



TAMIL NADU POWER GENERATION CORPORATION LIMITED

TUTICORIN THERMAL POWER STATION

**Office of the Superintending Engineer / Civil,
Tuticorin Thermal Power Station
Tuticorin – 628 004.**

Contact No. 0461 – 2352468 e-mail id: secttps@tnebnet.org Mobile No.9445856876

SPECIFICATION FOR TNPGL – TTPS – Civil Maintenance Circle – CMD – I – Supply of potable water (of desired quality) through private suppliers through lorries to Power House Site @ GLR-I for DM Plant - I & II at TTPS for a period of two months (i.e) September' 2026 and October' 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.

Lot No.	Description by material	Qty per day KL (approx.)	Qty for 2 Months (or) 61 days KL (approx.)	EMD	Delivery location
1.	Potable water (of desired quality and standard as per specification)	1000 KL	61,000 KL	Rs.1,30,300/-	TTPS Power House Site at GLR I for DM Plant – I & II

TNPGL invites tenders from the eligible bidders / suppliers in NIC through e-tendering system for the Supply of potable water (of desired quality) through private suppliers through lorries to Power House Site @ GLR-I for DM Plant - I & II at TTPS for a period of two months (i.e) September' 2026 and October' 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.

THROUGH E-TENDERING

SPECIFICATION NO: CE/TTPS/SE/CIVIL/122 /2026 - 2027.

OPENING DUE ON 09.10.2026

OPEN TENDER / TWO PART SYSTEM

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

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

1.0 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.

2.0 Registration

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

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

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

2.4 Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)**(Class 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.

2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

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

2.7

he URL for online bid submission in e-tender is <https://tntenders.gov.in/nicgep/app>

3.0 Contact persons:

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

e-mail : support.etender@nic.in

Contact No. : 044 – 24466495

24902580 Extn:332

24917850

4.0 System Requirement:

- i. Operating System: Windows XP-SP3 & above
- ii. Internet browser: IE7 and above.
- iii. Signing type: Digital Signature (class III)
- iv. JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be downloaded and installed in the system.

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

5.0 Searching for Tender Document:

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

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

5.1 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.

6.0 Preparation Of Bids

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

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

6.0 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Since the uploaded documents shall be downloaded for evaluation of bid, bidders are

advised to upload clear scanned copies. One hard copy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TNPGL after opening of the e-tender.

- 6.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 6.4 The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

7.0 Electronic Submission Of Bids:

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

PROCEDURE FOR SUBMISSION OF BIDS:

- 7.1 Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.3 Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT by way of account transfer as applicable and enter details of the instrument.
- 7.4 The scanned copy of payment made through RTGS/NEFT towards EMD amount has to be uploaded. TNPGL shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 7.5 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.
- 7.6 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.
- 7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- 7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.9 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.
- 7.10 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.

- 7.11 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 Bid:

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

8.0 Modification and withdrawal of bids:

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

9.0 ASSISTANCE TO BIDDERS:

- 10.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 10.2 Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

11. Bidding Process:

The entire bidding process is divided into two stages (Stage-I and Stage-II) and will be through e-tender.

12. Process of e-tender:

The e-tender shall have two parts—Techno-Commercial Bid (**Part1**) and Price Bid (**Part2**)

The bidder must fill up both the Part 1 and Part 2 of e-tender and upload all necessary documents before making final submission. During tender opening, the Techno-Commercial bids (Part-1) will be opened electronically on specified date and time as given in the tender document. The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders.

13. Opening of price bids of e-tender:

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

The bidder should note that only a file which is “attached” with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made Final Submission. Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final Submission will be treated as non-submission of bid in e-tender.

Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only)

Bidders are advised to see the web site regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said tender after downloading the tender document. There possibility of downloading the related corrigendum, if any, will be that of the bidders.

E-tender cannot be accessed after the due date and time for bid submission.

14. Bidding in e-tender:

- a) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- b) During the entire e-tender process, the bidders will remain completely anonymous to one another and

also to everybody else.

- c) TNPGL reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
- d) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- e) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- f) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIT.
- g) No deviation to the technical and commercial terms & conditions are allowed.

SECTION - I **EARNEST MONEY DEPOSIT**

Tenderer should pay the specified amount towards Earnest Money Deposit.

- i(i). The Earnest Money Deposit specified above to be paid through online payment Gateway mode.
- i(ii). If submitting Earnest Money Deposit as PEMD/Udyam(SS1) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files. PEMD holders of Rs.20 lakhs and above at TNPGL headquarters or at TTPS held under revised slab are exempted from payment of EMD.
- i(iii). After confirming the EMD paid amount / Exemption uploaded, then only the system /tender portal will allow to submit the technical and financial bids.
- i(iv). Mode of Payment:
 - a) The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in). All the payments for the tenders like Earnest Money Deposit will be carried out by the Tenderer only through online payment mode. The Earnest Money Deposit amount should be the exact amount and no excess or less amount should be transferred through online payment gateway services of State Bank of India (SBI). If excess or short, the tender status will be shown as invalid. The Earnest Money Deposit payment to be made only single payment.
- ii. 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.

PEMD holders of Rs.20 lakhs and above at TNPGL headquarters or at TTPS held under revised slab are exempted from payment of EMD.

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

- iii. The EMD will not carry any interest.
- iv. The Earnest Money Deposit will be auto refunded to the unsuccessful tenderers after intimation of the rejection/non-acceptance of their tender.
- v. 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.
- v(i). Any other mode of payment of EMD shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the Government portal.
- i) V(ii). If the offer is found to be bogus or false during evaluation, EMD made by Tenderer will be forfeited any other mode of payment of EMD other than on line payment shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.

1. Conditions for Liable for rejection of bids:

- a. Tenders received without this undertaking will be disqualified.
- b. Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.
- c. Signature of witnesses should be affixed at the end of undertaking along with details of name and address.

2. 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 NEFT/RTGS.
- ii) The proof of exemption of EMD with an undertaking in lieu of EMD.

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

- (a) he withdraws his tender or backs out after acceptance.
- (b) he withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
- (c) he violates any of the provisions of these regulations contained herein.
- (d) he revises any of the terms quoted during the validity period.
- (e) in the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNPGL.

4. REJECTION OF TENDERS:

- I. Tenders will be **SUMMARILY** rejected if
 - a) The EMD requirements are not complied with.

- b) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
- c) Not satisfying any one of the Bid Qualification Requirement as stipulated.
- d) The offers received from bidder who had not registered themselves with GST and not submitted GSTIN will be summarily rejected.

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

- a) Not covering the entire scope of Work.
- b) With validity period less than that stipulated in this specification.
- c) Not in conformity with TNPGL's Commercial terms and Technical Specifications
- d) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
- e) From any black listed Firm or Contractor.
- f) From a tenderer whose past performance / Vendor rating is not satisfactory
- g) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- h) The tenderer who are not having separate ESI code and EPF code.
- i) GST is not active at the time of opening the tender.

5. **TENDER EVALUATION:**

The L1 rate shall be arrived on the total price offered as the tendered works are considered as a single package.

T.Nadu Transparency in Tenders Act 1998 and the T.Nadu Transparency in Tender Rules 2000 & subsequent amendments thereof are applicable to this Tender.

• **SUBMISSION OF TENDER OFFER:**

- a) 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, only as per the formats prescribed herein.
- b) The Tender Offer 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. **MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

- i) 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 .
- ii) In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Superintending Engineer/C / TTPS will clarify the same.
- iii) If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer / Civil / TTPS on the clarifications will be final and binding on the Tender.
- iv) All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- v) All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

3. **TENDER OPENING :**

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

The Tender offers will be opened electronically at 14.30Hrs. on the date notified at the Office of the Superintending Engineer/CIVIL/TTPS/Tuticorin-04 through <https://tntenders.gov.in/nicgep/appin> in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

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

Price bids (Part-2) of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically **by the nominated members** on the same day itself. If the Due date of opening is declared as a holiday, the tender will be opened on the next working day at 14: 30 hrs.

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 contract:

1	Tender Specification No.	CE/TTPS/SE/CIVIL/122 /2026 - 2027
2	Name of the work	TNPGL – TTPS – Civil Maintenance Circle – CMD – I – Supply of potable water (of desired quality) through private suppliers through lorries to Power House Site @ GLR-I for DM Plant - I & II at TTPS for a period of two months (i.e) September' 2026 and October' 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.
3	Quantity	01 Item
4	Method of Tender	Open Tender (Two-Part) system through E-Tender online part I & II, through M/s. NIC web portal https://tntenders.gov.in/nicgep/app .
5	a) Earnest Money Deposit	Rs.1,30,300/- (Rupees One Lakh Thirty Thousand and Three Hundred only) to be paid through online mode. i.e.,Online Payment provision available at NIC Portal itself under bid submission window through the common pool account by integrating the payment gateway services of state bank of India” or irrevocable bank Guarantee.
	b) Permanent EMD for Tenders of value	PEMD holders of Rs.20 Lakhs and above at TNPGL Head Quarters held on or after 03.12.2021 are only eligible to participate in the tender.
6	URL for online bid submission for e-tender	https://tntenders.gov.in/
7	Last date for submission of EMD	08.10.2026 up to 14.00 Hrs.
8	Date & Time of closing of online e-tender for submission of techno commercial bid & price bid	08.10.2026 up to 14.00 Hrs.
9	Date & Time of opening of tender electronically	09.10.2026 up to 14.00 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.TNPGL.gov.in https://tntenders.gov.in/
11	Documents to be uploaded by the Tenderers during e-submission	e-Receipt/ Evidence for PEMD/ Evidence for EMD exemption, Schedules A to I and Annexure and other documents whichever is applicable to be uploaded Prices should be quoted online as per Schedule 'B' only. BOQ
12	Bid Qualifying Requirements	Refer Section – II
13	Rejection of Tenders	Refer Section – III
14	Purchase preference to Enterprise owned by Scheduled Castes or Scheduled Tribes	Refer Clause 7.5 of Section -IV

15	Address for any clarification	The Superintending Engineer, Civil Maintenance Circle, Tuticorin Thermal Power Station/ Tuticorin – 628 004. Email id : secttps@tnebnet.org Contact No : 0461 – 2352468
	COMMERCIAL TERMS & CONDITIONS	
16	GSTIN	GSTIN Number shall be furnished in the offer
17	Tender sample	Not Applicable
18	Validity	180 days The quotation should be valid for a acceptance for period of at least 180 days from the date of offer. As per Clause 8.0 of Section IV.
19	Payment Terms	As per Clause 14.0 of Section V.
20	Period of Completion	For a period of two months (i.e) September' 2026 and October' 2026 (or) 61 Days from the Date of Commencement of Work whichever is later. (As per Clause 15.0 of Section V)
21	Liquidated Damages	As per Clause 18.0 of Section V
22	Guarantee	As per Clause 19.0 of Section V
23	Security Deposit cum PG	As per Clause 20.0 of Section V
24	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
25	Detailed TNPGL's Terms and Conditions furnished in Section I to VII, except the clauses which are mentioned "Not applicable" in Tender Specification Abstract, may be followed.	
26	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.	
27	The Tamil Nadu Transparency in Tender Act 1998 and the Tender Transparency in Tender Rules in 2000 and Tender Regulations and subsequent amendments are applicable in this tender.	
28	Any technical clarification / Negotiation raised by TNPGL should be replied within 48 hours from the receipt of letter.	

Encl: 1) Section – I to VII, 2) Schedules A to J,3) Annexure – I to XII

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SECTION -I

EARNEST MONEY DEPOSIT

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

1.1. Earnest Money Deposit: **Rs.1,30,300/- (Rupees One Lakh Thirty Thousand and Three Hundred only)**

To be paid through online payment Gateway mode:

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

Bank Guarantee (BG)

1.4) The EMD in the form of Bank Guarantee (BG) with one year validity is also acceptable. However, the same should be submitted in original before the time of tender opening. Otherwise, the tender shall be specified as summarily rejected citing the non compliance of EMD.

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

1.6) In the event of bidder submitting the EMD in the form of BG, the scanned copy of BG should be uploaded in the portal and should be submitted in original within three working days from the date of tender opening failing which the offer will be summarily rejected.

1.7) The Bank Guarantee shall be valid for one year and the beneficiary details as below:

Account No. : 120030084197
Name of the Bank : Canara Bank TTPS Branch
IFSC Code : CNRB0008501

1.8) The e-receipt of payment of EMD through NEFT/RTGS/Accounts Transfer 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

The EMD will not carry any interest.

Only Online Mode of payment shall be accepted , i.e., the Common pool account created by the Finance Department, Government of Tamil Nadu by integrating the payment Gateway services of State Bank of India.

The tenders shall be rejected, if EMD Payment is not made in the prescribed manner as above.

1.9) 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.

2.0) Mode of Payment

The online payment Gateway has been enabled for TNPGL in TN Tenders portal

(www.tntenders.gov.in). All the payments for the tenders like Earnest Money Deposit will be carried out by the Tenderer only through online payment mode. The Earnest Money Deposit amount should be the exact amount and no excess or less amount should be transferred through online payment gateway services of State Bank of India (SBI). If excess or short, the tender status will be shown as invalid. The Earnest Money Deposit payment to be made only single payment. The Earnest Money Deposit amount should be paid 5 days before tender closing date.

3.0) **PEMD holder of Rs.20 Lakhs and above is eligible to participate in this tender.** Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNPGL as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller / Purchase and upload copy of the same along with the tender. PEMD for TANTRASCO will not be considered. PEMD holder shall also upload an undertaking in a non-judicial stamp paper not less than Rs.500/-.

4.0) The EMD will not carry any interest.

Only Online Mode of payment shall be accepted, i.e., the Common pool account created by the Finance Department, Government of Tamil Nadu by integrating the payment Gateway services of

State Bank of India.

The tenders shall be rejected, if EMD Payment is not made in the prescribed manner as above.

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

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

Note: As per Govt of Tamil Nadu, vide G.O.Ms.No.199,Finance (Salaries) Department, dated 27.06.2022, the SSI units outside the state of Tamil Nadu are not eligible for exemption from payment of EMD in TNGPCL tenders against Udayam Registration Certificate even though registered in Udyam Portal for tendered items.

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

5.1 Classification of Enterprises:

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

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

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

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

5.2 Calculation of Turnover:

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

A certificate from Chartered Accountant with UDIN along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover to be uploaded.

5.3 Calculation of Investment:

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

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

5.4 Composite Criteria of investment and turnover for classification:-

1. A Composite criterion of investment and turn over shall apply for classification of an enterprise as micro, small or medium.

2. If an enterprises crosses the ceiling limit specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover subject to transition period in classification as specified in Clause 7.5.

3. All units with Goods and Services Tax Identification Number (GSTIN) listed against the same permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

5.5 Updating and transition period in classification:

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

REFUND OF EMD :-

(i) The Earnest Money Deposit paid by the unsuccessful bidders will get refunded from the Common pool account created by the Finance Department, Government of Tamil Nadu after finalizing the tender and issuance of P.O/AOC

(ii) The EMD amount deposit will be refunded to the successful tenderers on receipt of the detailed Purchase order and also after acceptance of Security Deposit

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

I. Copy of Udyam Registration Certificate or any other valid registration certificate /proof as notified by the Government of India in respect of the items manufactured by them for participation.

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

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

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

- i) If the documentary evidences towards Exemption from payment of EMD are not uploaded.
- ii) If the tendered items are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- iii) If not furnished the chartered accountant certificate with UDIN for investment held in Plant and Machinery or Equipment and Annual turnover value.
- iv) If the SSI units located outside the state of Tamil Nadu availed for EMD exemption.
- v) If the proof of exemption of EMD with an undertaking in lieu of EMD not uploaded.
- vi) If the EMD undertaking is not signed / authenticated in all pages of undertaking.
- vii) If the undertaking is without Signature of witnesses along with details of their name and address.

8.0) 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 NEFT/RTGS or other appropriate documents such as Bank Account Scroll in case of Account transfer from same Bank.
- ii) The proof for exemption of EMD and chartered accountant certificate with UDIN for investment held in plant and machinery or Equipment and Annual turnover value.
- iii) The proof of Permanent EMD Holder.

9.0) The Earnest Money Deposit made by Tenderer will be forfeited on the following conditions :

i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.

ii) If he revises any of the terms quoted during the validity period.

iii) If he violates any of the conditions of the Tender specification.

iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.

v) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TNPGL Limited.

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

vii) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TNPGL.

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

SECTION- II

BID QUALIFYING REQUIREMENTS

SPECIFICATION.NO. CE/TTPS/SE/CIVIL/122 /2026 - 2027.

The bidders / suppliers shall become eligible for the supply of potable water on following the Bid Qualification Requirements and uploading the required documentary evidences.

- 1.The bidder should have previous experience in water supply arrangement / potable water supply @ 250 KL/ Day for a quantity of 15,250 KL within a continuous period of 61 Days (or) for a proportionate quantity within a lesser period in any of the TANGEDCO/ TNPGL/ TNPDL / TNGEL / State/ Central Govt. Organisation/ Public Sector Undertaking in India within the last 10 years from the date of tender opening.
2. The bidder / supplier furnish the performance certificate for having supplied above quantity of water to the end user and the same should be furnished along with bid. In case the bidder / suppliers executed order to TANGEDCO/ TNPGL/ TNPDL / TNGEL / TNEB, the performance certificate shall be obtained from the end user by the tender inviting authority.
3. The bidder / suppliers annual turnover shall be more than Rs.43,45,250/- for the last three financial years (2022 – 2023, 2023 – 2024 & 2024 – 2025).
4. (a)In case of companies registered under companies act, the copy of the audited financial statements like profit & loss account and Balance sheet along with UDIN certified by the practicing Chartered accountant for above mentioned three years shall be uploaded.
(or)
4. (b) In case of others, copy of income tax statements or copy of Sales tax certificates or GST Turnover Certificates for all the three years shall be uploaded as documentary evidence to ensure the annual turnover criteria.
5. Documentary evidences in support of all the above requirements shall necessarily be scanned and uploaded during e-submission of the tender. In the absence of uploading of above supporting documents, 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 Through online payment gateway mode.**
 - 3) Not accompanied by the requisite EMD or proof of EMD exemption.
 - 4) **EMD exemption availed by the SSI UNITS located outside the state of Tamil Nadu.**
 - 5) **Not accompanied by undertaking/agreement where EMD is exempted.**
 - 6) Not accompanied with copies of evidences for meeting the **bid qualification requirement.**
 - 7) Does not meet Bid Qualification Requirement.
 - 8) Received from any blacklisted firm or contractor.
 - 9) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
 - 10) Offer is made for the part of the materials and not the whole of the material covered under the specification, may be rejected
 - 11) The documents furnished with the offer being found to be bogus or the documents contain False particulars.
 - 12) Not accompanied with tender sample if requested and not in conformity with TNPGL's technical specification.
 - 13) Received from a tenderer who is directly or indirectly connected with Government service or TNPGL Service or service of Local Authority.
 - 14) Price is indicated in Techno-commercial bid
 - 15) Offer received from joint venture/consortium
 - 16) Incomplete and evasive offer.
 - 17) Not in the prescribed Form & Procedure
 - 18) From the approved tenderer, whose permanent EMD is not adequate for this tender.

B) Tender is LIABLE for rejection if,

- 1) received without GSTIN 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 I.
- 6) Not accompanied with descriptive literature and Pamphlet of the material along with the offer.

SECTION- IV

GENERAL TERMS AND CONDITIONS

1.0. THE TAMILNADU TRANSPARENCY IN TENDERS ACT 1998:

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

2.0 SCOPE OF SUPPLY:

- 2.1 The Scope of bidder described in Schedule-A – TNPGL – TTPS – Civil Maintenance Circle – CMD – I – Supply of potable water (of desired quality) through private suppliers through lorries to Power House Site @ GLR-I for DM Plant - I & II at TTPS for a period of two months (i.e) September' 2026 and October' 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.

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.

3.0 SUBMISSION OF TENDER OFFER:

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

4.1 SUBMISSION OF TENDERS:

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

4.2 QUESTIONNAIRE FILLING

A Questionnaire is appended as Schedule - 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".

4.3. Modifications/Clarifications to Tender Documents:

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

4.5. QUOTATION OF RATES:

4.5.1. Rates should be quoted in integers.

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

4.6. PRINTED TERMS AND CONDITIONS IN TENDERS:

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

4.7. INCOMPLETE TENDERS:

Tender, this is in complete, obscure or irregular is liable for rejection.

4.8. AMBIGUITIES IN CONDITIONS OF TENDERS:

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

4.9. The tender offer shall contain full information asked for in the accompanying schedules and else wherein the specification.

4.10. Tenderers shall bear all costs associated with the participation in thee- Tender and the purchaser will in no case be responsible or liable for these costs.

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

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

5.0. TENDER OPENING (under Two part system):

5.1. OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):

The Tender offer except price Bid will be opened electronically at 14.30 Hrs. on the date notified, at the Office of the Superintending Engineer/Civil/TTPS Tuticorin, through <https://tntenders.gov.in/> Tenderers need not to visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

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

The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.

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

6.0. INFORMATION REQUIRED AND CLARIFICATIONS:

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

6.2. The TNPGL will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

6.3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

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

shall have no claim in that regard against the TNPGL.

7.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:

- 7.1. 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 amendment still date.
- 7.2. The tender offers received will be examined to determine whether they are incomplete 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.
- 7.3. For the purpose of evaluation of tender offers will be taken into account of CGST, SGST, and IGST as applicable shall be indicated in the offer along.
- 7.4 Any technical clarification / Negotiation raised by TNPGL should be replied within 48 hours from the receipt of letter.

7.5 Purchase preference to Enterprise owned by Scheduled Castes or Scheduled Tribes:

As per latest amended Tamil Nadu Transparency in Tenders Rules 2000, in case of procurement of Goods or Services, where it is possible for procuring to divide the award of tenders to more than one supplier (or) service provider **five percent** of the total requirement in the procurement shall be awarded to Enterprises owned by persons belonging to the Scheduled Castes or Scheduled Tribes in respect of only of the **Goods Manufactured or services** rendered by it, if the following conditions are satisfied,.

- (a) the lowest tenderer is not in Enterprise owned by persons belonging to the Scheduled Castes or Scheduled Tribes and
- (b) Such Enterprises are willing to match the price of the lowest tenderer.

Enterprises owned by Scheduled Castes or Scheduled Tribes (SC/ST) For Claiming The Purchase Preference as per Tender Rule 30C are.

1. The enterprises means any domestic enterprises located in Tamil Nadu owned by any person belonging to a SC/ST (Certificate Annexure- IX to be uploaded) (or)

2. Any domestic enterprise, which is a firm or limited liability partnership, having its registered office and place of business in the State, where not less than three-fourths of the partners belong to the scheduled castes or scheduled Tribes (Certificate Annexure- X to be uploaded) (or)

3. any domestic enterprise, which is a company having its registered office and place of business in the state where,

(i) more than fifty percent of the ordinary shareholdings pertain to persons belonging to the scheduled castes or scheduled Tribes; (Certificate Annexure- XI to be uploaded) and

(ii) the control of the company, as defined in section 2 (27) of the companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the scheduled castes or scheduled Tribes”.

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

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

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

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

In case domestic enterprise is a company having its registered office and place of business in the state, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and the control of the company, as defined in section 2 (27) of the Companies Act, 2013 (Central Act 18 of

2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes.

8.0. VALIDITY:

8.1. The quotation should be valid for a acceptance for period of at least **180 days** from the date of offer.

8.2) Tenderer shall inspect the site examine and obtain all information required and satisfy himself regarding matters as things such as access to site, communication, transport etc.

8.3) Ignorance of site conditions shall not be accepted by the Tamil Nadu Generation and Distribution Corporation Ltd., Board as a basic for any claim or compensation.

8.4) Quantity indicated against various items are tentative and as such they form only a basis for comparison purpose.

8.5) The rates quoted shall be good for work below or above ground level irrespective of Elevation etc.

9.0 RIGHTS OF THE BOARD:

- a) TNPGL reserves the right to verify any information /documents furnished by the Bidders should the circumstances so warrant. If at any stage during finalization of tender/ execution of the contract agreement, any document/s submitted by any bidder in his bid is found to be forged/ false, his bid is liable to be rejected, Letter of Award cancelled, EMD / SD forfeited and any other departmental action as deemed fit be initiated. For this purpose, the bidder shall have to produce original documents, if required.
- b) TNPGL reserves its right to seek any additional details/documents required at any point of time during and after the process of e - tender. If the tenderers fail to furnish such details, their offer is liable for rejection.
- c) TNPGL reserves the right to reject / cancel any or all of the tender(s)/ bid(s) / offer(s) at any stage during the process, without assigning any reasons.
- d) TNPGL reserves the right to accept or to reject any or all Bids/s. The bid shall be rejected, if the bids is/are
 - i. Not in the Prescribed form
 - ii. Not properly signed by the tenderer
 - iii. From any black listed firm or contractor
 - iv. From a bidder who is / are directly or indirectly connected with Government Service or in TNPGL or of a local authority.
 - v. Not in conformity with TNPGL's requirement as per the terms and conditions of the tender
 - vi. With validity period less than that specified in the tender document
 - vii. Incomplete and /or incorrectly submitted
 - viii. Received by telex or telegram or Fax or e-mail
- e) TNPGL, reserves the right to fore close / terminate the contract in the event of unsatisfactory performance during course of work.
- f) TNPGL may stipulate security and other measures from time to time in the interest of overall safety and smooth administration of the entire plant, which are to be strictly complied by the bidder.
- g) On any other ground /or reason/ not covered above, but detrimental to the interest of TNPGL and comes to the knowledge/notice of TNPGL at any stage during tender Process without assigning any reason for the same to the tenderer not containing an Undertaking in the form of authorised affidavit declaring that in respect of any tender/contract issued by TNPGL or Government or any other utility in India during the past 3(three)years as on the Last date for submission of bid.

10.0 VALIDITY OF BIDS

- a) The rates should be kept valid for **180 Days** from the date of Opening of Tender.
- b) If the Tender is withdrawn by any tenderer within the validity period, the EMD / SD paid by him will be forfeited by TNPGL.
- c) 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 TNPGL.
- d) No Tenderer will be allowed to withdraw the offer within the validity period specified. If the tender is withdrawn by the tenderer before the expiry of the validity period, the Earnest Money Deposit / Security Deposit paid will be forfeited. The tenderer cannot quote his own validity period and if done so, the tender will not be considered and will be liable for rejection.

11.0 PERIOD OF CONTRACT

For a period of two months (i.e) September' 2026 and October' 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.

12.0 TIE BREAKER

When more than one bidder have quoted same value during bid submission and accepted in finance Evaluation, Evaluator is allowed to select any one combination of the bidder value (ie The L1 bidder) to initiate for finance bid resubmission for Tiebreak.

13.0 ONLINE NEGOTIATION:

Provision to go for online negotiation is provided for the Tender Evaluator. The online negotiation process in the portal is similar to the process for negotiation under the breaker process. However, financial rebid submission can be initiated from only one bidder.

14.0 E- Invoice :-

The Tenderer whose annual turnover exceeds Rs. 10 Crores should raise e – Invoices, so that TNPGL could avail input tax credit under GST.

15.0 SIGNING OF E-TENDER:

- a) Any document submitted online at <https://tntenders.gov.in> shall be digitally signed.
- b) Every time a new rate is quoted during bidding process it shall be digitally signed. Persons signing the tender should state in what capacity he or she is signing the tender (i.e.,) Sole Proprietor, or Secretary etc., of the firm. In case of partnership firm, the tender must be signed by all partners. The person signing the tender form or other documents forming part of tender on behalf of another shall produce a proper Power of Attorney duly executed in his favors stating that he had authority to bind such other person in all matters pertaining to the contract. If the person signing subsequently fails to produce the said Power of Attorney with in areas on able time then decision taken by TNPGL is final. The Power of Attorney should be signed by all partners in case of partnership concern and in case of firms it should be under the common seal of the company.

16.0. DEVIATIONS:

- 16.1. The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
- 16.2 No alternate offer will be accepted.

17.0. BEFORE QUOTING:

- 17.1. Every tenderer is expected before quoting his rates to inspect the site.
- 17.2. The TNEB will not however accept after acceptance of the contract rate any extra charge for the lead for any other reason in case the contractor is found later on to have misjudged works available.
- 17.3. The standard specification of the Tamil Nadu Public works department and I.S.S. will be followed for the performance of the contract wherever applicable and for all particulars not specially covered by this specification

18.0. BAR OF JURISDICTION:

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

19.0. APPEAL:

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

20.0. TENDER DOCUMENT:

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

21.0 REGISTRATION OF VENDORS IN THE ONLINE PORTAL:

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

SECTION – V
COMMERCIAL TERMS AND CONDITIONS

1.0 SCOPE

TNPGCL – TTPS – Civil Maintenance Circle – CMD – I – Supply of potable water (of desired quality) through private suppliers through lorries to Power House Site @ GLR-I for DM Plant - I & II at TTPS for a period of two months (i.e) September' 2026 and October' 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.

2.0 LOCATION:

The TTPS site is located about 07 km from Tuticorin City and access by road. The nearest railway station is Tuticorin. The proposed work in this specification is located in TTPS site.

3.0 RATE AND VALIDITY OF TENDER:

3.1) RATES: The rates should be firm for the entire duration of contract inclusive of all incidental charges and other taxes including works contract tax etc., for execution of work at site referred above. No variation in rates will be accepted for any revision in quantities due to site conditions at the time of execution. The rates shall be written in ink and shall be both in figures and words. If there is any discrepancy in the rates quoted, the tenders are liable for rejection.

3.2) Where there is any discrepancy between the rates quoted in figures and words, the lower of the two shall prevail. Where there is any discrepancy between rates and amounts the former shall govern.

Rates quoted shall be firm throughout the contract period and also even if the contract is split up.

4.0 ROYALTIES FOR PATENTS:

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

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

5.0) GENERAL :

The rate quoted shall hold good even if the shapes size of members shown in bid drawing are modified while issuing the final drawings for construction. No extra claim shall be entertained in this regard.

The various parts of the schedule shall be read in conjunction with the corresponding sections in the technical specifications including amendments and additions, if any. All works shall confirm to its relevant IIS and TNDSS Specification, whether actually specified here in or not.

6.0) IMPORTANT NOTE:

A) In the event of the documents furnished with the offer being found to be bogus or the document contain false particulars the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders/contracts in TNPGCL.

B) Experience as the main contractor shall only be considered for satisfying the experience criteria specified in the bid qualification requirement. Experience as a sub contractor shall not be considered for qualifying experience criteria and the offer of such tenders shall summarily be rejected.

7.0. PRICE:

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

7.2. The Tenderer's shall quote the Ex-works price for works, EPF and ESI with applicable rate of GST separately to Tuticorin Thermal Power Station Store / Tuticorin, Tamil Nadu. A format for price schedule is given in Schedule'B'.

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

8.0.PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

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

The L1 bidder shall furnish the declaration in respect of passing of ITC benefit as per sec 171 of CGST Act as rebate in the price offered. In the event of L1 bidder, specifying the ITC benefit as Nil, the same shall be supported with certificate from chartered accountant. A format of declaration will be as stipulated by TNPGCL.

9.0. GOODS AND SERVICES ACT: (GST)

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

Billing Address	The SE/ P & A/ TTPS/ Tuticorin
Provisional GSTIN Registration No.	33AAKCT7598K1ZI
ARN	AA330617106413K
Type of Customer	Company
Name & Address as Registered in GSTIN – Place of Business	TNPGL Ltd, 144 Anna Salai, NPKRR Maaligai, Chennai – 600002.
State of Registration of GSTIN	Tamil Nadu

- 9.1. The TNPGL has been registered as a dealer under GST Act 2017 (Registration No. 33AAKCT7598K1ZI)
- 9.2. In case of delayed delivery, the GST prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.
- 9.3. It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TNPGL Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.
- 9.4. 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. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TNPGL Ltd.
- 9.5. In case of delayed delivery/delayed completion of Works, the GST prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is less will be admitted.

10.0 THE COMPLIANCE OF EPF ACT

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

11.0 THE COMPLIANCE OF ESI ACT

1. Since Tuticorin Thermal Power Station is covered under the ESI Act, the Contractor who desires to take up works contracts for and inside the premises of TTPS is required to comply with all the relevant provisions stipulated in the ESI & MP Act.
2. The Contractor should take separate ESI main code number.

3. The Contractor shall be responsible for the payment of necessary ESI both Employer's and Employee's contributions and for the payment of necessary Employee's contributions of ESI as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
4. The Contractor shall submit necessary returns to the ESI Corporation with in the stipulated time as required under the said ESI Act.
5. The Contractor shall produce the proof of payment of contributions both Employer's and Employee's contributions made to ESI Corporation in order to claim the works bill for the respective works. The works bill should be claimed only after ensuring the remittance of both the employer's and employee's ESI contributions by the contractors.
6. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the tendered work.
7. In case the Contractor fails to fulfill any of the statutory provisions of the ESI ACT and consequently it happens that TNPGL / TANTRANSCO has to meet such requirements of the said ACT or Statutory provisions in the capacity of Principal Employer, TNPGL / TANTRANSCO shall make good such requirements, out of money due and payable to the said contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL / TANTRANSCO.

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

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

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

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

NOTE:

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

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

In view of the instruction of Sec 194Q,206AB and 206CCA by the Finance Act 2021 from 1st July 2021, the following clauses to be added in the tender specification:-

"Any person being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year. Shall, at the time of credit of such sum to account of the seller (or) at the time of payment, whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50Lakhs as TDS under section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TNPGL for making the payment. In case the suppliers do not have PAN, TNPGL is required to deduct tax at higher rate as per the provisions of section 206AA. In case of

specified person i.e., any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of Income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

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

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

In case of, works contract, wherein supply and erection portions are separable. The value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194W. On the other charges i.e., erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply.

The above provision comes into effect from 01.07.2021 onwards and hence no TCS under section 206C(1H) has to be paid by TNPGL on purchase of goods. Accordingly, TNPGL will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit. i.e aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in Schedule -I to determine the applicability of TDS rate u/s 206AB.

12.02) Applicability of GST TDS :

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.

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

- * Bills of supplier for advance payment.
- * Amount of retention from the bills of supplier.
- * Supply of goods or services or both by supplier registered under GST as Composition dealer.

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

12.04). 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.

13.0 DUES TO TNPGL

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

14.0 PAYMENT :

a) Within the contract period:

- (i) 95% payment will be made on request of contractor for the completed portion of the work.
- (ii) Final bill will be prepared and 95% payment will be made after satisfactory completion of entire work and submission of bills.
- (iii) 5% will be retained as retention amount from every part and final bill and will be released only after the final bill is passed and after satisfactory completion of Guarantee period, provided there is no any recovery to be made from the contractor.

b) Delay in completion of work:

If the work is completed after due date only 95% will be paid after recovery of applicable L.D and the balance 5% will be paid after satisfactory completion of Guarantee period and contract condition as per works contract issued.

14.1) The bills shall be sent to Accounts officer / TTPS/Tuticorin. The payment shall be made by Accounts Officer / TTPS through NEFT / RTGS / Account Transfer by online transaction. All bank charges shall be borne by you.

14.2) You are requested to furnish printed Invoice / Bill as per GST Act along with Bank Account details 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 against the K2 agreement/chit agreement. Necessary Bank charges shall be borne by you.

14.3) The bills shall be sent to Accounts officer / TTPS/Tuticorin. The payment shall be made by Accounts Officer / TTPS through NEFT / RTGS / Account Transfer by online transaction. All bank charges shall be born by you.

14.4) You are requested to furnish printed Invoice / Bill as per GST Act along with Bank Account details like Name of the Bank, Beneficiary Name, Address of the Bank, Bank Branch having their Account Number, IFS code and Branch Code.

14.5) In TNPSC / TANTRANSCO, The Digital Based Statutory Compliance Service Audit will be integrated with the online Bill processing system. All the contract bills which consist of the work portion will be processed only after the Statutory Compliance clearance certificate of the Online Compliance Service providers. The Contractors have to obtain the Statutory Compliance Clearance Certification for the work contracts from the Online Compliance Service Providers. The required documents should be submitted through Online by the respective Contractors.

15.0) PERIOD OF COMPLETION:

The work should be carried out **for a period of two months (i.e) September' 2026 and October' 2026 (or) 61 Days from the Date of Commencement of Work whichever is later.**

15.1) Tenderers shall pursue carefully the instructions and directions to parties tendering and the condition of the standard K2 Form. The tenderer shall also go through the National Building code TNBP and I.S.S and also standard preliminary conditions attached to the schedule of quantities and all other relevant documents before tendering rates for the work. The quantities given are approximate only with a view of enabling the tenderers to quote their rates for each class of work in the tender form.

15.2) The Board Reserves the right to cancel the work on failure to furnish the Security Deposit within the prescribed time and the rights to levy penal interest for delayed payment of S.D.

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

17.0 FORCE MAJEURE:

If at any time during the continuance of this contract the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons of any war, hostility acts of public enemy, acts of civil epidemics, warranting, restrictions or other acts of God (eventualities) when provided notice of the happening of any such ;eventuality is given by the tenderer to the Board within 15 days from the date of occurrence thereof, neither party shall by reasons of have any claim for damages against the other in respect of such non-performance and deliveries under this contract shall be refunded as soon as practicable after such eventuality has come to an end or ceased to exist.

Provided that, if the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reasons or any eventuality for a period exceeding 60 days, the Board may at its option terminate this contract by notice in writing.

The work should be carried out with least hindrance to the other contractors working in the area, suitably coordinating with them. The contractor should make his own arrangements for transporting facilities for his men and materials. The contractor is not eligible for any compensation whatsoever for delay in supply of Department materials or due to any other clauses or due to inadequate works for his labour or for supervision of work.

18.0 LIQUIDATED DAMAGES:

In respect of contract where the works executed in part, could not be beneficially used by Board (due to such incomplete, execution of work) L.D will be worked out on the basis of entire contract value and not on the value of delayed portion.

18.1) If the contractor fails to complete the contract within the time fixed by such contract or any extension thereof, the contractor is liable at the discretion of the Officer to levy liquidated damages for delay at 0.5% per each completed week of the contract value of such portion of the works delayed and it shall not in any case exceed 10% of the contract value of such portion of the work.

18.2) The Board will also be at liberty to cancel the contract if the work is not completed within the accepted/extension period notwithstanding levy of liquidated damages applicable for the belated works.

18.3) The defaulting contractor will be liable to pay to the Board in addition to the Liquidated damages for delay the actual difference in price wherever Board orders the delayed quantity to be executed by other agencies at a higher rate.

19. GUARANTEE:

Guarantee period is not applicable for this of work.

20.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

1) The successful tenderer will have to pay 5% of the purchase order value (inclusive of all taxes and duties) in

the form of electronic mode of payment or Demand Draft or Banker's Cheque payable in favour of FC/TTPS. The SD cum PG should be remitted within 15 days from the date of receipt of Purchase order and in the event of failure to remit security deposit within the prescribed period, EMD may be forfeited and order may be cancelled. **If SD paid belatedly the same may be accepted with a penal interest at 12 % per annum for the Delayed period.** The SD amount will not carry any interest. **The bill will not be passed without SD.**

a) For value of Purchase order up to Rs.10 Lakhs, SD shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's cheque or pay order payable only.

b) For value of Purchase order exceeding Rs.10 Lakhs, SD cum PG shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's Cheque or pay order or Irrevocable Bank Guarantee. Bank Guarantee should be obtained from the Banks mentioned in clause (24.1)

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

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

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

21.0) BANK GUARANTEE EXTENSION:

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

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

22.0 BANK GUARANTEE:

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

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

23.0 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 Tuticorin or the court of small causes in Tuticorin. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within 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 Tuticorin 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.

24.0 ARBITRATION:

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

25.0 RECOVERIES OF DUES:-

The TNPGL is empowered

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

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

26.0 INSURANCE:

It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employee against any accident from any cause and shall indemnify the Tamil Nadu Generation and Distribution Corporation Ltd., against claim for damages or injury to persons or property resulting from any such accident.

27.0 INSPECTION OF WATER QUALITY

The Engineer or his duly authorized agent shall have at all time full power to inspect the quality of water wherever in progress, either in the source of supply or in the delivery point of TNPGL.

28.0 TOOLS AND TACKLES

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

29.0 .FORM OF CONTRACT

This will be K2 contract generally governed by the Board's specification and TNDSS of Tamil Nadu Public works department. The contractor should execute a K2 agreement with the Board immediately after information of the acceptance of his tender.

30.0 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.

31.0 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.

32.0 SAFETY CONDITIONS:-

32.1 No workmen below the age of 18 years should be engaged by the contractor for any works and no women workers shall be allowed to work in night hours except between 6AM and 5PM in side TTPS.

32.2 If any accident occurs, it should be informed to the concerned Officer of TTPS in writing by the concerned contractor immediately.

32.3. 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.

33.0 TENDER AND AGREEMENT:

You are requested to produce a Non-Judicial stamp paper for a value of Rs.200/- (Rupees two hundred only) for agreement and Non-Judicial stamp paper for a value of Rs.500/- (Rupees five hundred only) for indemnity bond respectively and same should be executed within 15 days on receipt of this order, excluding maximum 7 days as allowed for receipt of order (22 days from the date of acceptance order) failing which EMD will be forfeited without any further intimation.

34.0 RATES TO INCLUDE ALL INCIDENTAL ITEMS:

It will be deemed that the rates quoted by the tenderers are inclusive of all incidental items of work not necessarily mentioned in the schedule but are nevertheless essential for the contract and completed execution on the work.

35.0 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.

36.0) ACCIDENTS:

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

The accidents to workmen must be reported to the Officer in charge immediately. In addition to giving first aid and sending the injured to the hospital promptly by the contractor, the contractor shall also pay

compensation payable under Workmen's compensation act as a result of injure or death caused to any of his workers employed in respect of the contract.

37.0) JURISDICTION:

The arbitration clause is not applicable to this contract. No suit or any proceeding in regard to any matter arising in any aspect under this contract shall be instituted in any court save the city court at Tuticorin or the court of small cause at Tuticorin. It is agreed to 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 arise within the jurisdiction of any court of Tamil Nadu and not in the courts in Tuticorin city, then it is agreed to between the parties that such suits or proceedings, shall be instituted in the court within the state of Tamil Nadu. No other courts outside state of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such court.

38.0) APPEAL:

38.1) Any tenderer aggrieved by the order passed by the tender accepting authority under section 10 may appeal to the Government shall dispose the appeal within ten days from the date of receipt.

38.2) In disposing of an appeal under sub-section(i),the Government may after giving the party an opportunity of making his representation s pass such order thereon as they may deem fit.

38.3) The order of the Government from such appeal shall be final.

38.4)The Government may, pending the exercise of their powers under this section, pass such interlocutory orders as they may deem fit.

39.0. NON-ASSIGNMENT: The supplier shall not assign or transfer the contract or any part thereof without the prior approval of the Purchaser.

SECTION VI

GENERAL CONDITIONS

1.0.COMPLETION OF WORKS:

The time of completion shall be as per the clause 15.0 under Section V of this Specification provided always that if in the opinion of the Engineer, the completion of work shall be delayed by the order of the Engineer or any altered, modified, substituted or additional works or materials or by the order of the works or materials to be omitted by any strike or lockout of any workmen employed by the Contractor or by causes directly due to him or by the Contractor not being given the possession of the site or any part thereof, whether under the power herein contained or otherwise or by any non-performance or work or non-supply of materials to be performed or supplied by the TNPGL or by the Contractor not receiving any orders, instructions or directions in time or by the suspension of the works, or by fire, flood, exceptionally bad weather, tempest, storm or by or from unforeseen circumstances (and whether the same shall be due to any act or omission of the TNPGL or his agents or those in their respective service or not), the Engineer shall, if in his uncontrolled discretion shall think whether forthwith or at any later time and from time to time not withstanding that the prescribed or extended time for completion has expired or that the works have been completed, by writing under his hand extend the time for the completion of works to such date as he shall appoint. Provided always, that unless the Contractor makes a written application to the Engineer on or before the time when the cause of delay is occurring or about to occur and unless the time is extended by the Engineer, the prescribed time shall not be extended notwithstanding delays from the forgoing or any other causes of whatsoever kind.

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

2.0) FORM OF CONTRACT:

This will be K2 contract generally governed by the Board's specification and TNDSS of Tamil Nadu Public works department. The contractor should execute a K2 agreement with the Board immediately after information of the acceptance of his tender.

3.0) SUB-LETTING:

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

4.0. LIABILITY FOR ACCIDENTS TO PERSONS:

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

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

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.

5.0. 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 falling outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the Contractor to the satisfaction of Engineer.

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.

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

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

On instruction of the Engineer, the contractor shall immediately remove any person including power of attorney employed/deployed on the work, who misbehaves or causes any nuisance or otherwise, in the opinion of the Engineer, or is not fit to be deployed on the work, such person shall not be re-employed or allowed on the work without the prior permission of the Engineer.

7.0. 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.

8.0) STANDARD SPECIFICATION:

The standard specification of the Tamil Nadu Public Works Department and Indian Standard specification will be followed for the performance of the contract wherever applicable and for all particulars not specifically covered. The tenderer's particular attention is invited to the sections and clauses in the standard preliminary specification of Tamil Nadu Building Practice dealing with the following items: Test inspection and rejection of defective materials at work site, construction plant cleaning up accidents delay payment etc.

9.0) TAKING OVER OF SITE:

The site should be taken over immediately from the date of issue of acceptance letter.

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

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

11.0. COMPLETION CERTIFICATE:

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

12.0. NEGLIGENCE:

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

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

13.0. 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.

14.0 MEASURING, VALUING AND VERIFYING BY ENGINEER:

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

15.0. 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.

16.0. FIRST AID:

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

17.0. DRINKING WATER:

Water of good quality fit for drinking purposes shall have to be supplied to the TNPGL premises.

18.0. ILLUMINATION:

Adequate illumination is to be provided by the Contractor at his cost. Wherever any works are carried out at night, the area of works to be illuminated adequately by flood lights.

19.0) INCOME TAX:

Income tax payable on the contract amount at the appropriate rate levied from time to time, will be deducted from and out of the payments to be made to the contractors in accordance with the provision of the income tax act 1961 as amended from time to time.

The tenderer shall furnish copy of his PAN card.

SECTION-VII

GENERAL CONDITIONS (STATUTORY COMPLIANCES)

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

8.0 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. Wc.
 - (h) Number of hours of work which shall constitute a normal working day:-
 - (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in

respect of overtime work, be paid wages at double the ordinary rate of wages.

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

- (l) Period of treatment and result of treatment.
- (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (n) Claim required to be paid under Workmen's Compensation Act.
- (o) Date of payment of compensation.
- (p) Amount paid with details of the person to whom the same was paid.
- (q) Authority by whom the compensation was assessed.
- (r) Remarks.

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

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

9.0 Compliance of EPF& MP Act, 1952:

- (a) The Contractor who take up works contract for TNPGL/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;
- (b) The Contractor should have a separate EPF main code number.
- (c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- (d) The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act.

- (e) The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works.
- (f) The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.
- (g) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TNPGL/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TNPGL/TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TNPGL/TANTRANSCO.
- (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.

10.0 Compliance of ESI Act 1948 :

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

11.0 Statutory Compliance Clearance Certificate :-

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

12.0 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.

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

- (a) The Contractor who take up works contract for TNPGL/TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
- (b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TNPGL/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.
- (c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TNPGL/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TNPGL/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour licence before executing the works.
- (d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
 - (i) Muster Roll in Form – XVI.
 - (ii) Register of Wages in Form – XVII.
 - (iii) Register of overtime in Form – XVIII.
 - (iv) The contractor shall issue an photo identity card to his employees.

14.0) Statutory Obligations to be complied with in respect of workmen to be engaged for the works

- (a) The contractor should provide the specified number of manpower 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. The base price will be fixed for the Tender accordingly.
- (c) The contractor has to quote considering the base price and has to submit the breakup details of the Statutory Components for the proposed number of workmen to be engaged for the works contract / service contract to be executed as in Annexure while quoting the rate for the tenders.
- (d) 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. The contracts without the breakup details of the Statutory Compliances will not be considered for evaluation and the same will be summarily rejected.
- (e) In case of any increase in minimum wages (as per the PWD Schedule Rates of Wages / Minimum Wages Act), the same along with consequential statutory benefits shall be reimbursed on production of documentary evidence.
- (f) Necessary approved to be accorded by the Competent authority for the face value enhancement due to the increase in statutory liabilities.

15.0) Wages:

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

16.0 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.

17.0 RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:

In every cases in which provision is made for recovery of money from the contractor, TNPGL shall be entitled to retain or deduct the amount there off from any money that may be due or become due to the contractor under

these contract and or under other contract or contracts or any other account what so ever.

18.0 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.

19.0 ESI Documents for While Claiming Bills:-

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

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

20.0 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)

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

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

22.0 SAFETY CONDITION:-

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the powerhouse 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.

23.0) SPECIAL CONDITIONS

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. All safety/PPEs required during work at site are to be arranged by the contractor.
4. The contractor shall have to provide necessary safety and PPE appliances such as helmet, gloves, goggles and safety belts etc to their labors at their own cost.
5. The contractor has to arrange JCB, Hydra, tractor with trolleys for lifting/shifting the materials of their own.
6. Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package wise supervisors for work execution as per contract agreement and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day Location/Package wise work permits, to get daily location wise work supervision, to record location / Package wise joint work done reports/measurements/trip certification, to prepare Location/Package wise separate bills, to prepare & apply Location / Package wise manpower gate pass, to maintain location/Package wise statutory & legal compliance records, etc.
7. A daily diary register will be kept in the ENGINEER'S office. The CONTRACTOR will supply all detailed information every day at the time of opening of office of Engineer in charge for the day preceding and the diary will be jointly signed by the ENGINEER and the CONTRACTOR'S representatives, every day in token of its correctness. A works instruction book, serially numbered will also be kept in the ENGINEER'S office and all day to day instructions will be given in that book. The CONTRACTOR'S representative shall report every day to see these instructions and sign at the bottom for having seen them.
8. The CONTRACTOR shall supply all information regarding supplying of materials and progress of work, as required by the ENGINEER for compiling the daily progress reports.
9. Contractor shall submit following documents to the Engineer-in-charge for verification purpose of the bill:
 - (i) Measurement details along with joint inspection report of completed job for every day for the works satisfactorily completed in the form enclosed in triplicate duly signed by authorized representative of contractor and TNPGL Engineer-in-charge (EIC) as per annexure should be submitted on daily basis for check measurement of higher authorities and ensure quality and quantity of the work completed. The bill will not be entertained without submission of above documents.
 - (ii) Copy of invoices, in pass for the materials and the Tools and plants brought and used for this work.
 - (iii) Copy of receipt for the TNPGL materials and (iv) Site taken over certificate.
10. The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
11. If any equipment or part are found damaged due to negligent / faulty maintenance the equipment cost of such damages shall be recovered from the contractor's monthly bill / retention money /security deposit.
12. The contractor has to shift spares, lubricant etc in required quantity duly approved by TNPGL Engineer whenever necessary from TNPGL store/ warehouse to site or site store as per the instruction of Engineer in charge. Contractor has to arrange transportation for above. The cost of transportation will be on contractor's account. The contractor is responsible for safe transportation, handling and storage of TNPGL materials.
13. In case of breakdown of equipment, the contractor should work round the clock for putting back the equipment in service immediately within minimum time. In case of any emergency arising during night hours/Sunday/PH the contractor should be in a position to mobilize the manpower immediately with minimum time.
14. All new replacements either spare parts or any other shall be inspected and approved by TNPGL Engineer in charge before its actual use in work.

15. It is the contractors responsibility to ensure without failure immediately after completion of maintenance job, that the work area has to be cleaned by removing all the tools, scrap, cotton waste, oil, grease etc.,
16. All the scrap/waste oil generated should be disposed off to the scrap yard or any other designated place as instructed by Engineer in charge.
17. Insulation scrap materials like glass wool, ceramic wool etc., should be collected in gunny bags with proper care and then disposed it at suitable location as per the instruction of Engineer in charge

24.0. Specific conditions

1. In case of any breakdown of vehicle supplying water, alternate arrangement shall be made within one hour to resume the water supply. Failing which the contract will be terminated and L2 will be engaged for supply of water on par with L1 rate if not L3 bidder will be engaged on par with L1 rate.
2. The bidder shall ensure quality standards of water. The potable water must be clean and hygienic.
3. The water delivery vehicle tank must be clean, hygienic and well maintained.
4. The bidder is responsible for any liability arising from the supply of unsafe water.
5. If the bidder performance in water supply is unsatisfactory, the contract will be terminated by the TNPGL. The EMD and SD amount will be forfeited.
6. The source of water supply shall not be changed frequently. The source of supply in which water is drawn is to be intimated to the TNPGL without fail.
7. TNPGL reserves right to check the quality of water and to reject unsafe, unhygienic and substandard water supplied by the bidder. Necessary frequent tests must be done to ensure the quality of water.
8. TNPGL reserves the right to terminate the contract at any time without any prior intimation whenever regular water supply is received by M/s.TWAD and agreement will be short closed.
9. Necessary approval and permission from Govt. authority for drawing the water from ground to be obtained by the bidder. Otherwise, authorization / dealership certificate to be obtained from Govt. approved agencies
10. The contractor will draw the water from the approved water source / well / bore well point only
11. For drawal, transport and supply of water necessary approval should be obtained from the competent authority such as Revenue Department, Police Department and RTO etc., by the contractor.
12. The following water parameters should be satisfied.

1. Conductivity	- 500 micromho/cm
2. PH value	- 6.5 – 8.5
3. Total Hardness	- 300 ppm
4. Chloride as cl ⁻	- 250 ppm
5. Turbidity	- 5 NTU

Testing on the water sample will be conducted at our laboratory/ Site and at Camps – I & II.

13. Weighment:

The Contractor shall arrange for the weighment of water for each load in any of the nearby weigh bridge and produce the copy of the weighment slip for every trip. In addition, the weighment will be made in the department weigh bridge also for counter checking of the weighment of water received.

14. It shall be ensured through the Tender Conditions that the potable water supplied conforms to the key Physical and Chemical Parameters prescribed under IS 10500:2012, wherever applicable.
15. The successful bidder shall ensure that the water supplied is free from toxic substances and satisfies the prescribed microbiological and disinfection standards applicable for the intended use.
16. The successful bidder shall furnish valid water quality test reports of the source water. Wherever NABL accredited laboratory testing is considered necessary, the successful bidder shall arrange testing through the nearest available NABL accredited laboratory and submit the reports to TTPS. Since NABL accredited water testing facilities are presently not available at Thoothukudi, such testing, if required, shall be carried out through NABL accredited laboratories available in other locations.

17. The successful bidder shall ensure that every logistics operator/loading supervisor possesses standard Field Test Kits and is adequately trained in water handling procedures.
18. The water supplied for drinking purposes shall already be chlorinated at the filling point by the supplier. If considered necessary by TTPS, additional chlorination shall also be carried out before distribution to maintain the prescribed Free Residual Chlorine level. For industrial use, the potable water supplied to the Power House shall undergo the existing pre-treatment process in the DM Plant and thereafter be demineralized before being utilized in the Boiler Feed Water System.
19. The successful bidder shall ensure that the source of water is protected and is not located in any prohibited or contaminated area notified by the Tamil Nadu Pollution Control Board or any other competent authority.
20. The successful bidder shall deploy only dedicated water tankers complying with "Zero Contamination" requirements. Tankers, hoses and accessories shall be thoroughly cleaned, disinfected and certified before loading.
21. All tankers carrying drinking water shall be clearly marked with "DRINKING WATER" and appropriate identification markings.
22. Airtight sealing arrangements, locking mechanisms and tamper-proof seals shall be ensured throughout transportation.
23. Experience details and credentials of the prospective water supplier, including Government/Local Body supply orders wherever available, shall be furnished.
24. The operational practices followed by nearby Government and Private Thermal Power Stations shall be referred to wherever considered necessary for ensuring safe and reliable water supply.
25. Water shall be procured only from suppliers approved/empanelled by TWAD Board or Tuticorin Municipal Corporation, wherever applicable, and the credentials of the supplier shall be verified before engagement.
26. The successful bidder shall possess valid registration/ permission from the competent District Authorities for commercial transportation of water.
27. The source of water shall not be from any banned or prohibited locations notified by the Government or District Administration.
28. The work of supply of potable water (of desired quality) through private suppliers through lorries to Power House Site @ GLR-I for DM Plant - I & II at TTPS will be carried out for a period of two months (i.e) September' 2026 and October' 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.

TENDER - SCHEDULE - A

TECHNICAL SPECIFICATION OF WORK

Specification No. CE/TTPS/SE/CIVIL/122 /2026 - 2027.

Name of Work: TNPGL – TTPS – Civil Maintenance Circle – CMD – I – Supply of potable water (of desired quality) through private suppliers through lorries to Power House Site @ GLR-I for DM Plant - I & II at TTPS for a period of two months (i.e) September’ 2026 and October’ 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.

Sl. No	Quantity	Unit	Scope of Work	Rate
1	61,000.00	KL	Providing potable water for Power House Site @ GLR-I for DM Plant - I & II at TTPS purpose (through lorry) including the cost of water, hire charges for lorry, driver salary, batta, fuel for transportation, pumping arrangements for loading and unloading the water, including all taxes, duties by complying all necessary permissions/ approvals/ statutory compliances etc., complete as directed by the Engineer at site for a period of two months (i.e) September’ 2026 and October’ 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.	
			(ONE ITEM ONLY)	

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION:

COMPANY NAME:

SCHEDULE-B

PRICE SCHEDULE DOWNLOAD THE BOQ (EXCEL SHEET), QUOTE THE PRICE & UPLOAD

SPECIFICATION NO. CE/TTPS/SE/CIVIL/122 /2026 - 2027

Name of work: TNPGL – TTPS – Civil Maintenance Circle – CMD – I – Supply of potable water (of desired quality) through private suppliers through lorries to Power House Site @ GLR-I for DM Plant - I & II at TTPS for a period of two months (i.e) September’ 2026 and October’ 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.

Sl. No	Quantity	Unit	Scope of Work	Rate
1	61,000.00	KL	Providing potable water for Power House Site @ GLR-I for DM Plant - I & II at TTPS purpose (through lorry) including the cost of water, hire charges for lorry, driver salary, batta, fuel for transportation, pumping arrangements for loading and unloading the water, including all taxes, duties by complying all necessary permissions/ approvals/ statutory compliances etc., complete as directed by the Engineer at site for a period of two months (i.e) September’ 2026 and October’ 2026 (or) 61 Days from the Date of Commencement of Work whichever is later subject to receipt of TWAD Water.	To be quoted online
			(ONE ITEM ONLY)	

Note

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

SIGNATURE:

NAME AND FULL ADDRESS:

DATE:

PLACE:

(SEAL)

SCHEDULE – '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 supplies / works executed by the firm to whom a reference may be made by the purchaser in case the purchaser considers such a reference is necessary.

Sl. No.	Name and address of the organization	Description of materials	P.O/ Acceptance 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 Address (b) Factory / Works address (c) Phone No. (d) Fax No. (e) E-mail Address (f) GSTIN No. (g) PAN No.	
2.	Name, Designation & Address of the person signing the tender	
3.	EARNEST MONEY DEPOSIT	
	a) Mode of payment (tick whichever is applicable) b) If exempted, (Inside Tamil Nadu State) i) State whether the bidder is SSI unit/ PEMD ii) Whether Reference of documentary evidence towards exemption uploaded iii) State the Validity Period of the Registration vi) Whether Chartered accountant certificate for Annual turnover and investment in plant & machinery to ensure the Status of Micro / Small Enterprises for extending exemption is uploaded	Through online payment gateway mode Rs.1,30,300/- YES/NO YES / NO YES / NO YES / NO
4.	BID QUALIFYING REQUIREMENTS	
	i) whether required copies for satisfying BQR are uploaded	YES / NO
	ii) whether copies of evidences for Annual turnover uploaded	YES / NO
5.	VALIDITY	
	Whether your offer is valid for a period of 180 days from the date of opening of Techno Commercial Cum Price Bid	YES / NO
6.	PRICE	
	i) Whether the price quoted is FIRM for a period till completion of contract	YES / NO
	ii) Whether the break ups for the quoted Unit Price have been mentioned in Schedule-B of the Specification	YES / NO
	a) Individual rate for each item	YES / NO
	iii) GST in %	CGST : SGST :
	iv) HSN/Account Code of Service (SAC)	SAC code No.
	v) Labour and Consumable charges	YES / NO
	Note: The above break-up details should be furnished clearly without any ambiguity failing which the offer is liable for rejection	
7.	PAN, EPF,ESI AND GSTIN	
	whether proof of PAN number uploaded	YES / NO
	whether proof of EPF number uploaded	YES / NO
	whether proof of ESI number uploaded	YES / NO
	whether proof of GSTIN number uploaded	YES / NO

8.	COMMERCIAL TERMS (Section-V)	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION IV OF TENDER SPECIFICATION	
	a) Payment terms (section-I, clause 2.0)	YES / NO
	b) Period of Contract (section-V, clause 15)	YES / NO
	c)Liquidated Damages (section-V, Clause 18)	YES / NO
	d) Guarantee (section-V, Clause 19))	YES / NO
	e) Security Deposit cum performance guarantee (section-V, clause 20)	YES / NO
	f) Jurisdiction for legal proceedings (clause 23.0) (whether Necessary Undertaking uploaded)	YES / NO
	Deviation or Nil deviation should be mentioned in Schedule “D”	YES / NO
9.	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
10.	UNDERTAKING FOR PAYMENT OF DUES TO TNPGL	
	Whether Undertaking for payment of dues to TNPGL <u>in Non-Judicial Rs. 80/- Stamp Paper</u> as per Annexure IV uploaded	YES/NO
11.	Declaration FORM as per Schedule -H	YES/NO
12.	Whether Vendor Details Up dation form as per Schedule “J” uploaded	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,

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender/Work:

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

2. -----

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. 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/TTPS/SE/Civil/122/ 2026 – 2027.

DECLARATION FORM

To
The Chief Engineer,
Tuticorin Thermal Power Station,
Tuticorin – 628 004.

Dear Sirs,

Having examined the above Specification together with the accompanying schedules and annexures etc., we hereby offer to manufacture and supply the equipments / materials and execute the work 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 11.0, Section – IV, of the Specification we agree to furnish security cum Performance Bank Guarantee to the extent of 5% of the total value of the contract.

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

Yours faithfully,

PLACE:

SIGNATURE

DATE:

DESIGNATION:

COMPANY SEAL:

COMPANY

SCHEDULE-I

DECLARATION PURSUANT TO SECTION 206AB
(To be obtained from applicable Suppliers)

This is to declare that..... (Name of the Supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2021-22 and 2023-24 (FY 2021-22 and 2023-24) and we shall file the ROI for Assessment Year 2021-22 (Financial Year 2023-24) which the due date as per the provisions of the said Act.

Permanent Account No. (PAN) of Company/Firm/individual isThe details of Return of Income filed are as below:

Sl.NO	Assessment year	Acknowledgement No	Date of Filing
1	2021-22		
2	2022-23		
3	2023-24		

Place:

Date:

(Authorized Signatory)
Signature & Seal

SCHEDULE-J
Vendor Details Updation

- 1. NAME OF THE VENDOR :

- 2. ADDRESS (1st LINE) :

- 3. ADDRESS (2nd LINE) :

- 4. ADDRESS (3rd LINE) :

- 5. PINCODE :

- 6. CITY :

- 7. STATE :

- 8. VENDOR MOBILE NUMBER :

- 9. VENDOR MAIL ID :

- 10. VENDOR GSTN :

- 11. VENDOR PAN :

- 12. VENDOR BANK NAME :

- 13. VENDOR IFSC :

- 14. VENDOR ACCOUNT NUMBER :

Place:

Date:

(Authorized Signatory)
Signature & Seal

ANNEXURE – I

FORMAT FOR UNDERTAKING IN LIEU OF PAYMENT OF EMD

in Rs.500.00 Stamp paper

THIS UNDERTAKING executed at.....on this day of by M/s.a company registered under companies Act, 1956, having its registered office atherein-under called the " Tenderer " to and in favour of **TAMILNADU POWER GENERATION CORPORATION LIMITED**, a subsidiary of TNEB Limited, formed on 1st November 2010 under section 131 of the Electricity Act of 2003 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 byhereinafter called the "TNPGL".

WHEREAS the contract is for the supply / erection / construction etc., in terms of the Tender Specification No...../ dt.AND WHEREAS in accordance with Clauseof the above said tender specification, the tenderer has to furnish E.M.D. of Rs.....(Rupees only) and WHEREAS the tenderer has requested the TNPGL to accept an undertaking in lieu of payment in cash of the E.M.D. and WHEREAS the TNPGL has accepted the request of the tenderer subject to executing an undertaking to pay to the TNPGL not exceeding Rs..... (Rupees only) representing the E.M.D. together with costs in case of non fulfillment of the conditions stipulated in the Tender specification or the conditions stipulated in the contract by the Tenderer.

IN CONSIDERATION of the TNPGL having agreed to accept an undertaking from the tenderer in lieu of payment of E.M.D. in cash, the tenderer undertakes to pay the sum of Rs.....(Rupees..... only) immediately when a demand is raised by the TNPGL against the tenderer without any demur in the event of the following :

i) If he withdraws his tender or backs out after acceptance of the tender or

fails to remit the Security Deposit.

ii) If he revises any of the terms quoted during the validity period, without specific request by the TNPGL.

iii) If he 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.

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING is such that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above written undertaking shall be void, otherwise the same shall remain in full force. The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, "Tenderer" and " the TNPGL " before used hereafter shall include their respective successors and assign in office.

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

In the presence of Witnesses:

(With Name, Signature and complete address)

SIGNATURE:

1.

NAME IN BLOCK LETTERS:

2.

SEAL OF THE COMPANY:

ANNEXURE - II

FORMAT FOR UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

in Rs.500.00 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 **TAMILNADU POWER GENERATION CORPORATION LIMITED**, a subsidiary of TNEB Limited, formed on 1st November 2010 under section 131 of the Electricity Act of 2003 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 “**TNPGCL**” (which expression shall where the context so admits mean and include the successors – in – office and assigns).

WHEREAS the TNPGCL 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 Tuticorin or the **court of small causes in Tuticorin**. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within 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 Tuticorin 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 complete address)

SIGNATURE :

1. NAME IN BLOCK LETTERS :

SEAL OF THE COMPANY :

2.

ANNEXURE - III

BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

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

THIS DEED OF GUARANTEE made on this day of only by the Bank of..... (Branch name & address) (herein after called "the Bank") to and in favour the 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 “ Corporation ” (which expression shall where the context so admits mean and include the successors in office and assigns ” having its Registered Office at Anna Salai, Chennai - 2 represented by the CHIEF ENGINEER / _____ / _____ / _____ (hereinafter called "The Purchaser").

WHETHERAS Messrs.(hereinafter called "The Contractor") have by virtue of the contract entered into with the purchaser as per 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 Nationalised 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% (Five percent) of the Value of the Contract for the satisfactory performance of the Contract.

AND WHEREAS the Bank has at the request of the Contractor agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in 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 THIRU acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

In the presence of witnesses:

1.

Signature with seal of the Bank

(Name in Block letters)

2.

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

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 “**CORPORATION**” (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

INDEMNITY BOND AND CERTIFICATE FOR EPF/ESI

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

EPF Code No. of the firm;

ESI Code No. of the firm:

ANNEXURE

Sl. No.	Name with 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/TTPS 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 atherein-under called the " Tenderer " to and in favour of **TAMILNADU POWER GENERATION CORPORATION LIMITED, GSTIN 33AADCT4784EIZC**, a subsidiary of TNEB Limited, formed on 1st November 2010 under section 131 of the Electricity Act of 2003 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 byhereinafter called the "TNPGL".

WHEREAS the contract is for the supply in terms of the **TENDER SPECIFICATION NO.16 /2026 – 2027.**

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

FORMAT FOR UNDERTAKING TOWARDS EPF & ESI

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

(The undertaking should be submitted by the contractors in 80 rupees stamp paper for the respective works while claiming the part/ final bills)

Name of the work:

Name of the contractor:

EPF Main code number:

ESI Main code number:

Nature of the work:

Contract / K2 agreement No:

- 1) I/We hereby state that (Name of the contractor) has been duly registered under EPF Act and ESI Act vide main code number _____ and _____ respectively.
- 2) I/we hereby state that the EPF & ESI employee and employer contribution has been remitted for all the workers engaged for execution of the subject contract entered with TNPGL.
- 3) I/ we here by 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/ TANTRANSCO shall not be responsible for the consequent legal/ Financial obligations.
- 4) In the event of EPF & ESI obligations are found on our part (contractor) in respect of subject contract, the same will be duly discharged by me/us to the respective authorities.

Authorized signatory

(Contractor)

With seal

Date:

Place:

ANNEXURE-VIII

**BREAKUP DETAILS OF THE STATUTORY COMPONENTS FOR THE PROPOSED NUMBER OF THE
WORKMEN TO BE ENGAGED FOR THE WORKS CONTRACT/SERVICE CONTRACT**

1)	Name of the work	
2)	Specification No.	
3)	Minimum number of workmen proposed to be engaged to execute the works	
4)	Minimum Wages (as per the PWD Schedule Rates of Wages/ Minimum Wages Act)	
5)	Wages for weekly off relievers	
6)	EPF 13% Employer Contribution	
7)	ESI 3.25% Employer Contribution	
8)	Eligible Bonus	
9)	Gratuity	Applicable/ Not Applicable
	If applicable (amount in rupees)	
10)	GST	
11)	Expenses towards other Statutory Compliances, Safety appliances and other Amenities (should be less than 2%)	
12)	Total Amount (per month)	
13)	Total Amount (per year/period of contract)	
14)	Over heads including profit portion	

Authorized Signatory
(Contractor)
With seal

ANNEXURE- IX

Undertaking from the sole proprietor of the firm

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

Name of the sole Proprietor:

PAN NO:

Tender specification No.

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

Signatory of the proprietor
(With name & seal)

Date:

Place:

ANNEXURE- X

Certificate to be furnished by Chartered Accountant

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

Tender Specification No.

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

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

Signatory of the Chartered Accountant
(With name, membership No. & seal)

Date:

Place:

ANNEXURE- XI

Certificate to be furnished by Practicing Company Secretary

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

Tender specification No.

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

Signatory of the Company Secretary
(With name, membership No. & seal)

Date:

Place:

ANNEXURE-XII

BANK GUARANTEE FOR EMD

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

Beneficiary:-----

Date:-----

Bid Guarantee No:_____

We have been informed that (insert name of bidder) (herein after called „the bidder“ has submitted to you its bid dated (insert date) (herein after called „the bid“) for the Tamil Nadu under Open e-tender/Two part system.

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

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

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

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

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

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

Signature

With seal of the Bank

(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)