



TAMIL NADU POWER GENERATION CORPORATION LIMITED

TENDER SPECIFICATION

FOR

TTPS – Mech.II – TM I – Unit-III - Reconditioning of Lub oil / Seal oil cooler cooling water butterfly / Gate valves of various sizes during the forthcoming annual overhaul

**THROUGH e-TENDERING
(Through NIC Platform)**

SPECIFICATION NO. CE/TTPS/SE/M.II/No.116/2026-2027

OPEN TENDER / TWO PART SYSTEM

e-Tendering system

Due date and time for Opening of Tender: 21.10.2026 @ 14.00 Hrs.

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

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

TAMIL NADU POWER GENERATION CORPORATION LIMITED
FOREWORD FOR SPECIFICATION NO. CE/TTPS/SE/M.II/No. 116/2026-2027

1	Tender Specification No.	CE/TTPS/SE/M.II/No.116/2026-2027				
2	Name of Work	e-Tender for TTPS – Mech.II – TM I – Unit-III - Reconditioning of Lub oil /Seal oil cooler cooling water butterfly / Gate valves of various sizes during the forthcoming annual overhaul				
3	Quantity	As Per Schedule				
4	Method of Tender	Open Tender / Two part - e-Tender System (Online submission of Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: https://www.tntenders.gov.in/nicgep/app of NIC.)				
5	a) Earnest Money Deposit (EMD)	Rs.1,500/- (Rupees One thousand and five hundred only) to be paid through online payment gateway. The online payment Gateway has been enabled for TANGEDCO in TN Tenders portal (www.tntenders.gov.in). The payment for EMD will be carried out by the Bidders only through online payment mode.				
	b) Permanent EMD	PEMD holders of Rs.20 lakhs and above at TNPGL erstwhile TANGEDCO headquarters or at TTPS held under revised slab are exempted from payment of EMD.				
	c) EMD Exemption Categories	The exempted categories of tenderers as given in Section-I Micro and Small Enterprises located inside the state of Tamil Nadu are eligible for exemption of EMD against submission of documents as detailed in Section-I.				
6	URL for online bid submission for e-tender	https://www.tntenders.gov.in/nicgep/app				
7	Last date for submission of EMD	17.10.2026 @ 14.00 Hrs.				
8	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	17.10.2026 @ 14.00 Hrs.				
9	Date & time of opening of tender electronically	21.10.2026 @ 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. <table><tr><td>TANGEDCO</td><td>www.tangedco.gov.in</td></tr><tr><td>NIC</td><td>https://www.tntenders.gov.in/nicgep/app</td></tr></table>	TANGEDCO	www.tangedco.gov.in	NIC	https://www.tntenders.gov.in/nicgep/app
TANGEDCO	www.tangedco.gov.in					
NIC	https://www.tntenders.gov.in/nicgep/app					
11	Documents to be uploaded by the Tenderers during e-submission	Declaration and other documents whichever is applicable.				
12	Clarification to be sought for from	Superintending Engineer Mechanical –II, TTPS, Tuticorin-628004. Phone: 0461-2352363 & E-Mail: sem2ttps@tnebnet.org				
13	Place at which tenders will be opened electronically	Office of the Superintending Engineer Mechanical –II TTPS, Tuticorin-628004.				

TAMIL NADU POWER GENERATION CORPORATION LTD

SPECN. No.: CE/TTPS/SE/M.II/No.116/2026-2027

Name of the work: TTPS – Mech.II – TM I – Unit-III - Reconditioning of Lub oil /Seal oil cooler cooling water butterfly / Gate valves of various sizes during the forthcoming annual overhaul

BID QUALIFICATION REQUIREMENT

1. The tenderer should have previous experience in valve reconditioning works in any one of the 210 MW as a single unit or above capacity thermal power generating stations of SEB / Central Government Organisation / PSU in India for a value of not less than ` 0.41 Lakhs in a single order.
2. The Contractor having an established workshop with valid document is eligible to attend this tender
3. Documentary evidence in support of all the above requirements shall necessarily be scanned and uploaded during e-submission of tender. In the absence of uploading of above supporting documents, the offer will be summarily rejected.

TAMIL NADU POWER GENERATION CORPORATION LTD

SPECN. No.: CE/TTPS/SE/M.II/No.116/2026-2027

Name of the work: TTPS – Mech.II – TM I – Unit-III - Reconditioning of Lub oil /Seal oil cooler cooling water butterfly / Gate valves of various sizes during the forthcoming annual overhaul

Period of Work: 15 days from the date of handling over of defective valves.

SCHEDULE – A

Itm No.	Qty	Unit of measurement	Description of work	Rate per Item
1	6	Nos	Repair and reconditioning of various size 150mm, 200mm & 250mm butterfly valves. Complete dismantling of valve internals and renewal of wornout spares and painting of valve including all required consumables.	To be Quoted on-line in the BOQ
2	2	Nos	Repairing of LO cooler cooling water gate/Butterfly valve of dia 400mm. Complete dismantling of valve internals and renewal of wornout spares and painting of valve including all required consumables.	To be Quoted on-line in the BOQ

NOTE:

1) GST - Extra as applicable.

TAMIL NADU POWER GENERATION CORPORATION LTD

SPECN. No.: CE/TTPS/SE/M.II/No.116/2026-2027

JOB SPECIFICATIONS

1. The tenderer should make arrangements on their own to transport the various butterfly valve from site to workshop and back to site after the reconditioning the valves.
2. The contractor has to supply the following items
 1. The material for spindle with pins & suitable operating handle
 2. Bolts & nuts for locking the handle with spindle.
3. The worn out portion of the SS 316 spindle has to be renewed with the provision for pin holes and welding.
4. The new operating handle is to be fabricated and to be assembled in the valve
5. The entire dismantled valves have to be re assembled with reconditioned parts with new bolt & nuts.
6. The reconditioning valves should be painted with AC black & valve should be checked for free opening & closing of valve operation.

SPECIAL CONDITIONS

1. The company should complete the work in all respects within 15 days from the date of taking over the defective valves.
2. The contractor should visit the site and assess the nature of work before quoting.
3. Suitable welding electrodes should be used for SS spindle & disc reconditioning works.
4. The work should be completed to the entire satisfaction of Board Engineer and should be got approved before dispatching the valves from work shop.
5. The repaired valves should be guaranteed for one year for trouble free performance.
6. Transaction of materials (Consumables and Spares) under contractor scope should be done through Central stores.

NOT TRANSFERABLE

**TNPGCL
TUTICORIN THERMAL POWER STATION
GENERAL CONDITIONS**

Specification No. CE/TTPS/SE/M.II/S.No.116/2026-2027

SECTION-I

1.Earnest Money Deposit:

- i. Tenderer should pay the specified amount towards Earnest Money Deposit as follows:-
EMD: **Rs.1,500/- (Rupees One thousand and five hundred only)**

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(SSl) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.

PEMD holders of Rs.20 lakhs and above at TNPGCL 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 TNPGCL 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 valid Permanent EMD holder with TNPGCL erstwhile TANGEDCO for an amount of Rs.20,00,000/- and above 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 TNPGCL 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 TNPGCL 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.
- 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 /PEMD shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.

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

vi. **Exemption for payment of Earnest Money Deposit.**

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

- a. **“Micro and Small Enterprises located within the state of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a Copy of Udyam Registration certificate or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them for participation in this tender and whenever it is deemed necessary, the TNPGL may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors”.**
- b. Departments of the Government of Tamil Nadu.
- c. Undertakings and Corporations owned by the Government of Tamil Nadu.
- d. Labour Contract Co-operative Societies registered within Tamil Nadu.
- e. **The Micro & Small Enterprises having provisional registration certificate are not eligible for exemption.**
- f. **Bidders shall submit an undertaking in the form as per Format-I that they would pay penalty an amount equivalent to Earnest Money Deposit in the event of non – fulfillment or non – observance of any of the conditions stipulated.**

Note:

- 1. **Central and other State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.**
- 2. **The industries who are exempted from payment of EMD, subject to the enterprise registered under the ministry of MSME shall register itself under Udyam Registration.**

3. Only enterprises which comes under MICRO and SMALL categories are eligible for EMD exemption.
4. The SSI Units located outside the State of Tamilnadu are not eligible for exemption from payment of EMD in TNPGL tenders against Udyam Registration Certificate even though registered in Udyam portal for tendered items.

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

vi (i) 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:

- a) **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);
- b) **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**
- c) **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).

vi(ii) Calculation of Turnover:

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

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

vi(iii) Calculation of Investment:

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

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

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

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

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

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

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

The Undertaking in lieu of EMD shall be submitted in original by the bidder after Tender Opening in addition to uploading of it in the Portal, failing which the offer is liable for rejection.

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

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

- a) If the documentary evidences towards Exemption from payment of EMD are not uploaded.
- b) Exempted Tenderers are to produce copy of their Registration Certificate, showing the materials/services which they are permitted to manufacture/services and the PERIOD OF VALIDITY OF CERTIFICATE.
- c) Exemption of EMD is allowed to the units for those materials/services in their SSI Units. If the tendered items are not on their manufacturing/service range, the tenderer cannot claim exemption from payment of EMD and such tenders will be rejected straight away.
- d) If not furnished the details for investment held in Plant and Machinery or Equipment and Annual turnover value certified by Chartered Accountant.
- e) If not furnished the Undertaking in lieu of exemption of EMD specified under Sl.No.vii (III).
- ix) **The following should be uploaded by the Vendor during submission of Techno commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.**
The proof of Permanent EMD certificate / details
(OR)

The proof for exemption of EMD and certificate towards Investment held in plant & machinery and certificate for Annual turnover certified by Chartered Accountant and undertaking in lieu of EMD as per Format - I

x) REFUND OF EMD:

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

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

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

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

2. PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

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

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

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

3. GOODS AND SERVICES TAX (GST):

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

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

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

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

3.1. GOODS AND SERVICES TAX:

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

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

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

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

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

by the TNPGL.

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

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

4. 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.

5. 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 Chief Engineer / TTPS will clarify the same.
- iii) If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer / TTPS on the clarifications will be final and binding on the Tender.
- iv) 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.

6) TENDER OPENING :

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

The Tender offers except price Bid will be **opened electronically at 14.00 Hrs. on the date notified at the Office of the Superintending Engineer/Mechanical-II/ TTPS/ Tuticorin through <https://www.tntenders.gov.in/nicgep/app>**

OPENING OF THE PRICE BIDS: (PART - II)

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

- 7) If the date of opening of tender is declared as holiday or if there is any Technical difficulty due to internet connectivity, the tender will be opened on the next working day at 14: 00 hrs.

8) 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) GST is not active at the time of opening the tender.

9) Every tenderer is expected to inspect the site of the proposed works before quoting his rates. Each tenderer should also satisfy himself about the quantity and the availability of materials. No ambiguous clauses, which may put the Board to uncertain commitments will be entertained. The Board will not however, after acceptance of the contract rate, shall give any extra charges for lead or for any other reasons in case the contractor is found later on found to have misjudged the materials available.

10) The tenderer's particular attention is drawn to the section and clauses in the standard preliminary specification along with

- (1) Accidents
- (2) Delays
- (3) Particulars of payment.

The contractor should closely pursue all the specification clauses that govern the rates for which he is tendering.

11. Attention of the tenderer is invited to the PWD G.O. M.S. No.2395, dt 13.09.1945, according to which, the contractor engaged on Board's works must offer employment to Ex-servicemen as far as possible at local rates. The number of Ex- service men to whom he can offer employment, should be mentioned in the tender and he should also under take in the agreement to offer such employment to such members.

12. a) A tentative schedule of quantities of the work accompanies this tender specification. It shall be definitely understood that, the board does not accept any responsibility for the correctness of the schedule and this schedule is liable for alterations by omissions, reduction or additions at the discretion of the SE or his authorised representatives, or as set forth in the conditions of the contract at any stage (i.e either at finalising the award of tender or during the execution of work etc). The Tenderer should however quote his specific workable rates for each item in Rupees and paise based on the quantities in the tender schedule.

b) It is to be expressly understood, that the measured work is to be taken (As per custom or practice in vogue) according to the actual quantities placed and finished as per the drawings or as per measurement or weight at the respective prices without any additional charges for any necessary or contingent works connected there with. The rates quoted should be inclusive of such works and complete in every aspect.

c) The royalty and senior age charges whenever payable shall be paid by the contractor and the rates quoted should include this also.

13. Tenders offering a percentage deduction from or increase in the estimate amount and those not submitted for lump sum amount for items not called for shall not be included in the tender. No alterations which are made by the tenderer in the contract form, the conditions of contract, the drawings, the specification of quantities accompanying the same will be recognized. If any such alterations are made, the tender will be avoided. Tenders not submitted in the board's schedule of quantities form will not be considered.
14. The TNPGCL will afford necessary help, on application, for procurement of controlled articles and also for priority in transport etc. But it should be clearly understood that any delay in such procurement arising thereof will not constitute sufficient reasons for extension of time for purpose of this tender and rates.
15. The tenderer should note that for all materials not specifically mentioned with rates for issue in the tender notice but are drawn by the contractors in the course of the works for the use at the works will be charged, at the book value plus 10% or market value plus 10% whichever is higher, plus the actual cost of packing and despatch of materials.
16. Income tax payable on the contract amount at the appropriate rates levied from time to time will be deducted out of the payments to be made to the contractor in accordance with the provisions of the Income Tax Act 1961 as amended from time to time.
17. If the tenderer has not executed already any major contract work in the Tamil Nadu Electricity Board, will please submit authentic records with his tender to establish his financial capacity to undertake the work and his previous experience in the execution of similar works with the PWD, Highways Department etc., of Tamil Nadu.
18. Preference in selection from among the tenderers will be given other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work. The tenderer should, therefore state, in clear terms, whether they are professionally qualified or the staff to be employed. In case, the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site during working hours personally checking all the work and paying extra attention to such works as may demand special attention.
19. Employment by contractors of qualified technical staff in Execution of works:
The tenderers who themselves are professionally qualified should undertake to employ qualified technical men at their cost to look after the work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required to be always at the site during working hours personally checking all items of work and paying extra attention to such works as may demand special attention.
20. a) No part of the contract shall be sublet without written permission of the Chief Engineer / TTPS / Tuticorin-4 or shall transfer is made by power of attorney authorizing others to receive payment on the contractor's behalf.

b) The contractors shall not assign to or share with any person or persons his contract's interest on work or payment there of without regarding to and obtaining prior approval of the Engineer in writing.

21. If further necessary information is required the Chief Engineer / TTPS will furnish such, but it must be understood that tenders must be received in order and according to instructions cited above.
22. In case of any discrepancy the decision of the Chief Engineer/ TTPS will be final and binding on the tenderer.
23. The Chief Engineer / TTPS reserves the right to reject any or all the tenders without assigning reasons and reserves the right to divide the number of works to be entrusted between two or more contractors.
24. a) For Board's tools and plants, machinery, equipment and materials that are lent or supplied to the contractor by the department on hire basis for executing the Board's works, such articles so lent or hired to the contractor shall be returned in good serviceable condition to the department. If any damage or shortage caused to such articles by the contractor in the course of their use in the work, the cost as may be determined by the Executive Engineer for rectification or damage or shortage so caused shall be recovered from the contractors then and there.

b) In the case of hire of Board's tools and plants machinery, equipments, materials etc. that are lent to contractor during Board work on hire basis, the hire charges will be recovered on the approved rates for these materials and machinery hired to the contractors then and there. If there is approved rates for these materials and machinery hired to the contractors, a tentative rate will be worked out as per prevailing rates and condition of the board and recoveries will be made from the contractor then and there, till approval rates are received. If there is any variation between the rates fixed tentatively and approved, Department has every power to recover or refund the balance of the amount from or to the contractor.
25. No interest will be payable by the department for the work done by the contractor under this connection on any account whatsoever and vide clause No.69 P.S of M.D.S.S.
26. Conditional tenders will not be accepted.
27. The quantities furnished in the schedule are approximate and are subject to variation.
28. The attention of the tenderer is also drawn to the preliminary specification M.D.S.S. in particular to clause 45 dealing with accidents. It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employees against any accident from any cause and he shall indemnify the TNEB against any claims for damages or injury to persons or property resulting from any such accidents.
29. The contractor and his men should strictly observe all the rules relating to the work issued from time to time and the same will be binding on the part of the contractor.
30. Madras Detailed Standard Specification will be followed wherever applicable and in cases not covered by the individual specification attached.
31. The contractor is not eligible for any compensation whatsoever for delay in supply of department materials or due to any other cause or due to inadequate works for his labour or suspension of work.

32. GUARANTEE: (As per Sl.No.05 in Special condition)

The reconditioned/ repaired equipments shall be guaranteed for a satisfactory performance of 12 months from the date of commissioning or 18 months from the date of supply whichever is later subject to an overall guarantee period of 24 months from the date of supply under normal and proper condition of service and maintenance or as specifically indicated in the schedule whichever is earlier. Any failure within the guarantee period should be made set right by the contractor free of charge to the TNPGL.

33. VALIDITY:

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

34. a. EXECUTION OF AGREEMENT

When the tender is to be accepted the tenderer will be intimated of the same. He shall forthwith on intimation being given to him by the Superintending Engineer for the acceptance of the tender, attend for execution of necessary agreement in the prescribed form and to commence the work immediately. The stamp duty payable for this agreement is of the value of Rs.200/- which should be borne by the successful tenderers. The agreement in the prescribed form duly stamped should then be signed by the contractor in due fulfillment of the contract. The contractor will also sign in the office copy of the M.D.S.S. in the office of the Superintending Engineer incharge of the work. Failure to enter into the required agreement as defined in this paragraph shall entail forfeiture of the Earnest Money.

b. SECURITY DEPOSIT

When a tender is accepted and intimation being given to the tenderer of acceptance of the tender by TNPGL, the tenderer must furnish a Security Deposit for an amount equal to 5% value of contract including the amount remitted as EMD to be paid in the form of NEFT/RTGS or Banker's Cheque or Demand Draft in favour of SE/P&A/TTPS payable at Tuticorin within 15 days from the date of receipt of order (or) before taking over of site whichever is earlier. In the event of failure to remit security deposit within the prescribed period, EMD may be forfeited and the order may be cancelled without any further notice. The security deposit will not carry any interest. Demand Draft / Irrevocable Bank Guarantee from any one of the nationalized banks only is acceptable. Security Deposit will be refunded only if the work is completed satisfactorily and after the final bill is audited by Audit. For reconditioning / repairing of equipments the Security Deposit will be refunded after the guarantee period. For belated submission of SD amount the penal interest rate of 12% per annum for the delayed period shall be levied.

35. PAYMENT

- a) Payment on part bills / Final bill will be made according to the TNPGL's Rules and Regulation subject to the conditions for effecting statutory recovery for works contract.
- b) For reconditioning / repairing / fabrication works 95% of work value will be paid within 90 days from the date of receipt of material at TTPS Stores in good condition. Balance 5% will be paid within reasonable time thereafter / after completion of Guarantee Period. In case of delay in completion of works, 95% payment shall be released within 90 days after deducting LD if any.

- c) 95% payment will be paid within 90 days from the date of satisfactory completion of work. Balance 5% will be paid within reasonable time thereafter / after completion of Guarantee Period.
- d) Part payment for the completed works will be made within 90 days from the date of satisfactory commissioning of the equipments/ completion of works.
- e) For the delayed payment, if any, the simple interest shall be paid by TNPGL at the SBI three months MCLR rate for the delayed period beyond 90 days. The contractor has to produce the bills with required documents along with materials / completion of works immediately to avail the above benefit. If any delay occurs in producing invoice with required documents, TNPGL will not be held any responsible for that delay.

Advance payment or payment against dispatch documents through Bank will not be accepted.

- 36. The face value of the agreement will only be limited to the finalized work. It is not binding that the TNPGL should allow the contractor to complete the work upto face value of the agreement.
- 37. It shall be accepted as a condition of the contract that the payment of final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of the TNPGL,s from all further claims by the contractor under the contract.
- 38. The tenderer who is an Industrial Company, should state clearly whether the company is potentially sick Industrial Company or a sick Industrial company in terms of Section 23 or Section 15 of the sick Industrial companies (Special Provision) Act 1985.
 - a) The tenderer should note that failure to furnish this information will make the tender liable for rejection.
- 39. The period of completion of work shall be reckoned from the date of taking over of the site/equipment by the contractor unless specified in the special conditions / schedule of work.

40. Court suits

No suits or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court save in the city civil courts of Thoothukudi. 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 might arise within the jurisdiction of any court of Tamil Nadu and not in courts in Thoothukudi City then it is agreed to between the parties that such suits or proceedings shall be instituted in court within the State of Tamil Nadu and no other court shall have jurisdiction even though any part of the cause of the action might arise within the jurisdiction of such courts.

41. Contractor's failure / Liquidated damages/ penalty for delay

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

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

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

42. ARBITRATION

There will be no arbitration and the decisions of Chief Engineer/ TTPS will be the final in case of any dispute between the contractor and the TNPGL.

The undersigned may terminate this work with ten days notice due to continued slow progress of work or unsatisfactory performances or subletting the contract or suspension of work or any other reason.

GENERAL

43. The rates quoted by the tenderer shall be kept firm for the entire duration of the contract irrespective of any variation in the cost of living index and other hikes etc, subsequent to the date of tender.
44. In the event of the contractor's labour resorting to strike or the contractor reporting to look out the TNPGL shall have the right to go ahead with the work employing its own labour or through other agencies or both and the cost incurred thereon shall be deducted from the contractors bill /EMD etc by the TNPGL.
45. All such works, which are required to be done for the satisfactory completion or commissioning or running of the equipments though not specifically mentioned above have to be done by the contractor at no extra cost. The decision on such works shall rest with the Engineer-in charge and also with Superintending Engineer/ Mechanical-II /TTPS.
46. If the progress of work is not satisfactory, the undersigned reserves the right to entrust the whole or part of the balance work to any other contractor after intimating the contractor in writing.
47. Electricity, Water and air shall be supplied by the TNPGL at free of cost and the contractor should make his own arrangement to tap it from the nearest point. Necessary main switch Board and other arrangement should be done by the contractor at his cost and supply shall be provided to his main Board from the nearest supply point. Only 24 V hand lamp should be used for internal works.
48. The contractor should be the custodian of all the portable fire extinguishers and other major T&P handed over to him and any other minor equipments which are likely to be easily dismantled and taken away.
49. On no account TNPGL employee shall be engaged by the contractor.
50. Whenever the contractor does not commence the work as agreed the Earnest Money Deposit/Security Deposit paid by the Contractor shall be forfeited in terms of the contract and his/their name will be black listed after due notice. In addition the difference on prices agreed to by the failed contractors and the higher rate at which the works are to be entrusted with others, because of the failure of the ordered contractors shall be recovered from the failed contractors on any of his/their pending bills.

51. For taking out materials from Tuticorin Thermal Power Station and vice versa, all the transaction should be done through TTPS Stores. In respect of reconditioning / repairs / fabrication works, after furnishing necessary indemnity bond for the value of materials.
52. The workmen deployed for the works shall have no lien or claim permanency for the works they are engaged for.
53. Board reserve the right to terminate or short close the tender Agreement/Work without assigning any reasons. The contract will be terminated at any time due to Administrative reasons and according to site condition without prior notice.
54. The contractor should mobilize himself well in advance and start the work immediately and complete the specified works satisfactorily within the stipulated period.
55. The contractor or his authorized supervisor / representative should be available at site throughout the period of work. The contractor should intimate the name of representative before commencing the work.
56. Separate work force should be engaged by the contractor and the work should be completed as per the target fixed by engaged workmen round the clock for each/ equipment and as per the direction of the TNPGL Engineer in charge.
57. The contractor should engage only skilled and experienced workmen.
58. The Executive Engineer will turn down any person who is unfit for the work.
59. There should not be any hindrance to other departmental/ contractor workers working nearby.
60. Drawal of materials from central stores / sub stores and devolution of materials to central stores / sub stores should be done by the contractor.
61. All Tools & Plants such as welding generator, gas cutting set, chain blocks, etc. required for the work should be brought by the contractor. Only special tools and plants such as EOT crane shall be availed at free of cost, if feasible.
62. Oxygen & DA gas, MS welding electrodes, Gouging, Cutting electrodes and all other miscellaneous consumables required for the work should be brought by the contractor. However, the consumables which go with the equipment shall be supplied by the TNPGL at free of cost.
63. The working area should be kept perfectly clean during the period of this contract and all the debris/ retrieved materials should be disposed off as directed by the Engineer in charge.
64. Notwithstanding anything contained in any of these conditions/regulations, TNPGL's or the competent authority shall have the right to relax or waive any of the conditions stipulated in the tender conditions.
65. The contractor should engage mentally sound workmen with good behavior and integrity. The labourers having bad records in any other division, departments of the TNPGL's or any organization should not be engaged.

66. The contractor should make his own arrangements for getting necessary entry passes/ Inpasses / gate passes for his workmen, transport vehicles, materials tools and Plants from the concerned Tuticorin Thermal Power Station Security Officers. The contractor and his workers should abide by the safety & security rules of Tuticorin Thermal Power Station.
67. As the works are inside the protected area of Harbour as well as Tuticorin Thermal Power Station, Workmen or contractor or his representative SHOULD NOT BE ALLOWED TO SMOKE.
68. The contract workman should have Bar coded entry pass with him while he is inside the Power House.
69. Identity cards to the contract workers which have to be issued by the respective contractors.
70. Copy of Antecedent certificate obtained from police for each contract labour should be produced before applying for the entry pass to the contract workers
71. The tenderer should have valid GSTIN registration and GST should be active at the time of opening the tender.

Sd***
Chief Engineer,
TTPS/ Tuticorin - 4.

SECTION-II

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

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

REGISTRATION:

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

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

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and

content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

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

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

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

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

Procedure for submission of bids:

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

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

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

i. The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in). The payment for EMD will be carried out by the Bidders only through online payment mode.

ii. The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gateway**. If excess or short, the tender status will be shown as invalid.

iii. If submitting EMD as PEMD/Udayam(SSl) (as mentioned in the specification), then select the exempted from EMD payment as “YES”. Then upload the EMD exemption documents only in “pdf” files.

iv. The bidder has to submit the tender document online well in advance before the Prescribed time to avoid any delay or problem during the submission process. If there is any delay, due to other issues, bidder only is responsible.

4) Bidder should prepare the EMD as per the instructions specified in the tender document.

5) A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

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

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

10) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

11) The TNPCL 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 TNPCL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

Late Bids:

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

Modification and withdrawal of bids:

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

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

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

ASSISTANCE TO BIDDERS:

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

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

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

FORMAT - I

**UNDERTAKING IN LIEU OF E.M.D.
Rs.500/- Non-Judicial Stamp paper**

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

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

WHEREAS THE tenderer is required to pay Earnest Money Deposit of Rs.....for
participation in the tender for work of
.....
in terms of Specification No..... with due date of Tender opening as

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

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

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

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said agreement the
Tenderer hereby doth covenant with the Corporation that in consideration of the "Corporation"
waiving the condition of payment of EMD in cash in terms of the said Specification, the Tenderer
has agreed to pay to the Corporation Rs.(Rupeesonly) in
the event of:

- i) Withdrawing his tender before the expiry of validity period.
 - ii) With drawing his tender after acceptance
 - iii) Violating any of the conditions of the tender issued by the
Competent Authority.

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

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

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

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

SIGNATURE
NAME IN BLOCK LETTERS
SEAL OF THE COMPANY

IN THE PRESENCE OF WITNESSES:

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

**DECLARATION FORM
TENDER ACCEPTANCE LETTER
(To be furnished on the letter head of the firm and signed with the seal of firm)**

Date:

To

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

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No: _____

Name of Tender/Work:

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

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

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

*** **