member of the firm and address of such member of the firm shall be given. If the tender is made by a corporation, it shall be signed by duly Authorized Officer, who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.

H.4.0 **PERMANENT ACCOUNT NUMBER:-**

Income tax payable on the contract amount at the appropriate rates levied from time to time will be deducted out of the payments to be made to the contractor in accordance with the provisions of the Income Tax Act 1961 as amended from time to time. The tenderer has to furnish the copy of their Permanent Account Number along with their offer.

H.5.0 Tenderers should upload an attested photo copy of their Registration Certificate as contractor for works in TNPGL / Thermal Stations in the techno commercial bid if available.

H.6.0 **RIGHTS OF THE TNPGL:**

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

- a) Accept the lowest tender.
- b) Revise the quantities at the time of placing orders.
- c) Reject any or all the tenders or cancel without assigning any reasons therefor.
- d) To split the tender quantity and place orders on one or more than one firm to meet the delivery/ work requirement.
- e) Recover losses if any sustained by TNPGL from the successful tenderer who pleads inability to supply/ work and backs out of his obligation after award of contract. The Security Deposit paid shall be forfeited.
- f) To cancel the orders for not keeping up the delivery /work schedule.

H.7.0. VALIDITY OF TENDER:

Tender should be valid for a period of **180 days** from the date of opening of Tender. Offer with lesser validity period shall be rejected. Any delay in deciding the tender for administrative reasons should not be a plea for revising the rates originally offered in the tender.

H.8.0. INFORMATIONS REQUIRED & CLARIFICATIONS:

- H.8.1. The Firm/ Contractor shall also carefully study the site condition and additional specifications and all the documents which form part of the contract can be obtained during office hours on any working day from the office of the Superintending Engineer / M-I / Mettur Thermal Power Station –I
- H.8.2. The Tenderer shall inspect the site, examine and obtain all information required and satisfy himself regarding access to site, communication, transport, equipment and facilities and local working conditions required for the work. Ignorance of the site condition shall not be accepted by the owner as basis for any claim for compensation. Any later claims /disputes in regard to the rates quoted shall not be entertained. No ambiguous clauses, which may put the TNPGL to uncertain commitments will be entertained. The TNPGL will not however, after acceptance of the contract rate, shall give any extra charges for lead or for any other reasons in case the contractor is found later on found to have misjudged the materials available.

H.9.0. RATES ARE INCLUSIVE OF INCIDENTAL ITEMS:

It will be deemed that the rates quoted by the tenderer are inclusive of all incidental items of work not necessarily mentioned in the schedule but never the less essential for the correct and complete execution of the work. The prices should be in Indian Currency.

No variation in price will be accepted and price quoted should be firm till the acceptance of the proposal furnished by the tenderer.

The rates quoted for individual items shall be firm and exclusive of G.S.T. The applicability of G.S.T. shall be enumerated separately.

H.10.0 SCHEDULE FOR QUANTITIES:

- H.10.1 . The tenders shall be submitted in the same format without any alteration to the schedule.
- H.10.2 A tentative schedule of quantities of the work accompanies this tender specification. It shall be definitely understood that, the TNPGL does not accept any responsibility for the correctness of the schedule and this schedule is liable for alterations by omissions, reduction or additions at the discretion of the SE or his authorized representatives, or as set forth in the conditions of the contract at any stage (i.e either at finalizing the award of tender or during the execution of work etc). The Tenderer should however quote his specific workable rates for each item in Rupees and paise based on the quantities in the

tender schedule. The quantities furnished in the schedule are approximate and are subject to variation.

- H.10.3 The bid evaluation shall be done as per Tamilnadu Transparency in Tenders Act 1998 and Tamilnadu Transparency in Tender Rules 2000. **Since GST is enacted where in all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside Tamilnadu.**
- H.10.4 In respect of works contract where both supply of goods and services are involved, the respective GST for supply of Goods and Services to be rendered shall be taken for evaluation purpose.
- H.10.5 While quoting the rates the bidder shall indicate the HSN Code (Harmonized System Nomenclature code) and SAC (Service Accounting Code) for all the tendered items if necessary as per GST Act.
- H.10.6 The TNPGL or any Officers authorized by it, reserves the right to reject any or all the Tenders without assigning any reasons therefor and also reserves the right to award the works to the contractor or split the work suitably and award the same to one or more contractor without assigning any reasons therefor.
- H.10.7 Tenders offering a percentage deduction from or increase in the estimate amount and those not submitted for lump sum amount for items not called for shall not be included in the tender. No alterations which are made by the tenderer in the contract form, the conditions of contract, the drawings, and the specification of quantities accompanying the same will NOT be recognized. If any such alterations are made, the tender will be void. **Tenders not uploaded in the TNPGL's schedule of quantities form will not be considered.**

H.11.0 **DETAILS OF CONFIDENTIAL:**

The tenderer whether his tender is accepted or not, shall treat the specification, etc., as confidential.

H.12.0 **EMPLOYMENT BY CONTRACTORS OF QUALIFIED TECHNICAL STAFF IN EXECUTION OF WORKS:**

Preference in selection from among the tenderers will be given other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work. The tenderer should, therefore state, in clear terms, whether they are professionally qualified or the staff to be employed. In case, the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site during working hours personally checking all the work and paying extra attention to such works as may demand special attention.

The tenderers who themselves are professionally qualified should undertake to employ qualified technical men at their cost to look after the work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required to be always at the site during working hours personally checking all items of work and paying extra attention to such works as may demand special attention.

If further necessary information is required the SE /ES/MTPS I MetturDam-6 will furnish such, but it must be understood that tenders uploaded should be in order and according to instructions cited above

H.13.0. **RIGHT TO DECIDE THE TENDER RESERVED :**

It shall be expressly understood by the CONTRACTOR that the TNPGL or the competent authority to decide the tender shall have the right to relax or waive any of the conditions stipulated in this specification wherever deemed necessary in the best interests of the TNPGL for good and sufficient reasons. **The TNPGL or the competent authority to decide the tender AND reserves this right.**

In case of any discrepancy the decision of the TNPGL or the competent authority will be final and binding on the tenderer. TNPGL or the competent authority Reserves the right to reject any or all the tenders without assigning reasons and reserves the right to divide the number of works to be entrusted between two or more contractors.

Madras Detailed Standard Specification will be followed wherever applicable and in cases not covered by the individual specification attached.

H.14.0 **GENERAL:**

Before quoting of the tender, the tenderer should have carefully followed the instructions in the tender notice and have read the TamilNadu building Practice and the relevant conditions of the General conditions of Contract and should have made such examination of the contract documents and the specification etc. and of the location, where the said work is to be done and in regard to the materials to be furnished as to enable him thoroughly to understand the intention of the same and requirements, covenants, stipulations and restrictions contained in the contract and in the said specifications and should distinctly agree that they would not here after make any claim or demand upon TNPGL based upon or arising out of any alleged misunderstanding or misconception or mistake on their part of the said requirements, covenants, stipulations and restrictions and conditions.

The tenderer should clearly understand that the entire work has to be carried out in accordance with the relevant Indian Standard specifications with their latest amendments and his rates shall be inclusive of the all the expenses required to meet the requirements of such specifications.

The tender should quote specific rates for each item in the schedule and the rates should be in rupees and sums of five paise. The rates should be written both in words and figures. In case of discrepancy between the two, the lesser of the two only will be taken as the quoted rate.

H.15.0 **APPEAL:**

Any tenderer aggrieved by the order of the tender acceptance authority (competent authority) may prefer an appeal to the TNPGL within 10 days from the date of receipt of order.

SECTION – I

REJECTION OF TENDER

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92 / 2026-27

- I. 1) Tenders will be **SUMMARILY** rejected and the price bid will not be opened 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) Not satisfying any one of the Bid Qualification Requirement as stipulated.
 - d) If EPF & ESI registration DETAILS has not been updated.
- I. 2) Tender is **LIABLE** to be rejected, if it is:
- a) Not in the prescribed form of e-tender system.
 - b) Not properly signed by the tenderer.
 - c) .Not covering the entire scope of Work.
 - d) With validity period less than that stipulated in this specification.
 - e) Not in conformity with TNPGL's Commercial terms and Technical Specifications
 - f) Received from a tenderer who is directly or indirectly connected with Government service or TNPGL/ TANGEDCO Service or services of local authority.
 - g) From any black listed Firm or Contractor.
 - h) Received by Telex / Telegram / E-Mail/ Fax.
 - i) From a tenderer whose past performance / Vendor rating is not satisfactory
 - j) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
 - k) Received after tender opening.
 - l) If the declaration as per specification is not signed and enclosed.
 - m) Price bid should be submitted only through online. The tender will be rejected if it is submitted in any other form.
 - n) The documentary evidence for having registered under GST (i.e.) GSTIN is not uploaded by the contractor.

SECTION – J

GENERAL STATUTORY CONDITIONS

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92 / 2026-27

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

2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than 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 there in.

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-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contract Labour Regulations.

6) The Contractor shall indemnify the Corporation against any payment 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 Contract Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/ Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the

event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

1.0 CONTRACT LABOUR REGULATIONS:

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

- (a) Name and situation of the work.
- (b) Contractor's name and address
- (c) Particulars of the Department for which the work is undertaken,
- (d) Name and address of sub-contractors as and when they are appointed.
- (e) Commencement and probable duration of the work.
- (f) Number of workers employed and likely to be employed.
- (g) 'fair wages' for different categories of workers.
- (h) Number of hours of work which shall constitute a normal working day:-

(i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTYEIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

(ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

(a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

(b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.

(c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers,

giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

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

(iv) Employment Card: The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.

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

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

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

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

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

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages.
- (c) Sex.
- (d) Age.
- (e) EPFUAN number
- (f) ESI number
- (g) Aadhaar number
- (h) Nature of accident and cause of accident.

(i) Time and date of accident.'

(j) Date and time when admitted in hospital.

(k) Date of discharge from the hospital.

(l) Period of treatment and result of treatment.

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

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

(o) Date of payment of compensation.

(p) Amount paid with details of the person to whom the same was paid. (q) Authority by whom' the compensation was assessed.

(r) Remarks.

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

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

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

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

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

(xii) Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of

the decision, forwarding simultaneously a copy of his appeal to the Engineer-in Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.

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

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

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

2.0 Compliance of EPF & MP Act, 1952:

- (a) The Contractor who take up works contract for TNPGL / TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF& MP Act;
- (b) The Contractor should have a separate EPF main code number.
- (c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF& MP Act.
- (e) The Contractor should produce the proof of payment of contribution - both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works and EPF will not be reimbursed.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.
- (g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF& MP Act and consequently it happens that TNPGL / TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL/ TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL/ TANTRANSCO.

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

3.0 Compliance of ESI Act 1948 :

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

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

- (a) The contractor should obtain the Registration certificate under the Building and

Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the Competent Authority (the Joint Director/Industrial Safety and Health (BOCW)

(b) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996.

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

(a) The Contractor who take up works contract for TNPGL/ TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.

(b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TNPGL/ TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.

(c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPGL/ TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TNPGL/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour license before executing the works.

(d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.

(i) Muster Roll in Form - XVI.

(ii) Register of Wages in Form - XVII.

(iii) Register of overtime in Form - XVIII.

(iv) The contractor shall issue an photo identity card to his employees

6.0 Wages:-

(a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act,1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.

(b) The contractor should pay the wages before the expiry of seventh day as

per section 65 and shall issue wage slip in Form - XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.

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

7.0 EPF Documents to be Produced for Claiming Bills:-

(a) The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.

(b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)

(c) The combined Challan of Account No. 1,2,10,21 & 22 should be submitted.

(d) All the documents should duly signed with seal by the contractor.

8.0 ESI Documents for While Claiming Bills:-

(a) The Monthly Contribution Challan Form should be submitted (Transaction status field - completed successfully is mandatory).

(b) The contribution history of the respective months should be submitted.

(c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.

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

9.0 Tamil Nadu Rationalization of Forms and Reports under Certain Labour

Laws Rules, 2020.

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

(a) The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.

(b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.

(c) The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006.

New Forms:

FORM I	Certificate of Registration of Principal Employer/ (under 3 Rules)	Employer
FORM II	Application for License/Renewal of License (under CLRA and ISMW Rules)	

FORMIII	Form of Certificate by Principal Employer (under CLRA and ISMW Rules)
FORMIV	Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)
FORMV	Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)
FORMVI	License and Renewal (under CLRA and ISMW Rules)
FORMVII	Notice of commencement/ completion of work (under CLRA and BOCW Rules)
FORMVIII	Service Certificate (under 3 Rules)
FORMIX	Certificate of Medical Examination (under BOCW Rules)
FORMX	Report on recruitment and employment of workmen and cessation of employment of workmen (under ISMW Rules) migrant
FORMXI	Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)
FORMXII	Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

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

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

11.0 SAFETY CONDITION:-

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, belt rope, rubber gloves, earth rod, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail. The earth rod should be checked periodically to ensure that tightness of bolts of the copper plates and to ensure it is free of corrosion.
- (ii) Proper good and sound hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the office or in the works spot
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the office or in the works spot

(v) Technically skilled and also safety oriented supervisor should supervise the work at all time.

(vi) If any accident occurs, it should be informed to the concerned officer of TNPGL in writing by the concerned contractors immediately.

(vii) For any safety violating 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) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding or electrocution.

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 the workmen

(viii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-

(a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(ix) 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.

(x) 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 Regulations appended to these conditions shall be final and binding and deductions for recovery of such liquidated

(a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

(b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

(c) To ensure effective enforcement of the rules and regulations relating to safety precautions,

arrangements made by the Contractor shall be open to inspection by the Engineer-in Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.

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

12.0: VENDOR REGISTRATION:

The Vendor registration is mandatory and the vendor portal (<http://exam.tnebnet.org/tnebvndor/>) is made available in Public website to access by all vendors.

ANNEXURE I

DRAFT UNDERTAKING IN LIEU OF PAYMENT OF EARNEST MONEY DEPOSIT

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

To executed in a Non-Judicial Stamp paper of Rs.500/-

THIS UNDERTAKING executed at - - - - - On this the
- - - - - date of - - - - - By M/s. - - - - -
- - - - - a company registered under companies Act, 1956, having its registered
office at - - - - - herein after called
the tenderer " TO AND IN FAVOUR OF TNPGL " a body corporate constituted under the Electricity (Supply)
Act, 1948, having its office at NPKRR Maaligai, Electricity avenue, 144, Anna Salai, Chennai - 600 002
represented by the Superintending Engineer/Mechanical-I/Mettur Thermal Power Station-I/Mettur Dam (herein
after called the TNPGL)

WHEREAS the contract is for the work of - - - - - In terms of the
tender specification sl No: - - - - - dated - - - - -

AND WHEREAS in accordance with clause - - - - - of the above said
Tender specification, the tenderer has to furnish Earnest Money Deposit of Rs. - - - - - (Rupees - -
- - - - - only)

AND WHEREAS the tenderer has requested the TNPGL to accept an undertaking in-lieu of payment in
cash towards Earnest Money Deposit.

AND WHEREAS the TNPGL has accepted the request of the tenderer subject to his executing an
undertaking to pay to the TNPGL not exceeding Rs. - - - - - (Rupees - - - - -
- - - - - only) representing the Earnest Money Deposit together with costs in
case of non-fulfillment of the conditions stipulated in the Tender specification or the conditions stipulated in the
contract by the tenderer. IN CONSIDERATION of the TNPGL having agreed to accept an undertaking from the
tenderer in-lieu of Earnest Money Deposit payment in cash, the tenderer undertakes to pay the sum of Rs. -
- - - - - (Rupees - - - - - only) Immediately when a demand
is raised by TNPGL against the tenderer without any demur in the event of the following:

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit
- ii) It revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the tender specification No: - - - - - dt. - - - - -

NOW, THE CONDITION OF THE ABOVE WRITTEN UNDERTAKINGS IS such that if the tenderer shall duly
and faithfully observe and perform the terms and conditions specified in terms of the above, then the above
written undertaking shall be void, otherwise the same shall remain in full force.

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

The expression, "Tenderer " and " the TNPGL " herein before used shall include their respective
successions and assign in office. IN WITNESS WHERE OF THIRU. - - - - -
for and on behalf of the tenderer has signed this undertaking on the day, the month and year first above
written.

SIGNATURE

(Name in Block Letters)

In the presence of Witnesses:

1)

2)

(Name & Address in Block letters)

ANNEXURE II

DECLARATION

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

TO

The Chief Engineer,
Mettur Thermal Power Station-I,
Mettur Dam - 636406.

Dear Sir,

- 1) Having examined the above specification together with the accompany schedules etc., we hereby offer & accept to undertake the work along with materials if any, covered in this specification, at the rates entered in the attached schedule of prices.
- 2) We hereby guarantee the particulars entered in the schedules attached to the specification.
- 3) In accordance with Security Deposit clause of the specification, we agree to furnish security to the extent of 5% of the total value of the contract.
- 4) We hereby declare that we have registered with PMRPY Scheme with EPFO to avail the benefits and employer contribution in respect of EPF will be availed from PMRPY or it would be borne by us.

Yours faithfully,

PLACE :

DATE :

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

ANNEXURE III
INDEMNITY BOND

SPECIFICATION NO: CE / MTPS-I / SE / M-I / BM /OT. 92/ 2026-27

NAME OF WORK:

I/We(Contractor) Address

Do hereby indemnify TNPGL against any loss or damages or injury to person (or) property resulting from any accident and provisions of workmen's compensation act and will take steps to properly insure against any claim

Signature of the contractor

Date:

Seal:

Annexure A

Declaration towards EPF & ESI remittances

Name of the contractor:

EPF Main code number:

ESI Main code number:

Nature of the work:

Contract /K2 agreement No:

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

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

Date:

Place: