



TAMIL NADU POWER GENERATION CORPORATION LIMITED

SPECIFICATION FOR

TNPGL- NCTPS III - Mechanical II Circle - AHP Division – Servicing and attending the defects of Instrument air compressor (Model - ZR-110) – 1 No (Serial No. S 33083402) including cost of materials to maintain continuous ash evacuation in Ash Handling System.

(Through NIC Platform)

SPECIFICATION NO. CE/SE/M II/NCTPS III / 04 /2026-27

**OFFICE OF THE CHIEF ENGINEER
NORTH CHENNAI SUPER CRITICAL THERMAL POWER PROJECT, -
III (1x800 MW),
CHENNAI-600 120.**

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

TAMIL NADU POWER GENERATION CORPORATION LTD.

TENDER SPECIFICATION ABSTRACT
OPEN TENDER– TWO PART SYSTEM

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

1	Tender Specification No.	CE/SE/M II/NCTPS III / 04 /2026-27
2	Name of the work	TNPGL- NCTPS III - Mechanical II Circle - AHP Division – Servicing and attending the defects of Instrument air compressor (Model - ZR-110) – 1 No (Serial No. S 33083402) including cost of materials to maintain continuous ash evacuation in Ash Handling System
3	Quantity	As per schedule.
4	Method of Tender	Open Tender (Two-Part) system through E-Tender Online Techno Commercial Bid and Price Bid, through NIC Web portal https://tntenders.gov.in/nicgep/app
5	Earnest Money Deposit	Rs. 9,100/- (Rupees Nine Thousand and One Hundred only) 1.The online payment gateway has been enabled for TANGEDCO in TN Tenders portal (www.tntenders.gov.in). All the payments for the tenders like EMD will be carried out by the bidders only through online payment mode. 2.The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid.
6	URL for online bid submission for e-tender	https://tntenders.gov.in/nicgep/app
7	Last date for submission of EMD	15.10.2026
8	Date & Time of closing of online e-tender for submission of techno commercial bid & price bid	15.10.2026 up to 14.00 Hrs.
9	Date & Time of opening of tender electronically	16.10.2026 @ 14.30 Hrs.
10	Specification at website	The tender specification will be placed at the following web sites. The prospective bidders may download the same. TNPGL : www.tangedco.gov.in NIC : https://tntenders.gov.in/nicgep/app
11	Documents to be uploaded by the Tenderers during e-submission	EMD paid E – receipt /BG with one year validity / Evidence for exemption of EMD, Schedules A to H and Annexure I to VII and other documents whichever is applicable to be uploaded Prices should be quoted online as per Schedule 'B' only. BOQ All the copies of evidences of BQR should be uploaded.
12	Bid Qualifying Requirements	Refer Section – II

13	Rejection of Tenders	Refer Section – III
14	Address for any clarification	Any clarification in the tender shall be sought through email before 48 Hrs. of closing date and time of submission of tender. The Superintending Engineer/ Mechanical, North Chennai Thermal Power Project-III, Chennai-120 Email id : semnctpp3@tnebnet.org Contact No : 9444099245
COMMERCIAL TERMS & CONDITIONS		
15	GSTIN	GSTIN Number shall be furnished in the offer
16	Validity	As per Clause 3.0 of Section V.
17	Payment Terms	As per Clause 15.0 of Section V
18	Delivery Period / Works Contract period	The period of contract for the work is 45 Days for supply of spares and 3 Days for servicing / overhaul subject to the availability of LC (As per Clause 9.0 of Section V)
19	Liquidated Damages	As per Clause 7.0 of Section V
20	Guarantee	As per Clause 10.0 of Section V
21	Security Deposit / Security Deposit cum PG	As per Clause 4.0 of Section V
22	Jurisdiction to legal proceedings	Undertaking as per Annexure (II) on a non-judicial Stamp Paper of value Rs.500/- shall be furnished along with the offer
23	Detailed TNPGL's Terms and Conditions furnished in Section I to VI, except the clauses which are mentioned "Not applicable" in Tender Specification Abstract, may be followed.	
24	Specific concurrence or otherwise to the technical specifications and general terms and conditions outlined in the specification should be furnished in the tender. FAILURE TO DO SO WILL BE TAKEN AS CONCURRENCE TO THE TERMS AND CONDITIONS MENTIONED IN THE SPECIFICATION.	
25	Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules in 2000 & 2012 and subsequent amendment there on are applicable to this tender.	
26	SE/MII/NCTPS III/Chennai-120. Any clarification in the tender shall be sought before 48 Hrs. of due date and time, through e-mail. (semnctpp3@tnebnet.org)	

Sd/-
CHIEF ENGINEER/NCTPS III

INSTRUCTION TO BIDDERS FOR ONLINE BID SUBMISSION

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

REGISTRATION:

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

7) Correspondence details :

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

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

For queries related to tender enquiry / specification:

SE/M II/NCTPS III
Email : semnctpp3@tnebnet.org

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder.

This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

PREPARATION OF BIDS

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

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

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

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

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 mentioned in the different sections in the tender document.

ELECTRONIC SUBMISSION OF BIDS:

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

Procedure for submission of bids:

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

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.
- 4) The scanned copy of payment made through RTGS/NEFT or by way of account transfer towards EMD amount has to be uploaded. TNPGL shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 5) A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The L1 tenderer have to submit one hard copy of the electronically submitted bid documents along with original Bond wherever applicable excepting the price schedule.

- 10) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may

affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

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

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

Modification and withdrawal of bids:

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

2) In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.

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

ASSISTANCE TO BIDDERS:

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

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.

INDEX

SECTION – I	:	EARNEST MONEY DEPOSIT
SECTION – II	:	BID QUALIFICATION REQUIREMENTS
SECTION – III	:	REJECTION OF TENDERS
SECTION – IV	:	INSTRUCTION TO BIDDERS
SECTION – V	:	COMMERCIAL TERMS AND CONDITIONS
SECTION – VI	:	GENERAL CONDITIONS OF THE CONTRACT
SECTION – VII	:	TECHNICAL SPECIFICATION TERMS AND CONDITIONS
SECTION – VIII	:	GENERAL CONDITIONS (STATUTORY COMPLIANCES)
SCHEDULE – A	:	TECHNICAL SPECIFICATION OF WORKS
SCHEDULE – B	:	PRICE SCHEDULE OF WORKS
SCHEDULE – C	:	DEVIATION FROM TECHNICAL SPECIFICATION
SCHEDULE – D	:	DEVIATION FROM COMMERCIAL TERMS AND CONDITONS
SCHEDULE – E	:	BIDDER’S EXPERIENCE
SCHEDULE – F	:	QUESTIONNAIRE FORM
SCHEDULE – G	:	TENDER ACCEPTANCE LETTER
SCHEDULE – H	:	DECLARATION FORM
ANNEXURE – I	:	SELF DECLARATION IN LIEU OF PAYMENT OF EMD
ANNEXURE – II	:	FORMAT FOR UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS
ANNEXURE – III	:	FORMAT FOR A) ELECTRONIC BANK GUARANTEE FOR EMD B) BANK GUARANTEE TOWARDS SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE
ANNEXURE – IV	:	FORMAT FOR UNDERTAKING TOWARDS PAYMENT OF DUES TO TANGEDCO/ TNPGL
ANNEXURE – V	:	A) UNDERTAKING FOR B) INDEMNITY BOND AND CERTIFICATE FOR EPF & ESI
ANNEXURE – VI	:	FORMAT FOR DECLARATION TOWARDS GST

ANNEXURE – VII	:	SELF DECLARATION FORM
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SECTION –I
EARNEST MONEY DEPOSIT

- 1) Intending Tenderer should pay an EMD amount as specified in the Tender Specification Abstract.
- 2)
 - a. The Earnest Money Deposit specified above should be paid through “**ONLINE ONLY**”
 - b. The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www. tntenders.gov.in) All the payments for the tenders like EMD will be carried out by the bidders only through online payment mode.
 - c. The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gateway**. If excess or short, the tender status will be shown as invalid.
 - d. The EMD will not carry any interest.
 - e. Auto refund of Earnest Money Deposit to the unsuccessful tenderers immediately.
- 3) The Tenderers who are having valid Permanent EMD with TNEB/ TNPGL for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

SL. NO	PEMD SLAB	Monetary limit of tender value for participation without payment of EMD
1.	Rs. 20,00,000/-	In case of Tenders not exceeding Rs. 10 Crores in value
2.	Rs. 40,00,000/-	In case of Tenders not exceeding Rs. 50 Crores in value
3.	Rs. 1,00,00,000/-	In case of Tenders without any monetary limit

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNPGL as Permanent E.M.D. well in advance, and obtain a certificate from the Financial Controller/Purchase/Head Quarters, Chennai-02 and upload copy of the same along with the tender.

Successful tenderers who had participated in the tenders upon PEMD will have to remit the full amount of Security Deposit required for individual contracts.

The EMD will not carry any interest.

In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the Security Deposit payable by the tenderer. In respect of permanent EMD holders, the permanent EMD will not form part of the Security

Deposit payable by the Tenderer and the firm will have to remit the Security Deposit in full.

4) Bank Guarantee (BG):

4.1). The EMD in the form of Electronic Bank Guarantee (EBG) with one year validity (from the date of Tender Opening) is also acceptable.

The bidder is allowed to submit the e-Bank Guaranty against EMD for the following Bank.

1. Bank of Baroda
2. Canara Bank
3. HDFC Bank
4. ICICI Bank
5. Indian Bank
6. Indian Overseas Bank
7. Karur Vysya Bank
8. Punjab National Bank
9. State Bank of India
10. Union Bank of India

4.2) EMD in the form of Physical Bank Guarantee is NOT acceptable.

4.3) EMD in the form of electronic Bank Guarantee (e-BG) submitted in the State e procurement portal i.e., <https://tntenders.gov.in> through National e-Governance services Limited (NeSL) platform is acceptable.

4.6) Any other mode of payment of EMD other than online/PEMD/e-BG from a nationalized bank shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

4.7) The EMD amount should not be less than the amount mentioned in the specification.

4.8) The Electronic Bank Guarantee shall be valid for one year from the date of Tender Opening.

4.9) In case of the requirement arising for extension of the Electronic Bank Guarantee due to delay in finalization of tender, the extended Bank Guarantee have to be uploaded in <https://tntenders.gov.in/nicgep/app> till **finalisation of tender.**

- 5) Auto refund of Earnest Money Deposit to the unsuccessful bidder on finalization of tender.
- 6) In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the Security Deposit payable by the tenderer.
- 7) The e-receipt of payment of EMD through online or the scanned copy of the Bank Guarantee should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected

8 . EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT:-

As per Notification No.S.O.2119 (E) dated 26.06.2020 of Government of India, Ministry of MSME, all Micro, Small and Medium Enterprises shall register by Composite criteria under Udyam registration.

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

- a) The Micro and Small Enterprises located within the State and Registered with the Government of Tamil Nadu, Department of Industries and Commerce, District Industries Centre.
- b) The Small Scale Industries Units located within the State and registered with National Small Industries Corporation.
- c) The Micro & Small Enterprises holding Entrepreneur Memorandum Part II Acknowledgement/ Udyog Aadhaar Memorandum/ Udyam Registration Certificate obtained from the District Industries Centre in respect of those items for which the Registration Certificate has been issued.
- d) Departments of the Government of Tamil Nadu.
- e) The SSI Units within the state, holding Acknowledgement issued for Entrepreneur Memorandum part-II obtained from District Industries Centre of Directorate of Industries and Commerce in respect of those items for which the Registration Certificate/ Acknowledgement has been issued.
- f) Undertakings and Corporations owned by the Government of Tamil Nadu.
- g) Labour Contract Co-Operative Societies registered within Tamil Nadu
- h) Tiny Industries registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu
- i) The Micro and Small Enterprises outside the State and registered with National Small Industries Corporation Limited

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

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

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

a) Copy of Udhayam registration Certificate issued by the Department of Industries and Commerce, District Industries Centre for Micro and Small Industries registered within the State of Tamil Nadu.

b) Copy of Udhayam Certificate issued by the Department of Industries and Commerce, District Industries Centre in their respective states and Registration Certificate of National Small Industries Corporation Limited for Micro and Small Industries registered outside Tamil Nadu.

c) Those tenderer under exempted category from payment of EMD shall upload the tender documents and tender document should be initialed/endorsed by the tenderer, having examined the tender specification together with the schedules attached, as a token of acceptance to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfillment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited. The undertaking to this effect as Annexure-I of tender specification shall be furnished with the Bid.

d) The tenderers shall upload the audited copy of Profit and Loss account / Balance Sheet in order to ensure the Status of Micro and Small Enterprises of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD. In case the investment held by them in Plant and Machinery as per their Financial Statement of Accounts exceeds Rs.5 Crores, the General Manager, District Industries Centre concerned will be requested to verify the Status of Micro / Small Enterprises of the firm. Till receipt of confirmation from General Manager / District Industries Centre concerned, the exemption from paying EMD for Micro and Small Enterprises shall not be extended.

e) Certificate from Chartered Accountant for turnover value for the purpose of classification as per Notification No. S.O.2119 (E) dt 26.06.2020 of Government of India, Ministry of MSME.

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

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

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

a) If the documentary evidences towards Exemption from payment of EMD are not uploaded

- b) If the Items/services are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- c) If not furnished the certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value.

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

- i) The e-receipt of payment of EMD through Online gateway
- ii) The proof of the documentary evidences for Exemption from payment of EMD if applicable.

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

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

11) Further, as per the Government of India, Ministry of MSME, vide Notification No.S.O.2119 (E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in "Udyam Registration Portal" to obtain an e-certificate viz. Udyam Registration Certificate.

Composite Criteria:

A composite criterion of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprise as Micro, Small and Medium. The composite criteria stipulated in the said notification are to be complied by the micro and small industries for claiming EMD exemption and purchase preference in TNPGL's tenders floated from 01.07.2020 onwards.

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.

Calculation of Turnover:

In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification. **However the bidders are requested to obtain a certificate from Chartered Accountant**, along with the bid whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover.

Calculation of Investment:

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

Registration of existing enterprises:

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

Updation and transition period in classification:

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self declaration basis. In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration. In case of reverse-

graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

The bidders are requested to follow the above GOI Notification scrupulously.
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SECTION- II

BID QUALIFYING REQUIREMENTS

SPECIFICATION.NO. CE/SE/M II/NCTPS III / 04 /2026-27

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

1)	The Bidder should be a manufacturer or authorized dealer for servicing / overhauling of screw compressor.
2)	The bidder should have previous experience in Servicing / Overhauling of Instrument air compressor / Transport air compressor for ash handling system in 210 MW or above thermal units of TNEB / TANGEDCO / TNPGL / Government organization/ Government undertaking / Other SEB's / PSU in a single order value of not less than Rs.2,26,150/- (Rupees Two Lakh Twenty Six thousand One Hundred and Fifty only) within the period of last ten years from the date of tender opening.
3)	The bidder should enclose the Performance Certificate from the end user for the above executed order. In case the bidder executed order to TNPGL/TANGEDCO/TNEB, the performance certificate from the end user will be obtained by tender inviting authority.
4)	The bidder's annual turnover should be more than Rs.2,26,150/- (Rupees Two Lakh Twenty Six thousand One Hundred and Fifty only) in any one of the said three financial years (2022-23, 2023-24 & 2024-25). In case of companies registered under companies act, the copy of the Audited financial statements like profit & loss account and balance sheet with UDIN for the above mentioned three years shall be furnished and in case of others, the annual turnover certified by the practicing Chartered Accountant with UDIN or copy of Indian Income Tax return acknowledge or copy of enlistment certificate issued by NSIC containing turnover details for all the three years shall be enclosed as documentary evidence to ensure the annual turnover criteria.
5)	Necessary documentary evidences for all the above BQR should be uploaded along with the offer, otherwise the offer will be summarily rejected.

SECTION- III
REJECTION OF TENDER

A) Tender will be summarily rejected if,

- 1) Received by Post / Courier/ E-mail and any other mode other than e-submission.
- 2) Received with EMD in Any other mode of payment other than NEFT/ RTGS / Account-Transfer/eBG
- 3) Not accompanied by the requisite EMD or proof of EMD exemption.
- 4) Not accompanied with copies of evidences for meeting the **bid qualification requirement**.
- 5) Does not meet Bid Qualification Requirement.
- 6) Received from any blacklisted firm or contractor.
- 7) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
- 8) Offer is made for the part of the works and not the whole of the works covered under the specification, may be rejected
- 9) The documents furnished with the offer being found to be bogus or the documents contain False particulars
- 10) Received from a tenderer who is directly or indirectly connected with Government service or TNPGL Service or service of Local Authority.
- 11) Price is indicated in Techno-commercial bid
- 12) Offer received from joint venture/consortium
- 13) Incomplete and evasive offer.
- 14) Not in the prescribed Form & Procedure.
- 15) The company who have applied for proceedings to the National Company law tribunal/National company Appellate Tribunal as per provision of Insolvency and Bankruptcy code during the past years 2022-23, 2023-24 & 2024-25 as on date of submission of the bids are not eligible to participate in this e Tender. The proprietary/Firm/Partner is applied for insolvency during 2022-23, 2023-24 & 2024-25 shall not be eligible to apply.

B) Tender is LIABLE for rejection if,

- 1) Received without PAN Number.
- 2) Not in conformity with TNPGL's technical Specification and commercial terms
- 3) With validity period less than that specified in the specification.
- 4) If Questionnaire as per **schedule F** and Tender Acceptance letter as per **schedule G** are not duly filled and signed by the tenderer.
- 5) Not containing all required particulars as per schedule A to H.
- 6) Not accompanied with descriptive literature and Pamphlet of the works along with the offer.

SECTION- IV

INSTRUCTION TO BIDDERS

1. 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.

2.0 SUBMISSION OF OFFER:

- 2.1. The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, strictly as per the formats prescribed herein.
- 2.2. The Tender Offer consisting of Schedules-A to H should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
- 2.3. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be enclosed.
- 2.4. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 2.5 The tenderers should furnish the GSTIN number in the offer.

3. QUESTIONNAIRE FILLING

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

4.0 MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

- 4.1 At any time after the commencement of e-Tender and before the closing of the event, TNPGL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
- 4.2 In case any tenderer asks for a clarification on the tender documents before 48 hours of closing date and time of submission of tender, SE/M II /NCTPS III/Chennai-120 will clarify the same.
- 4.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by SE/M II/ NCTPS III /Chennai-120, on the clarifications will be final and

binding on the Tender.

4.4 All information in the tender offer shall be in ENGLISH only.

5.0 QUOTATION OF RATES:

5.1 Rates should be quoted figures i.e., integers only.

5.2 Offers giving lump sum price, without giving their breakup as per details indicated in the attached Price Schedule-B, shall be liable for rejection.

6. INCOMPLETE TENDERS: Tender, which is incomplete, obscure or irregular, will be rejected.

7. AMBIGUITIES IN CONDITIONS OF TENDERS:

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

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

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

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

The tenderers are requested to furnish the exact location of their office factories/ works with detailed postal address and pincode, telephone /fax no, web address etc., so as to enable TNPGL inspect , if considered necessary.

11.0 TENDER OPENING:

(TWO PART SYSTEM)

11.1) **OPENING OF COMMERCIAL, TECHNICAL BIDS WITHOUT PRICE BIDS (PART I) : (EMD & all other documents excluding Price Bid)**

The Tender offers excluding price Bid will be opened electronically at 14.30 Hrs. on the date notified, at the Office of the Superintending Engineer/Mechanical-II/North Chennai Thermal Power Station Stage III, Chennai-600120, through M/s. NIC Web Portal.

11.2) **OPENING OF THE PRICE BIDS: (PART-II)** The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable

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

12. INFORMATION REQUIRED AND CLARIFICATIONS:

12.1 In the process of examination, evaluation and comparison of tender offers, the

TNPGCL may at its discretion, ask the Tenderer for a clarification of the offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

- 12.2 The TNPGCL will examine the tender offers to determine whether they are complete, whether the documents have been properly signed and whether the offers are generally in order.
- 12.3 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers.
- 12.4 **The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.**
- 12.5 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TNPGCL for rejection of his offer. The TNPGCL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGCL.

13.0 Any and all the exception which the bidder may take to any of the clauses with Technical specification and general conditions and commercial shall be clearly outlined in the schedule F - Questionnaire form, failing which the offer will be deemed to confirm fully with the Technical specification and general terms and conditions.

14.0 BIDDER'S EXPERIENCE : The intending tenderers shall furnish the details of various supply orders/works contracts executed by them as on the date of tenders in the **Schedule E** enclosed to the tender specification. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenderer in future and will entail forfeiture of EMD. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

15.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:-

- 15.1. The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.
- 15.2. The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 15.3. For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:

- * The quoted price will be corrected for arithmetical errors.
- * The rate of GST as applicable both in percentage and amount shall be indicated in the offer.
- * The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Basic price + GST).
- * Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within & outside TN.

16.0. Rights to reject the tenders:

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

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

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

- a) The quantity indicated in the schedule A is approximate and it may vary as per site condition to complete the system in full shape.
- b) To recover losses, if any, sustained by TNPGL, from the tenderer who pleads his inability to execute the work and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
- c) To cancel the orders for not keeping up the contract period
- d) To vary the delivery period based on the requirement and contingencies at the time of placing the order.
- e) To accept the lowest eligible tender.
- f) To reject any or all the tenders or cancel without assigning any reasons thereof.
- g) To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TNPGL.

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

17.0. DEVIATIONS:

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

17.2 No alternate offer will be accepted.

18.0 VENDOR RATING:

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

19.0 NEGOTIATION:

Negotiation will be carried out with the L1 tenderer after opening of tenders.

20.0 BAR OF JURISDICTION:

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

21.0 APPEAL:

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

22.0 TENDER DOCUMENT:

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

23.0 Registration of Vendors in the ERP online portal:

The vendors shall register in the ERP online portal for online Bill processing system **if applicable.**

All the contract bills consisting of the work portion will be processed only after verification of the Statutory Compliance Certificate.

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

24.0 IMPORTANT NOTE:

The tenderers shall fill up the Schedules enclosed with the specification and furnish them along with the tender, failing which the tender is liable for rejection. Please note that **NO ALTERNATE OFFER WILL BE ACCEPTED.**

SECTION – V
COMMERCIAL TERMS AND CONDITIONS

1.0 SCOPE:

TNPGCL- NCTPS III - Mechanical II Circle - AHP Division – Servicing and attending the defects of Instrument air compressor (Model - ZR-110) – 1 No (Serial No. S 33083402) including cost of materials to maintain continuous ash evacuation in Ash Handling System

2.0 PRICE:

- 2.1. The Tenderer's are requested to quote FIRM price **in Indian Rupees** only.
- 2.2. The Tenderer's shall quote the Unit price, with applicable rate of GST separately. A format for price schedule is given in Schedule 'B'.
- 2.3. The above breakup details should be clearly indicated in the Schedule-A, in the absence of which the offer shall be liable for rejection.
- 2.4. It is the responsibility of the tenderer to make sure about the correct rates of GST leviable on the Work portion at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TNPGCL will not be responsible for the mistake.
- 2.5. The tenderer should quote their rates taking into account the Input Tax Credit (ITC) relief available to them on account of GST already paid. A certificate to this effect may be furnished along with the tender.
- 2.6. All the expenses to be incurred by contractor are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value. The applicable GST shall be worked out on the transaction value only.

3.0. VALIDITY:

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

4.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

4.1 The successful tenderer will have to furnish Security Deposit for contract Performance for 5% (Five percent) of the total accepted value of the contract, less EMD amount, if already paid. The Security Deposit for contract Performance has to be paid in the form of electronic mode of payment or DD or Bankers Cheque or where the competent authority deems fit irrevocable Bank Guarantee from any Nationalized Bank or Scheduled Banks or Foreign Banks with branches in India. Alternatively, the Earnest Money Deposit remitted by the firm will be refunded on request, if the Security Deposit for contract Performance is paid in full without adjusting the EMD amount.

4.2 In the event of furnishing Bank Guarantee towards Security Deposit, the validity of the Bank Guarantee if required shall have to be kept live till completion of Guarantee period.

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

Further, in the case of bank Guarantee being extended without any break in period and there is delay in submission of such extended Bank Guarantee, for any reason, the Security Deposit for contract will be refunded to the contractor only if the contract is completed as per the agreed conditions. If the TNPGL incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the TNPGL, then the TNPGL will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.

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

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

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

5.0 AGREEMENT:

The works contract agreement has to be executed within 15 days from the date of issue of LOA (Letter of Acceptance). This will be K-2 Contract generally governed by the TNDSS of the Tamil Nadu Public works department. If there is any variation between the clauses stipulated in this specification and the TNDSS, the clauses stipulated in this specification will hold good.

6.0 Mode of Payment:

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

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

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

7.0. LIQUIDATED DAMAGES:

If the contractor fails in the due performance of his contract within the time specified in the contract or any extension thereof, the contractor is liable to the levy of liquidated damages for delay at half percent (0.5%) of the contract price of the uncompleted items for each calendar week of delay should not exceed maximum 10% of awarded value.

In case of default in executing the work, the contractor is liable to pay to TNPGL in addition to liquidated damages for delay, the actual difference in price

whenever TNPGL orders the delayed works to be executed by other agencies at higher rate.

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

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

8.0. MOBILIZATION ADVANCE: No mobilization advance will be given for this contract & no advance payments will be made for any item of work.

9.0 PERIOD OF CONTRACT:

The period of contract for the work is 45 Days for supply of spares and 3 Days for servicing / overhaul subject to the availability of LC.

10.0 GUARANTEE PERIOD:

The guarantee period for the above work is 6 (Six) months from the date of completion of work. Any defects noticed in material/workmanship during the guarantee period, the same should be rectified at free of cost.

11.0 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 provision of Income Tax Act.

12.0. Permanent Account Number (PAN):

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

13.0. GOODS AND SERVICES TAX:

13.1 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.

13.2 The TNPGL has been registered as a dealer under GST Act 2017 and Registration number **33AAKCT7598K1ZI**.

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

13.3 Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TNPGL.

In case of delayed delivery, the GST prevailed on the date of actual delivery or GST applicable on the date of the contractual date of delivery whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

- 13.4 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.

14. Applicability of GST/TDS :

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

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

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

- * Bills of supplier for advance payment.
- * Amount of retention from the bills of supplier.

Thus Gross value of invoice (Except GST portion) shall be taken while applying TDS under GST rate.

c). Value of Supply for Deduction of TDS :

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

15. PAYMENT TERMS:

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

15.1. Within the contract period:

90 % Payment of all inclusive prices (including GST) will be made within 90 days after satisfactory completion of work and submission of bills with following documents.

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

Balance 10% of all inclusive prices of the bills including GST will be paid after completion of guarantee period and audit if any.

15.2. Beyond the contract period:

If the work is completed after due date, only 90% will be paid within 90 days after recovery of applicable L.D and the balance 10% will be paid after guarantee period

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

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

16.0 DEDUCTIONS FROM CONTRACT PRICE:

All cost, damages, or expenses which the owner might have paid, for which under contract, the contractor is liable, shall be deducted by the owner from any amount due or becoming due to the contractor under the contract or shall be recovered by action of law or otherwise from the contractor. In the event of recovery to the necessary extent becoming impossible owing to insufficiency of the EMD, SD and withhold amount.

17.0. FORCE MAJEURE:

If at any time, during the continuance of the contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the TNPGL within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non-performance or delay in Performance and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exit. Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TNPGL may at its option terminate this contract by a notice in writing.

18.0. FAILURE TO EXECUTE THE CONTRACT AS PER THE PO CONDITIONS AND TECHNICAL SPECIFICATION:

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

19.0. POWERS TO TERMINATE THE CONTRACT:

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

20.0. EFFECTING OF RECOVERIES:

Any loss, arising incident to non-fulfilment of this contract or any other contract, will be recovered from the Security Deposit and Earnest Money Deposit held and or any other amount due to the Contractor from TNPGL.

21.0 DUES TO TNPGL

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

22.0 CLEARING OF THE SITE:

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

23.0 RIGHT TO DECIDE TENDER RESERVED:

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

24.0 SPECIAL CONDITIONS TO EXECUTE THE WORK FOR TNPGL:

The Contractor should provide the following:

- a) The contractor should provide the specified number of man power to execute the work with the required qualification and experience. The bills will be processed accordingly.
- b) The contractor has to quote the rate, considering all the Statutory Obligations to be complied with in respect of workmen to be engaged for the works contract/ service contract.
- c) If more than one tenderer quote the same rate, the tender will be finalized in accordance to the procedures prescribed in the Tender Transparency Act.

25.0) BANK GUARANTEE EXTENSION:

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

In case of the requirement arising for extension of the bank Guarantee, the extended bank guarantee shall have to be submitted to TNPGL within the date of expiry of the existing bank guarantee. In case of failure to submit such extended bank guarantee within

the due date (expiry date), TNPGL shall invoke the bank guarantee by addressing the bank directly.

26.0 BANK GUARANTEE:

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

- a) Nationalized Bank / Scheduled Banks.
- b) Branches of Foreign Banks in India.

27.0 JURISDICTION FOR LEGAL PROCEEDINGS:

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

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

28.0 ARBITRATION and CONCILIATION:

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

29.0 BAR OF JURISDICTION:

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

30.0. NON-ASSIGNMENT:

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

31.0. ELECTRICITY RULES:

All works shall be carried out in accordance with the latest provisions of the Electricity Act 2003 and there-under unless modified by this specification. Any Disputes arising during execution of work, the decision of the Purchaser shall be the final.

32.0 SETTLEMENT OF DISPUTES:

If the Contractor considers any work demanded of him to be outside the requirements of the Contract or considers any drawing, records or ruling of TNPGL or his representative on any matter in connection with or arising out of the Contract or the carrying out of work to be unacceptable, he shall promptly ask TNPGL or his representative in writing, for written instructions or decision. Thereupon TNPGL or his representative shall give his written instructions or decision within a period of Fifteen (15) days of such request.

Upon receipt of the written instructions or decision, the Contractor shall promptly proceed without delay to comply with such instructions or decision.

If TNPGL or his representative fails to give his instructions or decision in writing within a period of Fifteen (15) days after being requested or if the Contractor is dissatisfied with the instructions or decision of the Engineer, the Contractor may within Fifteen (15) days after receiving the instructions or decision appeal to the Chief Engineer. The Chief Engineer shall within Fifteen (15) days on receipt of the appeal afford an opportunity to the Contractor to be heard and to offer evidence in support of his appeal. The official shall give a decision within a period of Fifteen (15) days after the Contractor has given the said evidence in support of his appeal decision of the Purchaser shall be the final.

CHIEF ENGINEER/ NCTPS III

SECTION - VII

GENERAL CONDITIONS OF CONTRACT

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

a) The Contractor should full - fill 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.

2.0. POWER SUPPLY:

The contractor should make his own arrangement for extending the power supply from the TNPGL point and also maintain such extension lines at his cost.

3.0 WATER SUPPLY: The contractor should make his own arrangement to provide water to the staff working in location from the TNPGL point

4.0. CLEANING UP: During the execution of work, the Contractor shall remove from the vicinity of the work all, rubbish, unused materials, and other materials, belonging to him or used under his discretion 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.

7.0. WASTE MATERIALS: All waste materials as decided by the site Engineer should be lift out of the compound at Contractor's cost and the Contractor should keep the site always clean during contract period.

8.0. SAFETY, SECURITY AND LIGHTING: Except as hereinafter provided, the Contractor shall unless otherwise specified be responsible for the proper fencing, guarding, lighting around the works area to avoid accidents. Similarly proper security arrangement shall be made by the contractor during stormy weather and high tide conditions of the sea to avoid any loss of property and life.

9.0. HEALTH AND SANITARY RULES FOR WORKERS: The Contractor's special attention is invited that he is required to provide at his own expenses the necessary amenities to the satisfaction of the Engineer at site.

10.0. PRECAUTION DURING WORKING: The contractor should take all precautions necessary and as specified by the Engineer for works. He should at his expenses provide personal protective equipments for all the workmen working. Any special precautions that may be required by the Acts of Rules of the Tamil Nadu Government from time to time shall also be taken by the contractor at his own cost.

11.0. FIRST AID: The contractor should maintain at the works spot, the first aid appliances and medicines. The appliances shall be kept in good order and shall be placed under the charge of a responsible person who shall be readily available at the works site.

12.0. INSPECTION OF WORKS: The OWNER or his duly authorized person shall have at all times, full power to inspect the plant where the contractor is carrying out the work. The written instruction issued by the ENGINEER should be properly carried out by the CONTRACTOR.

13.0 EMPLOYMENT OF QUALIFIED TECHNICAL STAFF IN EXECUTION: The contractor should engage qualified persons for the above works.

14.0. EMPLOYMENT OF CONTRACT LABOUR: The contractor should fulfil strictly all the conditions as stipulated in the contract labour (Regulation and Abolition) Act 1970 and the rules made there under. The Contractor should take out license under Section 12 of the above said Act, within the specified period as mentioned by the Management/ Principal Employer at the time of awarding the contract. The contract shall be terminated if the Contractor fails to obtain a license under Section 12 of the contract labour (Regulation and Abolition) Act 1970 within 30 days of award of contract. As per the Contract Labour Rules 1975, the Contractor should disburse the wages of the contract labours in the presence of authorized representative of the Principal Employer and it should be certified that the amount so paid as wages by such representatives as furnished below: "Certified that the amount shown in Column No. has been paid to workmen concerned in my presence." The wages of contract labour should not be less than that of minimum wages prescribed by the Minimum Wages Act for Contract labour.

15.0. LIABILITY FOR ACCIDENTS TO PERSONS: The Contractor shall indemnify and save harm to the TNPGL against all sections, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by person employed by the Contractor or his sub- contractor on the works whether under the general law or under the workmen's compensation Act 1923, or any other statute in force on the date of the contract, dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under. On the occurrence of an accident which results & in the death of the workmen employed by the Contractor or which is due to the contract work and of so serious as to be likely to result in the death of any such workmen, the Contractor within 24 hours of happening of such accident intimate in writing to the concerned Engineer and such officers required by the provision of the Workmen's Compensation Act the fact of such accident. The Contractor shall indemnify TANG against all loss or damage sustained by TNPGL resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by TNPGL as a consequence, of the TNPGL's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident. In the event of any claim being made, or action brought against the TNPGL involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under clause, the Contractor shall be immediately notified thereof, and he shall with the assistance, if he so require, of the TNPGL but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the TNPGL shall, at the expense of the Contractor, afford all available assistance for any such purpose. In the event of an accident in respect of which compensation may become payable under Workmen's Compensation Act VII of 1923 and any subsequent amendment thereof whether by the Contractor, or by TNPGL, as principal it shall be lawful for the Engineer to

retain out of money due and payable to the Contractor such sum or sums of money as may be in the opinion of the said Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under this clause and will not be subject to any arbitration. Liability for damage or loss to third party including inspection officers due to act of the Contractor or his sub-contractor connected with the execution of the contract shall be fully borne by the Contractor. The Contractor shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the Workmen's Compensation Act. All cases of accidents or injuries shall be reported to the Engineer with all the full details required for the settlement under the Workman's Compensation Act. Liability for damages or loss to third party including inspection officers due to act of the CONTRACTOR or his SUB-CONTRACTOR connected with the execution of this contract shall be fully borne by the CONTRACTOR. The CONTRACTOR shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract, which are adequate for the timely and full settlement of claims under the Workmen's Compensation Act. All cases of accidents or injuries shall be reported to the ENGINEER with full details required for the settlement under the Workmen's Compensation Act. The Contractor should report about all accidents within 24 hours to the Assistant Engineer of TNPGL in the preliminary accident form. He should furnish other particulars such medical certificates, wage particulars, fitness, etc., in due course without delay.

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

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

17.0. LIABILITY FOR DAMAGE TO WORKS OR PLANTS:

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

18.0. SUSPENSION OF WORK:

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

received written notice or authority to the effect from the Engineer. The Contractor shall not be entitled to claim from the TNPGL compensation for any loss or damage sustained by him by reason of the suspension of works as aforesaid. No compensation shall be payable for idle labour, staff and machinery (hired or otherwise) due to occasional power failure or any causes beyond the control of TNPGL and for prearranged shutdowns in electricity supply for which prior notice may be given.

19.0. DEATH, BANKRUPTCY ETC:

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

20.0. NOTICES: HOW TO BE GIVEN:

Whereas legal or other notice or any other documents is to be given to or served up to the Contractor it shall be deemed to be duly given or served, if it shall have been either delivered to him personally or to his recognized agent (including in the case of the company the Secretary of such company) or delivered at or sent through the post addressed to the contractor at the contractor's office in the site or sent through the post addressed to the last known place of business or abode of the Contractor or in the case of a Company to its Registered Office and in the case of a firm of Contractor notice or other documents, which shall be so given to or so served on any one of the partners in such firm, shall be deemed to have been given to or served on all of them.

21.0. SPECIAL CONDITIONS TO BE FOLLOWED REGARDING ENVIRONMENTAL ANGLE:

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

SECTION VII

TECHNICAL SPECIFICATION

Name of work : TNPGL- NCTPS III - Mechanical II Circle - AHP Division –
Servicing and attending the defects of Instrument air compressor (Model - ZR-110)
– 1 No (Serial No. S 33083402) including cost of materials to maintain continuous
ash evacuation in Ash Handling System

SPECIAL CONDITIONS TO EXECUTE THE WORK:

1. The contractor should adhere to all safety precautions and statutory provisions for the workmen and necessary (ESI) insurance should be taken for them. The TNPGL cannot be held responsible for any accidents due to the carelessness of the worker.
2. For any damages to the installations of equipments during working, the contractor should be solely responsible and the cost of damaged part is liable for recovery.
3. Before commencement of works, the contractor should get proper instructions from TNPGL site Engineer after getting proper Line Clear, Work permit and Welding Permit. The work should be completed to the entire satisfaction of TNPGL Engineer within the period of contract.
4. The contractor or his authorized representative should be available at site throughout the period of work. The contractor should intimate the name of his representative before commencing the work.
5. Separate workforce should be engaged by the contractor and the work should be completed as per the target fixed by engaging workmen round the clock as per the direction of the site Engineer in-charge.
6. The contractor should engage only skilled and experienced workmen.
7. Electricity, Water and air shall be supplied by the TNPGL at Chargeable basis and the contractor should make his own arrangement to tap it from the nearest point. Necessary main switch board and other arrangement should be done by the contractor at his cost and supply shall be provided to his main board from the nearest supply point.
8. There should not be any hindrance to other departmental / contract workers working nearby.
9. Food pockets, scraps and other waste materials etc. have to be disposed of immediately from the work spot and the working atmosphere has to be maintained neat & tidy.
10. All tools & plants such as welding generator, gas cutting set, chain blocks and other testing equipment etc. required for the work should be brought by the contractor.
11. Scaffolding arrangements should be provided with ladder attached with handrails to facilitate workers to climb up down safely and he has to bring his own scaffolding materials.
12. As per the safety regulations, LPG should never be used in place of DA gas. If LPG usage has been found, the awarded work will be suspended and penalty of Rs. 500/- will be recovered from the contractor's bill and the contract is liable for cancellation.

13. The quantities to be indicated in the acceptance letter and agreement will be tentative and quantities may increase or decrease based on site condition.
14. All the fouling equipments / pipe lines dislodged to carry out the work has to be routed at the appropriate location after completion of work without any extra.
15. The contractor has to arrange for insurance for all the cadres involved in the work for the period of work.
16. The contractor has to arrange PPE (Personal protective equipment) for the respective works to all the employees during execution of work to ensure safety.
17. The contractor shall indemnify TNPGL against all actions, suits, claims, compensation towards accidents/death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/and to undertake steps properly to insure against any claims there under.
18. For any Safety violation and non-compliance of the statutory acts and rules prescribed respectively under Factories act 1948 and TNF Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of NCTPP-III is charged by the officials of the factories inspectorate with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the Manager of NCTPP-III will be discharged from liability under this Act, in respect of such offence.

SECTION -VIII
GENERAL CONDITIONS (STATUTORY COMPLIANCES):

1. The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
2. The Contractor shall pay the wages to their employees only through digitally (i.e.,) paid directly to the bank account of the employee. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
3. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
4. The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
5. The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.
6. The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his subcontractors. (if permitted)
7. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.
8. The contractors executing the works contract/contract in which labours are engaged should provide an accidental insurance scheme for Rs.2,00,000/- additionally under Pradhan Mantri Suraksha Bima Yojana (PMSBY) scheme through the Bank/Post Office for a premium of Rs.20/- per annum per person, to all the labours engaged by them for the works in TNPGL.

1.0) CONTRACT LABOUR REGULATIONS :

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

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

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

(iv) Employment Card:

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

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

c). The Form 25-C ID card should have the following additional information
(i).EPF UAN No.(ii) ESI IP No. (iii) Aadhar.No. and the card should have QR code provisions, so as to confirm the Name, EPF & ESI using the QR code facility.

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

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

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

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

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

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

- a. Full particulars of the labourers who met with accident.
- b. Rate of Wages.
- c. Sex.
- d. Age.
- e. EPF UAN number
- f. ESI number
- g. Aadhaar number
- h. Nature of accident and cause of accident.
- i. Time and date of accident.
- j. Date and time when admitted in hospital.
- k. Date of discharge from the hospital.
- l. Period of treatment and result of treatment.
- m. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- n. Claim required to be paid under Workmen's Compensation Act.
- o. Date of payment of compensation.
- p. Amount paid with details of the person to whom the same was paid.
- q. Authority by whom the compensation was assessed.
- r. Remarks. [Note: k,l,m,n for the workmen not covered under the ESI provisions].

(viii) Preservation of Registers: The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be

preserved for 3 years after the date on which the last entry is made therein.

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

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

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

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

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

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

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

2.0) Compliance of EPF & MP Act, 1952:

- a. The Contractor who take up works contract for TNPGL 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.
 - 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 has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL.
 - h. In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above. The EPF employer contribution will be restricted upto Rs.15,000/- only.

3.0) Compliance of ESI Act 1948:

- a. The contractor who take up the works contract for TNPGL is required to comply with all the provisions stipulated to ESI Act 1948.
- b. The contractor should have a separate ESI main code number.
- c. The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- d. The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.
- e. The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.
- f. he contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work.
- g. In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TNPGL has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL.

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

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

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

for giving compensation to the workers” under the Employee’s Compensation Act.

4.0) Statutory Compliance Clearance Certificate:-

The contractor has to submit the following statutory documents to the section officer and Labour welfare officer for certification and verification respectively before claiming the bill:

1. EPF ECR- (Electronic Challan Cum Return) PDF format downloaded from the EPFO portal. EPF Payment Confirmation Receipt - PDF format downloaded from the EPFO portal should be submitted.
2. EPF Combined Challan - PDF format downloaded from the EPFO portal.
3. Muster Roll should be in PDF/ Excel format only Form No.XXVI (or) as per the provision of the Act/Rule in force.
4. Wage Register should be in PDF/ Excel format only Form No. XXVII (or) as per the provision of the Act/Rule in force.
5. The Employees' State Insurance Act, 1948 - Double Verification Challan.
6. The Employees' State Insurance Act, 1948 - ESI Contribution History and documents.
7. The Contract Labour (Regulation and Abolition) Act, 1970, Labour Licence Form-IV (one time)

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

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

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

- a. The Contractor who take up works contract for TNPGL should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
- b. The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified 31 from time to time and shall also indemnify TNPGL/ TANGEDCO/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 is required to comply with all the provisions of the InterState Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TNPGL from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour licence before executing the works.
- d. The contractors should maintain the following records as per section 78 of

Contract Labour (Regulation & Abolition) central rules 1971.

- i) Muster Roll in Form – XVI.
- ii) Register of Wages in Form – XVII.
- iii) Register of overtime in Form – XVIII.
- iv) The contractor shall issue an photo identity card to his employees.

7.0) Wages:-

- a. The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
- b. The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.
- c. The Contractor shall pay the wages to their employees only through digitally (i.e.,) paid directly to the bank account of the employee. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).

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

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

9.0) ESI Documents for While Claiming Bills:-

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

S.No	IP.No	IP.Name	No. of days	Wages	IP Contributions
------	-------	---------	-------------	-------	------------------

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

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

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

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

New Forms:

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

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

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

12.0) SAFETY CONDITION:-

- (i) All the relevant personal protective equipment's like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.

- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- (v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- (vi) If any accident occurs, it should be informed to the concerned officer of TNPGL in writing by the concerned contractor immediately.
- (vii) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.

- (a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.

- (b) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

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

- (i) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

- (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

- (b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

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

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

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

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

13.0) Deployment of man power :

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

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Schedule - A**TECHNICAL SPECIFICATION OF WORKS**SPECIFICATION.NO. **CE/SE/M II/NCTPS III / 04 /2026-27**

Name of Work: TNPGL- NCTPS III - Mechanical II Circle - AHP Division – Servicing and attending the defects of Instrument air compressor (Model - ZR-110) – 1 No (Serial No. S 33083402) including cost of materials to maintain continuous ash evacuation in Ash Handling System.

Sl.No	Qty	Description of work
1	1 No	Servicing of Instrument Air Compressor Make : ATLAS COPCO ,Model - ZR – 110, involves complete inspection of the compressor, dismantling, replacing worn-out spares, erection, testing and commissioning the compressor for bottom ash conveying system including spares, service charges , consumables and T&P etc., Model :ZR – 110 (Spares): 1) Sensor Press (1089962518) - 1 No 2) Pressure Sensor (1089057595) - 1 No 3) Sensor Press (1089962516) - 1 No 4) Temperature Sensor (1089057470) - 1 No 5) Elektonikon MK5 I/O2 (1900520033) - 1No 6) Elektonikon MK5 Touch SEM 3G (1900520410) - 1No 7) Valve Solenoid (1089943916) - 1No 8) Valve Solenoid (1089943918) - 1No 9) Valve (1621744300) - 1 No
2	3 Days	Service Charges (3 Man Days / Compressor)

CHIEF ENGINEER / NCTPS III

SCHEDULE – B

PRICE SCHEDULE

DOWNLOAD THE BOQ (EXCEL SHEET), QUOTE THE PRICE & UPLOAD
SPECIFICATION NO. **CE/SE/M II/NCTPS III / 04 /2026-27**

Sl.No	Qty	Description of work	SAC /HSN Code	Rate Per	GST
1	1 No	Charges for Servicing of Instrument Air Compressor Make : ATLAS COPCO ,Model - ZR – 110, involves complete inspection of the compressor, dismantling, replacing worn-out spares, erection, testing and commissioning the compressor for bottom ash conveying system including spares, service charges , consumables and T&P etc,. Model :ZR – 110 (Spares): 1) Sensor Press (1089962518) - 1 No 2) Pressure Sensor (1089057595) - 1 No 3) Sensor Press (1089962516) - 1 No 4) Temprature Sensor (1089057470) - 1 No 5) Elektonikon MK5 I/O2 (1900520033) - 1No 6) Elektonikon MK5 Touch SEM 3G (1900520410) - 1No 7) Valve Solenoid (1089943916) - 1No 8) Valve Solenoid (1089943918) - 1No 9) Valve (1621744300) - 1 No	To be quoted on line		
2	3 Days	Service Charges (3 Man Days / Compressor)			

Note:

1) The price quoted will be inclusive of EPF & ESI and there will not be any reimbursement of EPF & ESI.

2. While quoting the rates the bidder shall indicate the Service Account Code, applicable GST for all the tendered items as per GST Act.

3. L1 bidder shall be determined by comparing the combined value of all inclusive rate quoted by each bidder, subject to provision under clause 16.0 of section IV of Tender Specification.

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION :

COMPANY NAME :

CHIEF ENGINEER/ NCTPS III

SCHEDULE – 'C'

DEVIATION FROM TECHNICAL SPECIFICATION

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

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:

Signature :

Designation :

Company :

Date :

SCHEDULE – 'D'

DEVIATION FROM COMMERCIAL TERMS AND CONDITIONS

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

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:

Signature :

Designation :

Company :

Date :

SCHEDULE – E

BIDDER EXPERIENCE

The Bidder shall furnish here a list of similar works executed by him to whom a reference may be made by the firm, in case the firm considers such a reference is necessary.

Sl. No.	Name and address of the organization	Description of works	Order. No. and Date	Value of order in Rs.	Date of completion of order

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION :

COMPANY NAME :

SCHEDULE-F
QUESTIONNAIRE FORM

INSTRUCTIONS:

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

Sl. No.	PARTICULARS	Bidder's Response
1.	Name & Address of the Firm / Company	
	a)Registered Office	
	b) Factory / works Address	
	c) Fax No.	
	d) E-mail id	
	e) GSTIN No.	
	f) PAN No.	
2.	Name, Designation & Address of the person signing the tender	
3.	EARNEST MONEY DEPOSIT	
	a) Mode of payment (tick whichever is applicable)	<u>online</u>
	b) If exempted,	Rs. /-
	i) State whether the bidder is Udhayam Registration holder /PEMD	YES/NO
	ii) Whether Reference of documentary evidence towards exemption uploaded	YES / NO
	iii) State the Validity Period of the Registration	YES / NO
	iv) Whether Undertaking in a non-judicial Stamp paper for a value of Rs.500/- in lieu of EMD exemption uploaded	YES/NO
	v) Whether copies of Chartered accountant certificate for Annual turnover and investment in plant & machinery to ensure the Status of Micro / Small Enterprises for extending exemption is uploaded	YES/NO
4.	BID QUALIFYING REQUIREMENTS	
	i) whether copies of relevant previous purchase orders uploaded	YES / NO

	ii)whether copy of End user certificate for satisfactory performance of works uploaded	YES / NO
	iii)whether copies of evidences for Annual turnover uploaded	YES / NO
5.	VALIDITY	
	Whether your offer is valid for a period of 90 days from the date of opening of commercial/technical bids	YES / NO
6.	PRICE	
	i) Whether the price quoted is FIRM for a period of one year from the date of receipt of contract.	YES / NO
	ii) Whether the following break ups for the quoted Unit Price have been mentioned in Schedule-B of the Specification	
	A)WORKS PORTION	
	Price per Unit	YES / NO
	GST in percentage	
	SAC Code No.	SAC Code:
	Note: The above break-up details should be furnished clearly without any ambiguity failing which the offer is liable for rejection	
7.	PAN, GSTIN, EPF & ESI	
	i)whether proof of PAN number uploaded	YES / NO
	ii)whether proof of GSTIN number uploaded	YES / NO
	ii)whether proof of EPF &ESI number uploaded	YES / NO
8.	TECHNICAL SPECIFICATION	
	Whether the works offered are exactly as per technical specification (Schedule –A) of the tender specification. Deviation or Nil deviation should be mentioned in Schedule “C”	YES / NO

9.	COMMERCIAL TERMS	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION V OF TENDER SPECIFICATION	
	a) Payment terms (clause 15.0)	YES / NO
	b) Period of Contract (Cause 9.0)	YES / NO
	c) Liquidated Damages (Clause 7.0)	YES / NO
	d) Guarantee (clause 10.0)	YES / NO
	e) Security Deposit / SD CUM PBG (clause 4.0)	YES / NO
	f) Jurisdiction for legal proceedings (clause 28.0) (whether Necessary Undertaking uploaded)	YES / NO
	Deviation or Nil deviation should be mentioned in Schedule "D"	
10.	TENDER ACCEPTANCE LETTER	
	Whether Tender acceptance letter as per Schedule G signed with company Seal on letter head and uploaded in the technical Bid	YES / NO
11.	UNDERTAKING FOR PAYMENT OF DUES TO TNPGL	
	Whether Undertaking for payment of dues to TNPGL in Non-Judicial Rs. 500/- Stamp Paper as per Annexure IV uploaded	YES/NO
12	Declaration FORM as per Schedule -H	YES/NO

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY
(Affix seal of the company)

UNDERTAKING

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

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY (Affix seal of the company)

SCHEDULE-G
TENDER ACCEPTANCE LETTER

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

(To be given on Company Letter Head)

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

Date: -----

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender: -----

Dear Sir,

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

SCHEDULE-H

Specn No: CE/SE/M II/NCTPS III / 04 /2026-27

DECLARATION FORM

To

The Chief Engineer,
North Chennai Thermal Power Station,
- III,
Chennai-600120.

Dear Sirs,

Having examined the above Specification together with the accompanying schedules and annexures etc., we hereby offer to the works covered in this Specification at the rates entered in the attached schedule of prices.

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

In accordance with security deposit cum Performance Bank Guarantee clause 4.0, Section – V, of the Specification we agree to furnish security cum Performance Bank Guarantee to the extent of 5% of the total value of the contract.

Yours faithfully,

PLACE:

SIGNATURE:

DATE:

DESIGNATION:

COMPANY SEAL:

COMPANY:

ANNEXURE - I
SELF-DECLARATION

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

ACCEPTANCE LETTER to pay amount equivalent to EMD

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender/Work:

Dear Sir,

I/We _____ hereby accept and authorize the TNPGL to recover the amount equivalent to EMD Rs. _____ (Rupees _____ (IN WORDS)) together with costs if any, in the event of non-fulfilment of the conditions stipulated in the tender specification immediately when a demand is raised by the TNPGL against the tenderer without any demur in the event of the following :

- i) If I/We withdraws the tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
- ii) If I/We revises any of the terms quoted during the validity period, without specific request by the TNPGL.
- iii) If I/We violates any of the conditions of the Tender Specification No..... dated.....
- iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.

In all the cases, where EMD paid shall be forfeited along with applicable GST.

SIGNATURE

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY.

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

ANNEXURE - II

FORMAT FOR UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

in Rs.500.00 NJS Stamp paper

**THIS DEED OF UNDERTAKING EXECUTED AT ----- ON THIS THE
..... BY Messers.....**

hereinafter called the "TENDERER" (which expression where the context so admits mean and include their agents, Representatives, Successors – in – Office and Assigns).

TO AND in favour of **CHIEF ENGINEER / NCTPS III / TNPGL** a subsidiary of TNEB Limited, and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002, herein after called the "**TAMIL NADU POWER GENERATION CORPORATION LIMITED**" (which expression shall where the context so admits mean and include the successors – in – office and assigns).

WHEREAS the TNPGL has called for acceptance of jurisdiction of legal proceedings.

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

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

In the presence of Witnesses :

(With Name, Signature and complete address)

1.

SIGNATURE :
NAME IN BLOCK LETTERS :
SEAL OF THE COMPANY :

2.

A N N E X U R E- III (A)

ELECTRONIC BANK GUARANTEE FOR EMD

Beneficiary: The Financial Controller/ NCTPS III

Date:

EBG Guarantee No:

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

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

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

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

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

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

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

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

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

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

Signature

With seal of the Bank

(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)

A N N E X U R E- III (B)
BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE
GUARANTEE

(In a Non - Judicial - Rs.500/- Stamp Paper)

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

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

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

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs...../- (Rupees..... only)

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Purchaser.

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

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

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

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

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

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

In the presence of witnesses:

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

2.
Name in capitals to be subscribed with designation, office address or residential address)

ANNEXURE - IV

(In Non-Judicial Rs. 500 Stamp Paper)

UNDERTAKING FOR PAYMENT OF DUES TO TNPGL

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE

.....Day of.....By Messrs.....

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

TO AND IN FAVOUR OF

"The **TNPGL** a company registered under the provisions of the Companies Act, 1956", having its office at 144, Anna Salai, Chennai – 600 002, herein after called the "**TAMIL NADU POER GENERATION CORPORATION LIMITED**" (Which expression shall where the context so admits mean and include the successors – in – office and assigns).

WHEAREAS the TNPGL has called for an undertaking from the Tenderer empowering the TNPGL to recover the dues if any.

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

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

COMPANY SEAL

SIGNATURE OF THE TENDERER :

NAME :

DESIGNATION :

DATE :

ANNEXURE - V

UNDERTAKING

(The undertaking should be submitted by the Contractors in Rs.500/- NJ Stamp paper for the respective Works while claiming the Part/ Final Bills)

Nature of the Work :

Order No :

1. I/ We hereby state that, the EPF & ESI Employee and Employer Contribution has been remitted for all the Workers engaged for execution of the respective contracts.
2. I/ We hereby state that, there are no EPF & ESI dues to be remitted in respect of the period of execution of the respective contracts, and in case, if there is any shortfall of discharging the EPF & ESI obligations on our part (Contractor) at later date, TNPGL shall not be responsible for the consequent Legal/ Financial obligations.

Date :

Place :

Authorized Signatory

(Contractor with seal)

ANNEXURE - V (A)

INDEMNITY BOND AND CERTIFICATE FOR EPF/ESI

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

EPF Code No. of the firm;

ESI Code No. of the firm:

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

Summary:

1.Date of payment made to the employee.

2.Date of payment for EPF/ESI subscription along with the copy of challan.

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

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

Certified that the employer contribution of the mentioned workers has not be claimed at any organization (or) TNPGL.

INDEMNITY BOND:-

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

ANNEXURE - VI

FORMAT OF DECLARATION TO BE SUBMITTED BY THE L1 BIDDER DURING NEGOTIATION

UNDERTAKING TOWARDS GST

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

THIS UNDERTAKING executed at.....on this
..... day of by M/s.a
company registered under companies Act, 1956, having its registered office at
.....herein-under called the " Tenderer " to and in favour of
**TAMILNADU POWER GENERATION CORPORATION LIMITED, GSTIN
33AAKCT7598K1ZI**, a subsidiary of TNEB Limited, and is the successor to erstwhile
TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity
Avenue, 144, Anna Salai, Chennai - 600 002 and represented by
.....hereinafter called the "TNPGL".

WHEREAS the contract is for the supply in terms of the **TENDER
SPECIFICATION NO..... /2025-26**

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

or

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

or

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

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

or

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TNPGL by way of commensurate reduction in prices and as such We hereby declare that we **do not have any input tax credit benefit** on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TNPGL failing which TNPGL may take appropriate action.

Signature of bidder with Company Seal.

Note: Bidder may strike out the paragraph which is not applicable

Annexure-VII

(Specification No. _____, Due for submission on _____)

SELF DECLARATION FORM

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

To

The Chief Engineer/Electrical,
NCTPS III.
TNPGL,
Atthipattu, Chennai120.

Dear Sir,

1. Having examined the above specification together with the accompanying schedules etc., we hereby offer to provide the services as per scope of tender 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. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

4. Our Company have not applied for proceedings to the National Company Law Tribunal (NCLT)/National Company Law Appellate Tribunal (NCLAT) as per provision of Insolvency & Bankruptcy Code, during the past three years 2022- 23, 2023-24 & 2024-25 as on date of submission of the bids.

5. Our Firm/Proprietor/Partnership have not applied for insolvency during 2022- 23, 2023-24 & 2024-25.

Yours faithfully,

PLACE :

DATE :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

COMPANY SEAL :
