

BY E-MAIL:

:: TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD ::

From

Er. K.KANIKANNAN, M.E.,
Chief Engineer/Mechanical/Thermal Stations
& Gas Turbine Schemes,
3rd Floor, NPKRR Maaligai,
144, Anna Salai,
Chennai – 600 002.

To

The Consultant (Judicial),
National Green Tribunal,
Principal Bench,
New Delhi

e-mail: judicial-ngt@gov.in

Lr.No.CE/M/TS >S/SE/CD/EE-2/EE(NI)/FAM/F.NGT case/D. 71/23, dt. 05.02.2023
Sir,

Sub: TANGEDCO's Thermal Power Stations – Fly ash Management – National Green Tribunal - Case filed on utilization of dry fly ash by SSI units –
– Notorised Counter affidavit for filing before NGT – Furnishing – Reg.

Ref: O.A.No.878 of 2022 filed before Hon'ble NGT, New Delhi by Tamil Nadu Fly ash Bricks & Blocks Manufacturers Association Vs. GoI & Others.

The Counter affidavit to be filed in the National Green Tribunal in respect of TANGEDCO - respondent nos.6, 10, 11, 12 & 13 in the O.A.No.878 of 2022 filed in Hon'ble NGT, New Delhi by Tamil Nadu Fly ash Bricks & Blocks Manufacturers Association Vs. GoI & Others. is submitted herewith.

Encl: Counter Affidavit with annexures



CHIEF ENGINEER/ MECHL/THERMAL
STATIONS & GAS TURBINE SCHEMES

Copy to Director (Generation), Chennai – 2 for kind information.

BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI

ORIGINAL APPLICATION NO. 878 OF 2022

IN THE MATTER OF:Tamil Nadu Fly Ash Brick and
Blocks Manufacturers Association

...Applicant

versus

Government of India & Ors.

...Respondents

INDEX

S. No.	Particulars	Page
1.	Common Counter-Affidavit on Behalf of Respondents No. 6, 10, 11, 12, & 13	1-30
2.	Annexure A: Details of ash generation and utilization for the period from 2013-14 to 2022-23	31
3.	Annexure B: Details of utilisation percentage of wet ash from 2014-2015 to 2022-23	32
4.	Annexure C: Copy of MoU dated 28.06.2006 between Respondent No. 10 and M/s. India Cements Ltd.	33-48
5.	Annexure D: Copy of Madras High Court order dated 23.02.2017	39-41
6.	Annexure E: Summary of contracts awarded by present Respondents for disposal of fly ash operated till June 2022	42
7.	Annexure F: Summary of contracts executed in June 2022 by present Respondents for disposal of fly ash	43
8.	Annexure G: Copy of agreement between Respondent No. 12 and India Cements Ltd. dated 21.06.2022 for disposal of fly ash	44-55
9.	Annexure H: Copy of the MoP's letter dated 06.12.2022	56
10.	Annexure I (not marked): Copy of notifications published in newspapers for disposal of ash free of cost by Respondent No. 6	57-58
11.	Annexure J: Copy of allotment letter for disposal of wet fly ash by Respondent No. 6	59-66

12.	Annexure K: Copy of instructions issued to Chief Engineers based on deliberations at a meeting chaired by the CMD, TANGEDCO on 15.11.2022	67-70
13.	Annexure L: Copy of recent contracts issued for installation of pollution control devices and measures	71-82
14.	Common Vakalatnama on behalf of the Respondents No. 6, 10, 11, 12, 13 and authorization	83-84
15.	Proof of Service	85

Filed through



Anusha Nagarajan

(Counsel for Respondents No. 6, 10-13)

A-35, First Floor,

Defence Colony, New Delhi – 110024

Tel:- +91-9654116464

e-mail: anusha.nagarajan@anlawchambers.in

Date: 05.02.2022

Place: New Delhi

BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI**ORIGINAL APPLICATION NO. 878 OF 2022****IN THE MATTER OF:**

Tamil Nadu Fly Ash Brick and
Blocks Manufacturers Association

...Applicant

versus

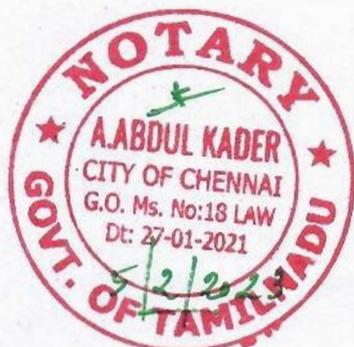
Government of India & Ors.

...Respondents

**COMMON COUNTER-AFFIDAVIT ON BEHALF OF RESPONDENTS NO. 6,
10, 11, 12, & 13**

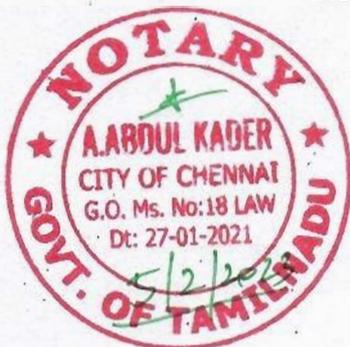
I, Er. K. Kanikannan, son of Thiru.C.P.Kothandaraman, aged about 56 years, employed as Chief Engineer/Mechanical/Thermal Stations & Gas Turbine Schemes at the Tamil Nadu Generation and Distribution Corporation Ltd., having office at 144, Anna Salai, Chennai – 600002, do hereby solemnly affirm and sincerely state as follows:

1. That I am authorised to represent the Respondents No. 6 and 10 to 13 in the present Application. I am competent and authorized to file this affidavit on behalf of the said Respondents, being well acquainted with the facts of the case.



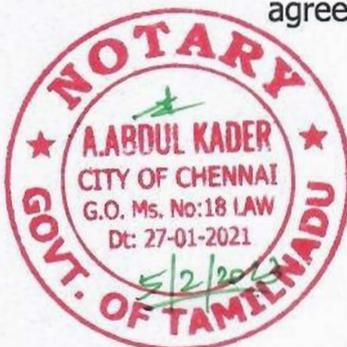

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

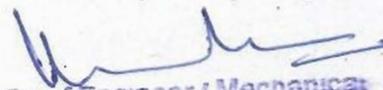
2. That the present Application has been filed by the Applicant seeking *inter alia* a direction to the Respondent Thermal Power Plants ("**TPPs**") to not sell fly ash, purportedly in accordance with the order of this Hon'ble Tribunal in Original Application No.327 of 2022 dated 25.08.2022.
3. The Respondents No. 6 and 10 to 13 are Tamil Nadu State-owned TPPs, such that they are owned and operated by the State Power Distribution Company, Tamil Nadu Generation and Distribution Corporation Ltd., ("**TANGEDCO**").
4. That by way of order dated 15.12.2022 in the present Application, this Hon'ble Tribunal directed the Respondents No. 5, 6, and 10 to 18 to mention in their reply the action taken by them to comply with the order passed by the Tribunal and the circular dated 06.12.2022 issued by the Ministry of Power, Government of India. In this regard, it is necessary to appreciate the following:
 - I. The present Respondent TPPs have been effectively disposing of fly ash in terms of the successive Ministry of Environment and Forests ("**MoE & F**") notifications, and utilisation of fly ash has been kept at high levels consistently. The MoE & F has permitted sale as a means for disposal of fly ash since 2009, and the extent of sale of fly ash has increased over the years, in view of increasing demand for fly ash.




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

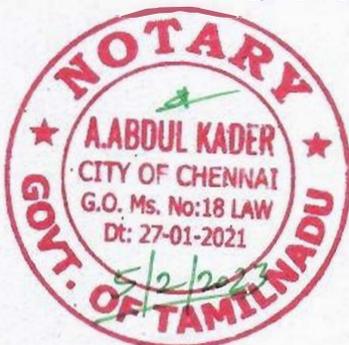
- II. This Hon'ble Tribunal in its order dated 18.01.2022 passed in ***Ashwani Kumar Dubey v. Union of India & Ors.***, Original Applications No. 164 of 2018 & batch, while hearing applications regarding the management and utilisation of fly ash in Madhya Pradesh and Uttar Pradesh, examined the prevailing position in these states, and *inter alia* directed that the Ministry of Power's ("MoP") direction dated 21.09.2021 to TPPs in respect of sale of fly ash through competitive bidding will not be enforced as it was against the spirit of the 2021 Notification of the MoE & F (defined hereinafter). These directions were however issued in the context of facts specific to, and conditions prevailing in the States of Madhya Pradesh and Uttar Pradesh.
- III. Subsequent to this, the MoP, in its directions to the TPPs dated 22.02.2022, directed that transparent bidding of fly ash should take place only wherever sale is contemplated by the 2021 Notification of the MoE & F (defined hereinafter). It is pertinent that the 2021 Notification of the MoE & F does not prohibit sale, it in fact specifically envisages sale as a means for disposal of fly ash.
- IV. In June 2022, pursuant to the 2022 Notification of the MoE & F, the present Respondent TPPs executed several separate agreements for a term of 3 years (extendable upto 5 years) for




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

disposal of fly ash and wet ash following a transparent bidding process. These agreements have enabled the present Respondent TPPs to achieve maximum disposal of ash generated.

- V. Wherever the present Respondent TPPs have been unable to sell ash, they have disposed of such ash free of cost to various user agencies, and have publicized the same in newspapers.
- VI. No new agreements have been executed by the present Respondent TPPs after this Hon'ble Tribunal's order in **Amravati Fly Ash Bricks Manufacturers Association v. Union of India**, OA No. 327 of 2022 dated 25.08.2022 directing that the 2022 Notification should not be enforced. The present Respondent TPPs were informed of this order *vide* the 06.12.2022 Circular of the MoP. However, the existing agreements are allowing the present Respondent TPPs to be closer to the targets for fly ash disposal set in the 2021 Notification.
- VII. Mere disposal by way of sale of fly ash cannot be said to flout the directions of this Hon'ble Tribunal in **Ashwani Kumar Dubey v. Union of India**. Further, the present Respondent TPPs have taken several steps to address the generic concerns which were



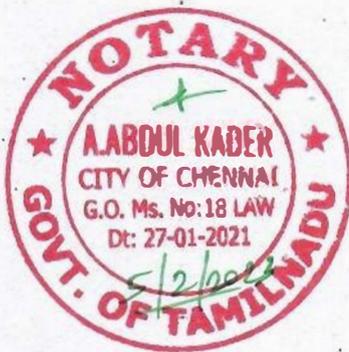

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

raised by this Hon'ble Tribunal in its order in **Ashwani Kumar Dubey v. Union of India.**

VIII. Therefore, there has been no contempt by the present Respondent TPPs of this Hon'ble Tribunal's orders in both **Ashwani Kumar Dubey v. Union of India** and **Amravati Fly Ash Bricks Manufacturers Association v. Union of India.**

IX. The present Application, having been filed by an Association of brick and blocks manufacturers, is motivated and not *bona fide*. Due to the promotion of ash-based products and various other incentives for using fly ash in manufacture of these products, ash has become a commodity; the members of this association are attempting to procure this commodity for free of cost by moving this Application. While seeking to procure the fly ash without cost, the brick and block manufacturers themselves have a commercial advantage, as the MoEF notifications mandate procurement of ash-based products by various industries on a commercial basis.

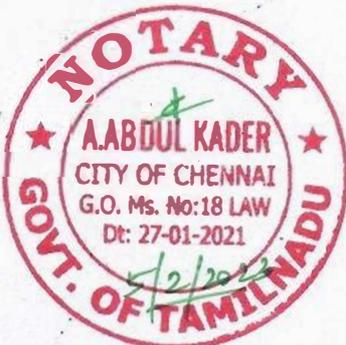

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
64, Anna Salai, Chennai-600 002



5. The basic details pertaining to the Respondent Nos. 6 and 10 to 13 TPPs are as below:

S. No	Details	TTPS (Res. No. 6)	MTPS – I (Res. No. 10)	MTPS – II (Res. No. 11)	NCTPS – I (Res. No. 12)	NCTPS – II (Res. No. 13)
1.	Name of Thermal Power station	Tuticorin Thermal Power Station	Mettur Thermal Power Station – I	Mettur Thermal Power Station - II	North Chennai Thermal Power Station - II	North Chennai Thermal Power Station – II
2.	State & District	Tamil Nadu Tuticorin	Tamil Nadu Salem	Tamil Nadu Salem	Tamil Nadu Thiruvallur	Tamil Nadu Thiruvallur
3.	Environment zone	Coastal zone	Industrial zone	Industrial zone	Coastal zone	Coastal zone
4.	No. of units	5	4	1	3	2
5.	Installed capacity (MW)	5 X 210 MW = 1050 MW	4 X 210 MW = 840 MW	1 X 600 MW = 600 MW	3 X 210 MW = 630 MW	2 X 600 MW = 1200 MW
6.	Date of commissioning					
	Unit – I	09.07.1979	07.01.1987	11.10.2012	25.10.1994	20.03.2014
	Unit – II	17.12.1980	01.12.1987	---	27.03.1995	08.05.2014
	Unit – III	16.04.1982	22.03.1989	---	24.02.1996	--
	Unit – IV	11.02.1992	07.03.1990	---	---	--
	Unit – V	31.03.1991	---	---	---	---

6. The relevant background pertaining to the disposal of fly ash by TPPs is set out below:



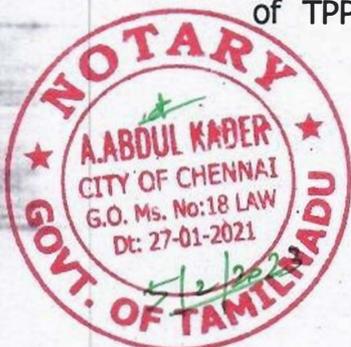

 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

A. NOTIFICATIONS / DIRECTIONS IN RELATION TO FLY ASH 1999 Notification

7. The MoE & F, for the first time, on 14.09.1999 ("**1999 Notification**"), issued a notification for disposal of fly ash and its utilisation by specific industries. The 1999 Notification was issued with a view to (i) restrict the excavation of top soil for the manufacture of bricks and building material, and to (ii) prevent dumping of fly ash discharged from TPPs.
8. Towards this end, the 1999 Notification mandated that no person within a 50 km radius from TPPs shall manufacture clay bricks, tiles, or blocks for use in construction activities without mixing at least 25% of ash with soil. To ensure that ash was available for such use, TPPs were required to make available ash generated to manufacturers of ash-based products without payment or consideration for a period of 10 years, with the aim of progressively increasing the use of ash every year to enable utilisation of the entire fly ash generated.

2003 Notification of the MoE & F

9. The 1999 Notification was amended by the subsequent notification of the MoE & F dated 27.08.2003 ("**2003 Notification**"). The 2003 Notification increased the radius from TPPs to 100km (from 50km) in which the manufacturers of clay bricks, tiles, or blocks were required to mandatorily use ash in their products. Further, construction agencies within 100km radius of TPPs were required to use fly ash bricks, blocks, or tiles or their

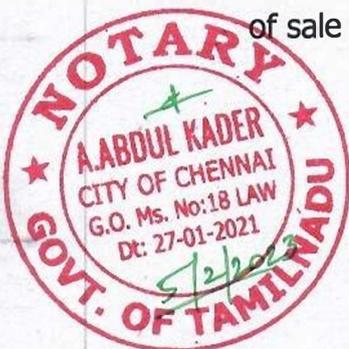



Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
4, Anna Salai, Chennai-600 002

combination in construction activities, and progressively increase their use annually such that within 2-4 years, depending upon distance from TPPs, 100% of products used in the construction must be ash-based.

2009 Notification of the MoE & F

10. On 03.11.2009, the MoE & F amended the previous notifications ("2009 Notification") with a view to restrict excavation of top soil for manufacture of bricks and other construction products, and to promote utilisation of fly ash produced by TPPs. While it was observed that there was a gradual increase in the manufacture of ash-based products, from 1.5 million tonne in 2002-03 to 3.19 million tonne in 2006-07, construction agencies were yet to achieve their targets of ash utilisation as per the previous notifications, and that many TPPs were yet to achieve targets drawn up in their action plans.
11. The 2009 Notification made it mandatory for construction agencies within 100km of TPPs to use only fly ash-based products for construction and other related activities, and compliance with this requirement was made the responsibility of such agencies, whether public or private.
12. This notification also permitted TPPs to sell fly ash with the exception that pond ash will be made available free on as is where is basis, and 20% dry ESP fly ash shall be made available free of charge to manufacturers of ash-based bricks, blocks, or tiles on priority over other users. However, no mode of sale was prescribed in the 2009 Notification.



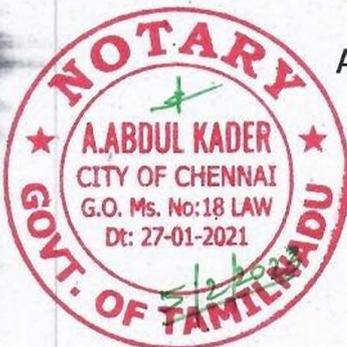

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

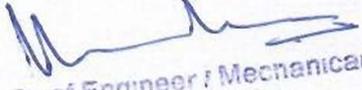
13. For the first time since the 1999 Notification, the 2009 Notification laid down annual targets for the TPPs to achieve 100% utilisation of fly ash within 5 years from the notification.

2016 Notification of the MoE & F

14. On 25.01.2016, the MoE & F further amended the previous notifications relating to fly ash ("**2016 Notifications**"). Importantly, the 2016 Notification:

- i. increased the radius from TPPs within which manufacturers of bricks, etc., and construction agencies were required to compulsorily utilize fly ash in their activities, from 100 km to 300 km.
- ii. clarified that 20% restriction on sale of ESP fly ash by TPPs does not apply to TPPs which achieve 100% utilisation of fly ash.
- iii. Mandated that the cost of transportation of fly ash for construction and manufacturing activities were to be borne by TPPs within a radius of 100 km (300 km in case of Government asset creation projects); transportation of fly ash for such activities between 100 km to 300 km from TPPs was to be shared equally.
- iv. The said notification also mandated the concerned Authority to mandate the use of ash based bricks or products in all Government schemes and programmes such as MGNREGA, Swacch Bharat Abhiyan, Urban and Rural Housing Scheme where built up area is




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600002

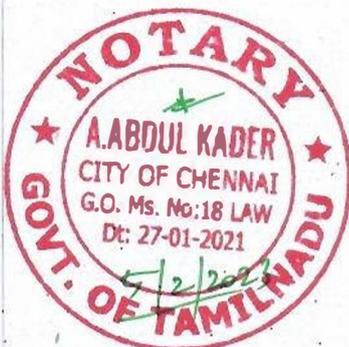
more than 1000 square feet and in infrastructure construction including buildings in designated Industrial Estates, Parks or Special Economic Zones.

MoP direction dated 22.09.2021

15. The Ministry of Power ("MoP") in a direction to all TPPs of the country, observed that demand of fly ash has been increasing, and as all end-users of fly ash were commercial ventures, fly ash should be auctioned through a transparent bidding process. Therefore, TPPs were directed to provide fly ash to end users through transparent bidding process only. If after bidding, fly ash remained unutilized, then TPPs could give fly ash free of cost, but the cost of transportation was to be borne by the user. If fly ash still remained unutilized, then TPPs could bear the cost of transportation.

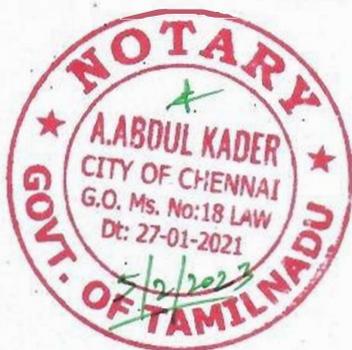
2021 Notification of the MoE & F

16. In supersession of the previous fly ash notifications, the MoE & F, on 31.12.2021, published a fresh notification on the utilisation of fly ash. As in the case of the earlier notifications, the objective of this notification was to conserve top soil by preventing its excavation for manufacture of building materials and construction activities, and to prevent disposal and dumping of fly ash by TPPs on land.




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

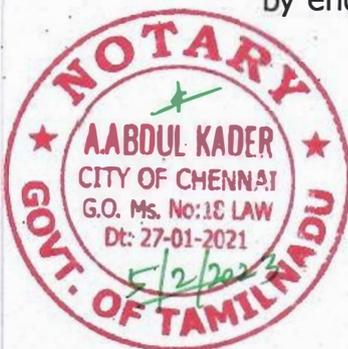
17. The 31.12.2021 notification made TPPs responsible for 100% utilization of fly ash and bottom ash generated in a year, imposing a minimum annual utilization of 80% (subject to certain relaxations as stipulated therein), and also liable for compensation in the event of failure to do so.
18. In the context of means of disposal of fly ash, it is pertinent that:
- (i) The 31.12.2021 notification sets out the eco-friendly purposes for utilization of fly ash. It is pertinent that there is no restriction on the sale of fly ash for such purposes.
- (ii) It further mandates the use of fly ash by agencies engaged in construction activities such as road laying, road and flyover embankments, shoreline structures in coastal districts and dams within 300 km from TPPs; and for backfilling in mine voids, mixing of ash with overburden dumps, by mine owners within 300 km. Even for such uses, the TPP is allowed to charge for ash cost and transportation at mutually agreed rates, if the user agencies make a request to TPPs for the supply of fly ash.
19. **From the above successive notifications, it is clear that:**
- i. The purpose of the notifications issued by the MoE & Fhave been two-fold: (a) conservation of top soil by preventing its excavation by manufacturers of clay bricks and Blocks and construction agencies;




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

and (b) preventing disposal and dumping of fly ash into the environment by TPPs.

- ii. By making it mandatory for brick manufacturers and construction agencies to use ash and ash-based products, the notifications aimed to reduce environment degradation by the manufacturers and agencies, and by TPPs. Therefore, these notifications did not identify only the TPPs as the polluters. This is borne out by the recitals of each of the MoE & F notifications.
- iii. In fact, it was only since 2009, by way of the 2009 Notification that positive targets for TPPs for achieving 100% utilisation of fly ash were incorporated. In contrast, manufacturers of bricks and blocks have had year on year targets for increasing use of ash in their products since the 1999 Notification.
- iv. The notifications had the effect of creating a market for fly ash amongst the manufacturers and construction agencies, which did not previously exist. It is for this reason that the 1999 Notification contemplated TPPs making ash available to the end-users without consideration.
- v. However, from the 2009 Notification onwards, when the use of fly ash by end-users was noticed to be increasing, TPPs were allowed to sell




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
111 Floor / W. Wing,
44, Anna Salai, Chennai-600 002

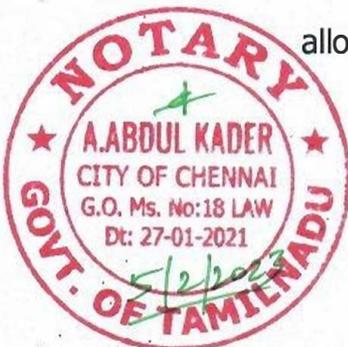
at least some portion of the ash produced. The manner of sale, however, was not prescribed by the MoE & F. The succeeding 2016 and 2021 Notifications also contemplated sale of fly ash by TPPs, but also without prescribing the manner of sale. Pertinently, there was no restriction on the mode of sale under any of the aforesaid notifications.

- vi. Each successive notification has also imposed obligations for use of fly-ash based products such as ash bricks, blocks and tiles in construction activities, thereby incentivizing ash-based industries.
- vii. Therefore, as the use of fly ash by brick and block manufacturers and in construction activities became more prevalent, the MoE & F allowed TPPs to sell ash produced by them.

B. STEPS TAKEN BY PRESENT RESPONDENTS FOR DISPOSAL OF FLY ASH AS PER THE ABOVE MOEF NOTIFICATIONS

20. TANGEDCO has been formulating policy for utilization of fly ash based products on the above MoEF Notifications from time to time. The Respondents No. 6 and 10 to 13 TPPs, have taken the following steps in accordance with the above Notifications:

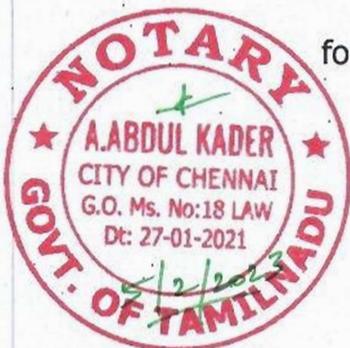
- (i) From 2013 onwards, 80% of the fly ash generated per annum was put up for auction/ sale. The remaining 20% was reserved for allotment without charge amongst persons, primarily the fly ash




 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 2A, Anna Salai, Chennai-600 002

brick manufacturing units, who applied to the Respondent TPPs for such dry ash. The dry ash reserved for free allotment was allotted after due verification of the business of the applicant and after conducting on-site visits. However, despite this, the reserved quantity for disposal of dry fly ash without charge, was not fully consumed by the end-users, as consumption would depend upon the demand for the products manufactured by the applicants, and in fact, the quantum of dry ash consumption by the brick manufacturers (who were the primary beneficiaries of free allotment), has reduced. This emanates from the data annexed on disposal of fly ash since 2013-14 (SSI category referred to in the table represents the quantum of free allotment). Further, owing to increase in demand, the off takers for fly ash on sale basis has also increased, which is clear from the increased utilization through sale. The details of ash generation and utilization for the period from 2013 – 14 to 2022 – 23 is furnished as **Annexure – A**.

- (ii) However, there was less demand for utilization of wet ash at source. Thus, wet ash had to be dumped into dedicated ash dykes, and was subsequently issued to lifting agencies to be used for any major road works or other filling works. Such wet ash/ pond ash was disposed of without any charge, owing to less demand, except for some nominal service charge by Respondents No. 10 and 11 to




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W, Wing,
44, Anna Salai, Chennai-600 002

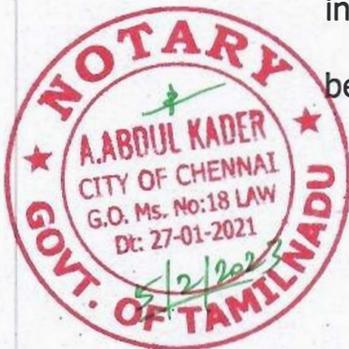
compensate for purchase of Cauvery water used for slurring and disposing the fly ash into the dyke. The utilisation percentage of wet ash from 2014 – 2015 has been furnished as **Annexure – B**.

(iii) During the period from 1999 to 2013, the demand for dry fly ash was not significant. Since some cement companies expressed interest in procuring dry ash, the Respondent TPPs, as a matter of practice, entered into long-term Memorandum of Understanding ("MoU") with cement industries, on first-come-first-serve basis for:

- a) Supply, erection, operation and maintenance of pressurized dense Fly ash collection system, and
- b) Evacuation of dry fly ash (80%) on payment of service charges by the cement companies.

By way of illustration, an MoU between the Respondent No.10 and M/s. India Cements Ltd. dated 28.06.2006, on Installation and Maintenance of fly ash collection system is annexed herewith for representative purposes as **Annexure –C**.

(iv) After completion of the MoU period in 2013, TANGEDCO had centrally initiated action for open tender for sale of fly ash from all Respondents No. 6 and 10 to 13 TPPs. The tender process was initially stalled, as cement companies had preferred writ petitions before the Hon'ble Madras High Court challenging the floor price,



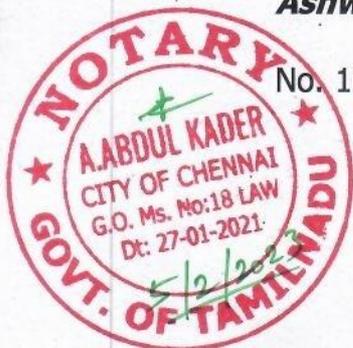

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai - 600 002

and refrained from off-taking fly ash from the TPPs during the pendency of such writ petitions. The petitions filed by various cement companies were finally disposed of 23.02.2017, copy of the order being annexed as **Annexure – D**. During this period however, separate regular short-term e-auctions were held by the individual TPPs, and utilization percentage of fly ash was kept at high level consistently, as is demonstrated from the details set out at **Annexure -A**.

- (v) After disposal of the petitions filed against the floor price, new tenders in tender-cum-auction mode were initiated and contracts were issued for the quantity of 35.35 Lakh Metric Tonne (LMT) per annum from the present Respondent TPPs through 83 contracts. Summary of the contracts awarded is annexed as **Annexure – E**.
- (vi) The above contracts operated till June 2022. It is pertinent that during the period between 2018 and 2022, utilisation level of dry fly ash was nearly 80% of the fly ash generated per annum.

C. HON'BLE NGT'S DIRECTIONS IN ASHWANI KUMAR DUBEY

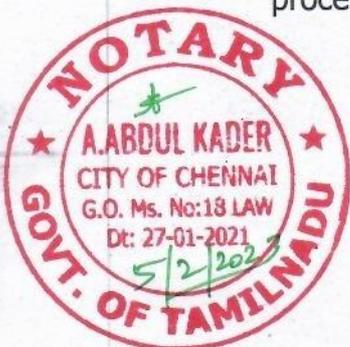
21. The dispute leading to issuance of directions by this Hon'ble Tribunal relating to the disposal and management of fly ash by TPPs originally arose in **Ashwani Kumar Dubey Vs. Union of India & Ors.**, Original Applications No. 164 of 2018, 194 of 2020, 94 of 2020, 148 of 2020, 107 of 2020; 117 of




 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

2014, 499 of 2014, and 102 of 2014. The issues in the said applications related to the scientific management and utilization of fly ash by certain TPPs located in Madhya Pradesh and Uttar Pradesh. Apart from the said general issue, there was also the issue of breach of Rihand Reservoir, located in Madhya Pradesh, on two occasions in 2019, and breach of fly ash pond in Sasan Ultra Mega Power Plant, Singrauli, Madhya Pradesh, in 2020 leading to deaths of 6 persons and injuries to others.

22. In the common order of this Hon'ble Tribunal in ***Ashwani Kumar Dubey vs. Union of India & Othrs. case*** dated 18.01.2022, this Hon'ble Tribunal accepted the recommendations of the Oversight Committees appointed for looking into the fly ash management and disposal of these TPPs. While the directions with respect to disposal of fly ash through sale were issued specific to the States of Madhya Pradesh and Uttar Pradesh, in light of the facts and circumstances prevailing therein and noticed by the Hon'ble Tribunal, this Hon'ble Tribunal separately raised general concerns relating to timely installation of air pollution control and monitoring devices, timely utilization and disposal of fly ash, scientific designing of fly ash dykes, and restoration of damaged/ degraded areas.
23. Further, this Hon'ble Tribunal directed that the MoP's direction to TPPs dated 22.09.2021, directing that fly ash be sold through a transparent bidding process, will not be enforced as it was against the spirit of the 2021



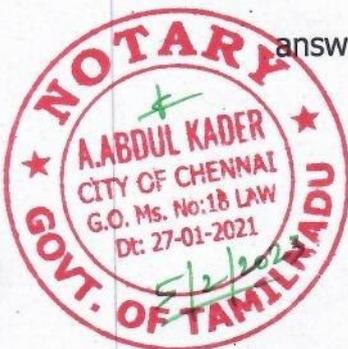

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

Notification of the MoE & F, and was obstructing the disposal of legacy fly ash as in the absence of buyers, TPPs were accumulating fly ash.

24. In this context, it is pertinent to note that:

- i. In passing the order dated 18.01.2022, this Hon'ble Tribunal considered the recommendations of the Oversight Committees, which were specific to TPPs located in Madhya Pradesh and Uttar Pradesh, the Committees having examined the situations prevailing therein (para 15);
- ii. Violations of environmental norms by TPPs was also found pursuant to examination of TPPs located in the aforesaid states and not in the context of the State of Tamil Nadu. It is pertinent that none of the answering Respondents were parties to the said proceedings;
- iii. The Fly Ash Management and Utilisation Mission comprised Chief Secretaries of UP and MP only, in addition to secretaries of MoEF and MoP (para 21(i)) and did not consist of any representatives from the State of Tamil Nadu (as the said proceedings did not concern the State of Tamil Nadu); and
- iv. The fly ash had no buyers in the said States. No findings on sale being detrimental to the utilization of fly ash in other states including Tamil Nadu, were made.

25. It is submitted that in terms of the generic directions passed by this Hon'ble Tribunal in ***Ashwini Kumar Dubey Vs. Union of India & Others***, the answering Respondents have installed several safety mechanisms for the




 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

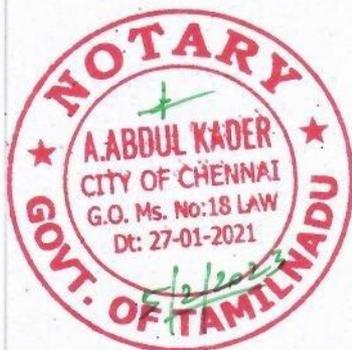
handling and storage of fly ash, and have taken numerous precautions to prevent accidents. Illustratively, the Respondents No. 6, 10 to 13 have taken the following steps to address concerns which were raised by this Hon'ble Tribunal in its order relating to TPPs located in UP and MP:

I Installation of Pollution Control Devices

- a) At the top of silo (ash collection vessel), bag filter arrangement has been provided in the vent to avoid the dispersal of minute particulate matter in the air to control air pollution.
- b) Sprinkling water in and around weigh bridge and loading areas to avoid spread of ash particles.
- c) Only specified fly ash carrying vehicles – closed bulkers and tippers are being used for ash transportation to avoid pollution.
- d) Transport of wet ash is being done in vehicles covered with tarpaulins or covered vehicles.

II Scientific Designing of Fly Ash Dykes

- e) Ash dykes have been located in areas far from habitation/ residential/ water bodies and designed in such a way that they do not pollute land and water. Also, the embankment of ash dykes is strengthened and raised whenever necessity arises.




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

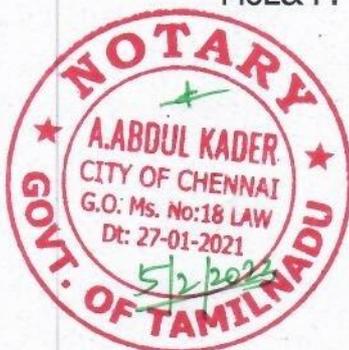
III **Prevention of Degradation of Surrounding Areas**

- f) The ash water slurry is pumped into the ash dyke primary pond and the water is allowed to percolate into a secondary pond. The dumped ash is prevented from spreading into other areas by providing embankments for the dyke.

IV **Regular relaying of Information to Relevant Authorities**

- g) Half-yearly and annual reports on fly ash generation and utilization are regularly sent to the Central Electricity Authority, New Delhi apart from weekly reports to CEA and monthly reports to the Tamil Nadu Pollution Control Board for onward transmission to the Central Pollution Control Board.

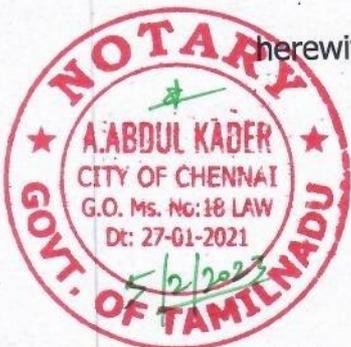
26. It is further submitted that when the directions in **Ashwini Kumar Dubey vs. Union of India & Ors.,** were issued by this Hon'ble Tribunal on 18.01.2022, the MoP directions of 16.09.2021 were in vogue. The answering Respondents have undertaken sale of fly ash by way of competitive bidding prior to the order dated 18.01.2022 based on the hitherto followed method of transparent bidding since 2013, as per the stipulations made in 2009 Notifications wherein TPPs were permitted to sell fly ash. It is submitted that the present Respondent TPPs have been able to maximize disposal of fly ash and are on track for meeting the disposal targets of the Notification of the MoE& F.




 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

D. 22.02.2022 MoP DIRECTIONS & SUBSEQUENT EVENTS

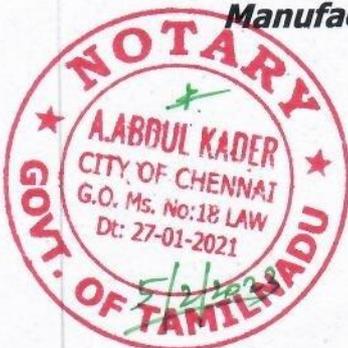
27. Subsequent to the above order, the MoP in its letter dated 22.02.2022 directed TPPs ("**22.02.2022 MoP directions**") to provide ash to prospective user agencies, in cases where sale is contemplated by the 31.12.2021 Notification, through a transparent bidding process for sale and transport of fly ash in the first instance. In case fly ash remains unutilized despite such bidding, then fly ash may be given free of cost on first come first serve basis, if the user agency agreed to bear the transportation cost. If still un-utilized, then TPPs must bear the cost of fly ash and its transportation to eligible user agencies.
28. In accordance with the above direction of the MoP dated 22.02.2022, in June 2022, the Respondents No. 6 and 10 to 13, collectively entered into 46 separate long-term agreements in June 2022 for the disposal of an aggregate quantum of 49,60,000 MT of dry fly ash per annum, primarily to cement manufacturers, Aerated Cement Concrete block companies, Ready Mix Concrete Plants and others. These agreements are for a period of 3 years (extendable for further 2 years), and were entered into pursuant to tendering process. Details of the contract agreements issued for each TPP are given in **Annexure -F**.
- Illustratively, copy of one long-term award letter for the sale of fly ash between Respondent No.12 and M/s. India Cements Limited is annexed herewith for representative purpose as **Annexure -G**.




 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 64, Anna Salai, Chennai-600 002

29. The said agreements contemplate collection of dry fly ash every day on as available basis. Moreover, the agreements specifically mandate that the contractor/ user shall take all possible measures to avoid pollution and that while transporting, no spillage of fly ash would be permitted to avoid air pollution. If the contractor/ user is found deficient, the TPP has the right to cease supply forthwith. Therefore, the above agreements for the disposal of fly ash are achieving high utilization and have effective safeguards for prevention of further pollution caused by fly ash.
30. Similarly, for the disposal of wet ash/ pond ash from the dykes of Respondents No. 6 and 10 to 13 TPPs, work / agreements have been awarded / entered into pursuant to a transparent bidding process. Further, as set out below, disposal of legacy ash is being undertaken without charge in some instances, where there is no demand.
31. During the 7 months succeeding the commencement of the new tenders, percentage utilization of fly ash (cumulatively for dry ash and wet/ pond ash) has improved considerably for each of the present Respondent TPPs.
32. Subsequent to the execution of the above agreements between the Respondents No. 6 and 10 to 13 and the several user agencies, this Hon'ble Tribunal by its order dated 25.08.2022 in **Amravati Fly Ash Bricks**

Manufacturers Association v. Union of India, OA No. 327 of 2022,




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

passed an interim direction that the MoP notification dated 22.02.2022 shall not be enforced.

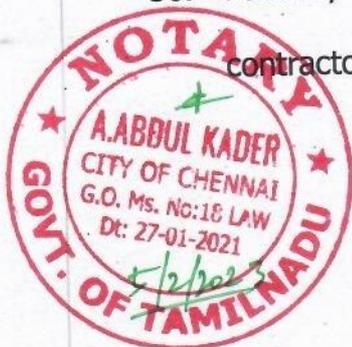
33. This notification was communicated to the said Respondents, and all other TPPs in the country, by the MoP *vide* its communication dated 06.12.2022. It is submitted that in compliance with the MoP's 06.12.2022 letter, the Respondents No. 6 and 10 to 13 have not since conducted any bidding for the sale of dry fly ash for such purpose. A copy of the MoP's letter dated 06.12.2022 is annexed herewith as **Annexure - H**.
34. However, it is submitted that the agreements already executed between the Respondents No. 6 and 10 to 13 and user agencies are continuing and are achieving maximum disposal of fly ash.

SALE OF FLY ASH BY TPPS THROUGH COMPETITIVE BIDDING IS EFFECTIVE AND EFFICIENT

Effective Disposal of Fly Ash

35. As detailed above, the 46 long term agreements for the disposal of dry fly ash executed by the said Respondents are achieving maximum disposal of dry fly ash. All dry fly ash being produced by the said Respondent TPPs daily is being utilized by about 80-100% utilized, and is not accumulating in the TPPs.
36. Further, the agreements have necessary safeguards which obligate the user/

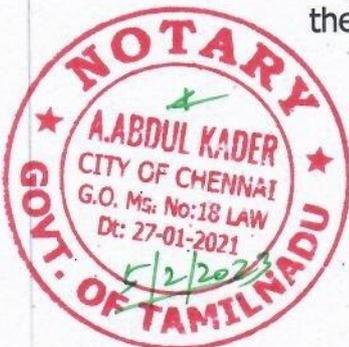
contractor to strictly prevent any spillage of fly ash during transportation to




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

avoid pollution. Whereas, if the fly ash were available without charge, the likelihood of misuse and dumping would be greater as has been the past experience.

37. It is submitted that the Respondents No. 6, 10 to 13 TPPs are on their way to meeting their obligations for utilization disposal of ash under the 31.12.2021 MoE & F notification, which require it to achieve 100% ash utilization.
38. On the issue of legacy ash, it is submitted that the present Respondent TPPs have adopted all means for the disposal of legacy ash, and are thereby actively avoiding dumping of un-lifted ash into the ash dyke/ pond in the form of slurry. Further, specifically for the disposal of legacy ash:
- Respondents 10 & 11 have been disposing wet ash through tender process periodically. Respondent Nos. 10 and 11 have also notified e-auction on 29.11.2022 to dispose of 24 LMT of wet ash. The process is underway and contract is yet to be issued.
 - In respect of Respondents 12 & 13, tenders have been finalized for sale 10 LMT of wet ash on 27.04.2022 and the lifting is in progress.
 - As far as Respondent No. 6 is concerned, due to usage of saline water for pumping un-lifted ash, it has high chloride content and there are very few consumers for this legacy ash. A tender called for

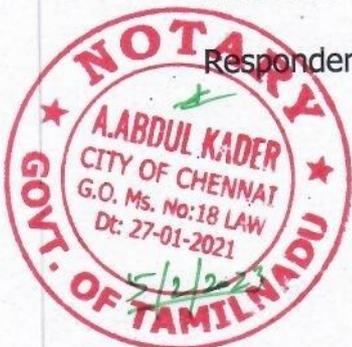



Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

by Respondent 6 was awarded to one bidder, but, citing high chloride content the bidder has not come forward to operate the tender. However, wide publicity has been given through public notice in newspapers, that pond ash will be issued free of cost to all the interested agencies. At present, 5.13 lakh MT of legacy ash has been allotted to user agencies this year. Illustratively, one such allotment letter is annexed as **Annexure – J**.

- d) Additionally, action is being taken to promote legacy ash utilization for other Government projects also. Instructions issued to Chief Engineers based on deliberations at a meeting chaired by the CMD, TANGEDCO on 15.11.2022 is annexed as **Annexure – K**.
- e) The Respondent TPPs have also been taking measures to prevent pollution, install and maintain pollution control equipment in their plants, ash silos etc., in terms of the requirements under the notifications issued by MoE & F and the directions of this Hon'ble Tribunal. Illustratively, one such recent contract awarded is annexed as **Annexure - L**.

39. As is apparent from the above, it is submitted that by adopting transparent e-bidding, the Respondents No. 6, 10 to 13 are achieving maximum utilisation of ash. Tenders through competitive bidding in all present Respondent TPPs have shown appreciable result in disposal of ash and in

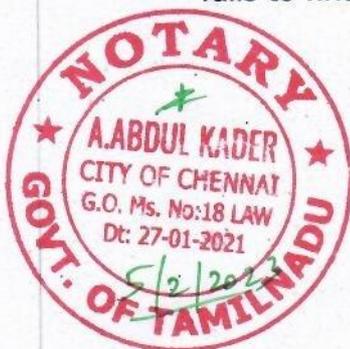


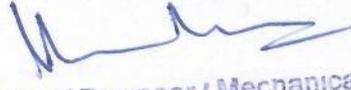

 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

future too, competitive bidding in respect of disposal of fly ash and wet ash will enable participation of real time end users and hence the scope for non-genuine usage of fly ash can be minimized. Since the commencement of sale of fly ash through transparent bidding process, the Respondent TPPs have been achieving higher utilisation of fly ash. Additionally, the benefit of revenue earned through sale of fly ash can be passed on to the electricity consumers during tariff fixation.

Option of Sale – not an impediment to disposal

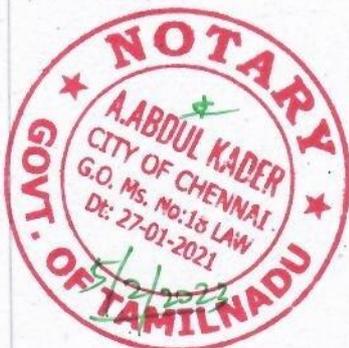
40. The 22.02.2022 MoP directions only prescribe sale of fly ash through competitive bidding in cases where sale is permissible under the 2021 MoE&F notification. It is only in events where ash can be sold to user agencies that the 22.02.2022 MoP directions apply.
41. It is significant that the said Respondents TPPs are not disposing of all ash through sale. In the event that there is no demand for ash, the said TPPs are not accumulating the ash in the plants, and instead providing it to end users free of cost. For example, as mentioned above, the Respondent No. 6 TPP is providing wet ash free of cost due to low demand amongst the end users. Therefore, the fact that the Respondents No. 6, 10 to 13 are selling fly ash through a transparent bidding process, does not mean that in the event it fails to find bidders, it is not disposing of the fly ash from the TPPs.




 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

Effective application of the Polluter Pays principle

42. The 2021 MoEF notification was introduced with the aim of implementing the previous MoEF notifications by application of the polluter pays principle.
43. As elaborated above, the previous MoE & F fly ash notifications, from 1999 onwards, recognised the need to use to fly ash in brick and block manufacturing and other construction activities not only to reduce dumping of ash, but to conserve topsoil by preventing its excavation for the purposes of manufacturing clay brick, blocks, and tiles. Therefore, these notifications have consistently recognised that these said industries are also polluters.
44. In addition to using valuable top soil, manufacturers of clay bricks and blocks also use significant amounts of fossil fuel required for sintering and setting of green clay bricks, leading to carbon emissions. However, the manufacturing process of bricks and blocks using fly ash does not involve sintering of green bricks hence abate fossil fuel consumption. The raw materials, primarily including fly-ash, lime and gypsum, stone dust, and additives as catalysts for hydration, are mixed as a homogeneous mixture in the pan and mixture conveyed via conveyer to moulding machines where the homogeneous mortar is moulded into brick/blocks which are compacted under vibro press or hydraulic compression. Thus, use of fossil fuels is nearly eliminated.




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

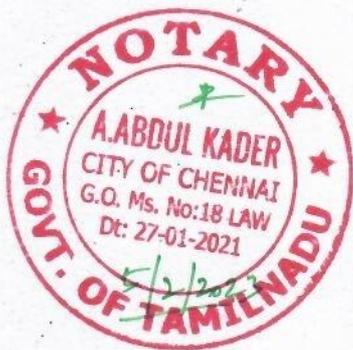
45. Therefore, user agencies of fly ash are also polluters. In such a scenario, brick and block manufacturers cannot claim that they be supplied fly ash free of cost, which is effectively the prayer in the present Application.
46. These manufacturers run commercial ventures; they sell fly ash bricks to third parties – in fact, as can be noted from the successive MoEF notifications, construction agencies are bound to purchase fly ash bricks in preference to clay bricks. Further, as pointed out by the Applicant association, Government projects routinely mandate use of fly ash based construction material (Annexure A8). The ash-brick and block manufacturers have already enjoyed the benefit of free allotment of fly ash by the Respondent TPPs for several years.
47. Thus, despite being a polluter, brick and block manufacturers such as the Applicant, have been enjoying benefits of government encouragement to users to utilize products of such manufacturers. As is evident from the present Application, the Applicant association is essentially seeking raw material for its commercial venture, free of cost and seeking to perpetuate the benefit enjoyed by it, until a market was created for such fly ash. Such conduct is in the teeth of the polluter pays principle, the implementation of which is the objective of the 2021 MoE & F Notification.
48. As highlighted by the MoP in the directions dated 21.09.2021 and 22.02.2022, fly ash has attained the status of "commodity" at present, owing




Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

to its chemical properties which enables it to partially replace limestone and other components required in cement and brick/ block manufacturing. This has resulted in a huge demand for dry fly ash. Transparent bidding has enabled proper and maximum utilisation of fly ash generated by TPPs. Not only would such maximal utilisation of fly ash be jeopardised if the TPPs are prevented from selling it, consumers of electricity will also be adversely affected as the cost of electricity charged from them will have to be increased if the revenue to TPPs through sale of ash is curtailed.

49. As it evident from the above, the Respondents No. 6, 10 to 13 TPPs are actively complying with the 2021 MoE & F notification and the previous orders of this Hon'ble Tribunal relating to the issues surrounding fly ash. Considering the present Respondent TPPs active compliance, and in view of the above submissions, it is prayed that the present Application merits no consideration of the Hon'ble Tribunal and deserves to be dismissed.



DEPONENT
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

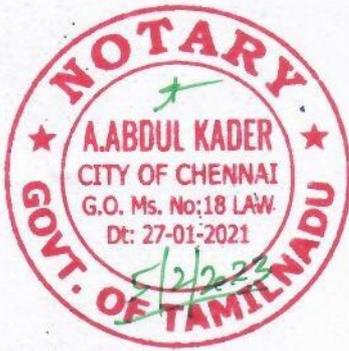
VERIFICATION

I, the deponent above named do hereby verify and state that the contents of the affidavit are true and correct to my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.

Verified at Chennai on this 05th day of February 2023.

**DEPONENT**

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002



Before me


5/2/2023
**A. ABDUL KADER, B.A.,B.L.,
ADVOCATE & NOTARY
39/20, MUTHU NAICKEN STREET,
2nd FLOOR, MASKHAN CHAVADI,
CHENNAI-600 001.
Cell: 9840206687**

435 - A

Details of Total dry ash Generation and disposal from five (MTPS-I & II, NCTPS-I & II & TTPS) Thermal Power Stations of TANGEDCO from the period of 2015-16 to 2022-23

Financial year	Total Dry Ash Generated (MT)	Disposal (MT)			Disposal Percentage (%)		
		Sale	SSI	Total	Sale	SSI	Total
2013-14	3484823	2388717	653494	3042211	68.55	18.75	87.30
2014-15	3938644	2461580	566927	3028507	62.50	14.39	76.89
2015-16	4563971	1706715	830807	2537522	37.40	18.20	55.60
2016-17	4026923	1771094	662001	2433095	43.98	16.44	60.42
2017-18	4373808	1925964	585304	2511268	44.03	13.38	57.42
2018-19	4183982	2476453	662428	3138881	59.19	15.83	75.02
2019-20	3457389	2474474	536304	3010778	71.57	15.51	87.08
2020-21	3279568	2155163	441643	2596806	65.71	13.47	79.18
2021-22	4619055	2268265	539819	2808084	49.11	11.69	60.79
2022-23 (upto Dec'2022)	3958638	2493529	129294	2622823	62.99	3.27	66.26

- True copy -


 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

Annexure - B									
Details of Wet Ash Generation and Disposal of MTPS-I & II, NCTPS-I & II & TTPS (From April 2014 to December 2022)									
STATION	MTPS I & II			NCTPS I & II			TTPS		
FINANCIAL YEAR	Wet / Pond ash Generation	Wet / Pond ash Disposal	% Disposal	Wet / Pond ash Generation	Wet / Pond ash Disposal	% Disposal	Wet / Pond ash Generation	Wet / Pond ash Disposal	% Disposal
2014-15	373341	993472	266.10	416719	384017	92.15	468605	24892	5.31
2015-16	397802	1247139	313.51	390530	1210736	310.02	479523	52387	10.92
2016-17	412728	729852	176.84	352998	596076	168.86	456801	41177	9.01
2017-18	318409	40210	12.63	462177	166872	36.11	465350	19132	4.11
2018-19	328677	358935	109.21	411829	352966	85.71	326683	48.56	0.01
2019-20	256529	372209	145.09	333316	658834	197.66	306833	16695.92	5.44
2020-21	258623	706051	273.00	367968	2381905	647.31	291388	4849	1.66
2021-22	404219	614192	151.95	412594	1608894	389.95	876629	4204	0.48
2022-23 (upto December 2022)	340102	697497	205.08	236589	516611	218.36	731752	24785	3.39

MTPS-I & MTPS II

LEGACY ASH STOCK AS ON 01.04.2014
LEGACY ASH STOCK AS ON 31.12.2022186.85 LMT
160.16 LMT

NCTPS- I & NCTPS-II

LEGACY ASH STOCK AS ON 01.04.2014
LEGACY ASH STOCK AS ON 31.12.202284.74 LMT
39.82 LMT

TTPS

LEGACY ASH STOCK AS ON 01.04.2014
LEGACY ASH STOCK AS ON 31.01.2022387.04 LMT
429.19 LMT True copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

:: TAMILNADU ELECTRICITY BOARD ::
(ABSTRACT)

①

FLY ASH MANAGEMENT - ALLOTMENT OF 25% DRY FLY ASH FROM UNIT-I AND 25% FROM UNIT-II OF METTUR THERMAL POWER STATION TO M/S.THE INDIA CEMENTS LTD., - BY PARTING THE ALLOCATION ALREADY MADE TO M/S.GRASIM INDUSTRIES LTD., FROM UNIT-I AND M/S.ASSOCIATED CEMENT COMPANIES LTD., FROM UNIT-II - APPROVAL - ACCORDED.

Per.B.P.(CH) No. 261 (Technical Branch)

Dated 28.06.2006.

Aani 14, Viya,
Thiruvalluvar Aandu - 2037

READ :

Chief Engineer/Civil Designs/Chennai - 2, note dated 12.06.2006.

PROCEEDINGS:

Approval is hereby accorded for the following:

1. For allotting 25% dry fly ash from Unit - I and 25% of dry fly ash from Unit - II of MTPS to M/s. The India Cements Ltd.,
2. For revising the allotment of fly ash to M/s.Grasim Industries Ltd., by reducing from 80% share to 40% share in Unit - I of MTPS.
3. For revising the allotment of fly ash to M/s.Associated Cement Companies Ltd., by reducing from 80% share to 40% share in Unit - II of MTPS.
4. For forming a Committee under the Chairmanship of Chief Engineer/MTPS with three members from TNEB (Chief Engineer/Civil Designs, Chief Engineer/MTPS, Superintending Engineer/Mechanical/MTPS) and each one member from M/s. Grasim Industries Ltd., M/s. Associated Cement Companies Ltd., and M/s.The India Cements Ltd., to finalise the operational / maintenance cost to be borne by M/s.The India Cements Ltd., for their allotted share of fly ash and reimbursing the same to M/s. Grasim Industries Ltd., and M/s. Associated Cement Companies Ltd.,

(BY ORDER OF THE CHAIRMAN)

K.GOPAL
CHIEF ENGINEER/CIVIL DESIGNS.

To

The Chief Engineer/Civil Designs/Chennai - 600 002.

The Chief Engineer/Mettur Thermal Power Station/Mettur Dam - 636 406.

True Copy -
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

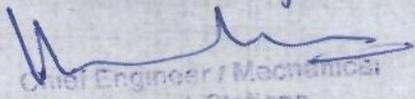
Copy to : The Chief Financial Controller/TNEB/Chennai-2.
The Superintending Engineer/ Mech /MTPS.
The Internal Audit Officer/TNEB/Chennai - 2.
B.P. Section/Administrative Branch/Chennai-2 (2 Copies)
APO/Tamil Development/Chennai -2 (2 Copies)

// FORWARDED BY ORDER //

Blame
28/6/2006

(B. RAJA MANOHAR)
EXECUTIVE ENGINEER /CIVIL/DIV-III
O/o . SE/CD/TNEB/CHENNAI-2.

True Copy


Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
111 Floor / W. Wing,
44, Anna Salai, Chennai-600 002



तमिलनाडु TAMILNADU

616)

3150006

I C L

576527

P.N. SRINIVAS
Stamp Vendor
L.No. D2/26393/7
33rd Division
CHENNAI-009 007. (TAMIL NADU)

MEMORANDUM OF UNDERSTANDING BETWEEN TAMIL NADU ELECTRICITY BOARD AND M/S. THE INDIA CEMENTS LIMITED, CHENNAI FOR THE ALLOTMENT OF 25% SHARE OF DRY FLY ASH IN UNIT I AND 25% SHARE IN UNIT II OF METTUR THERMAL POWER STATION.

1. An exclusive allotment of 25% share in Unit No. I and 25% share in Unit II at Mettur Thermal Power Station is issued to M/s. The India Cements Limited.
2. The cement company has to pay the service charges for fly ash at the rate charged by the Board from time to time (present rate is Rs. 60/- per tonne).
3. The cement company should pay security deposit of Rupees FIVE LAKHS. Any damage or loss to the Board's property should be made good by the Company. The cement company has to pay in advance one month's proceeds on fly ash that would be issued to them and recoup the same in subsequent months.

For THE INDIA CEMENTS LIMITED

P. Subramanian
PL. SUBRAMANIAN

President (Technical & Manufacturing)

[Signature]
Chief Engineer (Civil Designs)
Tamil Nadu Electricity Board,
600, Anna Salai, Chennai-009 002.

True Copy
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,

28.10.2007



तमिलनाडु TAMILNADU

576526

6166

3150000

ICL

3

P.N. SRINIVASAN
Stamp Vendor
L.No. D2/26393/75
33rd Division
CHENNAI-000 DUF. (TAMIL NADU)



4. Performance of the cement company in collection of 25% fly ash from Unit - I (The India Cements Ltd.,'s share) and 25% fly ash from Unit II (The India Cements Ltd.,'s share) will be reviewed for a period of one year and penalty deemed fit shall be imposed for the short collection of fly ash due to the fault of cement company after one year of the review period. TNEB will have the rights to allot the dry ash at its discretion to other end users under intimation to M/s. The India Cements Limited, if M/s. The India Cements Limited failed to lift their assigned share of 25% in Unit I and 25% in Unit II even after warnings and intimation.
5. 25% fly ash generated should be collected by the company from the allotted units. The Cement Company has to pay 25% of the charges towards water and current consumption since they are allotted only 25% collection in Unit I and II. This will come into effect from the date of first lifting of the fly ash from the Units I and II.

Tone Gm
[Signature]
Chief Engineer / Mechanical
Thermal Stations, For THE INDIA CEMENTS LIMITED
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002
PL. SUBRAMANIAN
President (Technical & Manufacturing)

[Signature]
Chief Engineer (Civil Designs)
Tamil Nadu Electricity Board,
600, Anna Salai, Chennai-600 002



तमिलनाडु TAMILNADU

6168

31/5/2006

ICL

सय

57652

P.N. SRINIVASAN
Stamp Vendor
L.No. D2/26393/78
33rd Division
CHENNAI-600 007. (TAMIL NADU)

6. In case the company is not able to lift fly ash, the company should give 21 days advance notice to enable Chief Engineer/MTPS to allot it to others. Two spells of 15 days each in a year will be permitted on this account.
7. The company should arrange for collection and transport of the fly ash in closed tankers of same vehicle to avoid repeated weighment. Random weighment will be made by TNEB for further billing.
8. Dry fly ash choke collected in the ESP hoppers and chutes have to be cleared then and there.
9. When there is any problem in the dry system, it has to be changed to wet system.
10. The dry fly ash released during chock releasing in the lines has to be cleared immediately.

True Copy

Chief Engineer / Mechanical
Thermal Stations
Tamil Nadu Generation &
Distribution Corporation
III Floor / W. Wing
4, Anna Salai, Chennai-600 007

THE INDIA CEMENTS LIMITED

P. Subramanian

P. SUBRAMANIAN

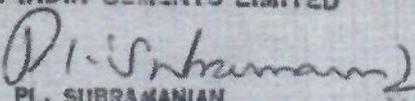
President (Technical & Manufacturing)

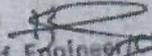
Chief Engineer / Civil Designs

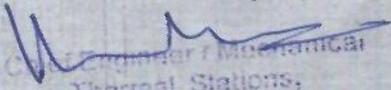
Control (PLC) in the control room. Maintenance/repairs of the system installed will be at company cost and responsibility as per their allotted share in Unit I and II. The area utilized by the company should be properly maintained day to day in neat and tidy condition. Otherwise TNEB will clean the same by engaging private agency and the cost will be recovered from M/s. The India Cements Ltd.,

12. As per Pollution Control Board's norms, pollution free atmosphere at site should be maintained by the cement company. Accumulation of ash in Silo area may be cleared then and there without polluting the area. Any penalty levied by the Pollution Control Board authorities is to be borne by the cement company.
13. Permission will be given for collecting of fly ash round the clock.
14. In the event of overhauling/shutdown of any of the unit allotted in Mettur Thermal Power Station, the allottee companies should mutually accept to spare fly ash to the company to which the unit allotted is under overhauling/shutdown in consultation with TNEB.
15. Company/their contractor should take group insurance policy for the workmen intended for this work under Workmen Compensation Act. This shall be verified by M/s.The India Cements Ltd.,
16. All safety guidelines should be strictly followed in collection, transportation, operation and maintenance of the systems of fly ash collection.
17. Validity of the Memorandum of Understanding is limited to 9 years (Nine years) or upto date of validity of the already Unit allotted companies whichever is earlier, after which TNEB shall have the discretion to award the disposal of fly ash afresh.
18. M/s The India Cements Ltd., should not assign/ sublet the system to others without the permission of the Board and the allottee company shall not sell the evacuated quantity to any outside agency.
19. M/s. The India Cements Limited have to reimburse the operational/maintenance charges incurred by M/s. Grasim Industries Limited for Unit No. I and to M/s. ACC Limited for Unit II. The cost shall be finalized by TNEB in co-ordination with members from M/s. Grasim Industries Limited, M/s. ACC Limited and M/s.The India Cements Limited .

FOR THE INDIA CEMENTS LIMITED


 PL. SUBRAMANIAN
 President (Technical & Manufacturing)


 Chief Engineer (Civil Designs)
 Tamil Nadu Electricity Board,
 800, Anna Salai, Chennai-600 002

True Copy

 Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 41, Anna Salai, Chennai-600 002

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.02.2017

CORAM:

THE HONOURABLE MR. JUSTICE D.KRISHNAKUMAR

W.P.No.3473 of 2013

and

M.P.No.2 of 2013

M/s.Ultratech Cement Limited,
rep.by its Vice President(Finance & Commercial
B-7, Gemini Parsn Manere 'B' Wing,
5th Floor, New No.442, Old No.602,
Anna Salai, Chennai - 600 006.

.. Petitioner

vs.

- 1.Union of India,
rep.by its Deputy Director,
Ministry of Environment & Forests,
146, Paryawaran Bhavan, Lodhi Road,
New Delhi - 110 003.
- 2.The State of Tamil Nadu,
rep.by its Chief Secretary,
Secretariat, Fort St.George,
Chennai - 600 009.
- 3.The Tamil Nadu Generation & Distribution
Corporation Limited, rep.by its,
Chief Engineer (Civil) Designs,
3rd Floor, NPKKR Maligai,
144, Anna Salai,
Chennai - 600 002.
- 4.The Tamil Nadu Pollution Control Board,
rep.by its Chairman,
76, Anna Salai, Guindy,
Chennai - 600 032.

.. Respondents

- True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
111 Floor / W. Wing,
44, Anna Salai, Chennai-600 002

Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorari calling for the records of the third respondent in Tender Specification Number CE/CD/SE/CD&HP/12/ 2012-13 for 'Lifting and Disposal of Dry Fly Ash 1200MT/day from Stage III of Mettur Thermal Power Station and quash the same as arbitrary and illegal.

For petitioner : Mr.Rahul Balaji

For 1st respondent : M/s.G.Hema, CGSC

For 2nd respondent : Mr.S.Navaneethan,
Additional Government Pleader

For 3rd respondent : Mr. C.Mani Shankar,
Additional Advocate General
assisted by Mr.S.K.Rameshuwar
Standing Counsel for TNEB

For 4th respondent : No appearance

ORDER

The parties concerned are hereby agreed that the tenure of contract stipulated in the impugned tender notification has been expired and that contracts were not executed pursuant to the tender notification. Therefore, nothing survives to adjudicate in the present Writ Petition. Hence, the Writ Petition is dismissed as infructuous. However, liberty is granted to the Tamil Nadu Generation & Distribution Corporation Limited/the third respondent herein, to issue fresh notification calling for the tenders. No costs. Connected Miscellaneous Petition is closed.

-s/d-

Assistant Registrar (CSII)

True Copy

Sub-Assistant Registrar

asvm

True Copy

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anne Salai, Chennai-600 002

To

1. The Deputy Director,
Ministry of Environment & Forests,
Government of India,
146, Paryawaran Bhavan, Lodhi Road,
New Delhi - 110 003.
2. The Chief Secretary,
Government of Tamil Nadu,
Secretariat, Fort St. George,
Chennai - 600 009.
3. The Chief Engineer (Civil) Designs,
The Tamil Nadu Generation &
Distribution Corporation Limited,
3rd Floor, NPKKR Maligai,
144, Anna Salai,
Chennai - 600 002.
4. The Chairman,
The Tamil Nadu Pollution Control Board,
76, Anna Salai, Guindy,
Chennai - 600 032.

+1 cc to Mr. Satish Parasaran Advocate sr 12349
+1 cc to Mr. S.K. Rameshuwar Advocate sr 12548
+1 cc to Government Pleader sr 12610

W.P.No.3473 of 2013
and
M.P.No.2 of 2013

vgl (co)
aa21/04/2017

- True Copy -


Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002.

**DISPOSAL OF DRY FLY ASH AWARDED THROUGH BOOK BUILDING
METHOD E-AUCTION FOR THE PERIOD FROM 11/2018 TO 10/2020 AND
EXTENDED UP TO 06/2022.**

Sl. No	Name of Thermal Station	No. of contractors	Discovered/Awarded price in Rs. Per MT	Qty. issued per annum
1.	Mettur Thermal Power Station -I	13 Nos.	Rs.685/-	6,85,000 MT
2.	Mettur Thermal Power Station -II	13 Nos.	Rs.685/-	5,00,000 MT
3.	North Chennai Thermal Power Station -I	14Nos.	Rs.70/-	6,00,000 MT
4.	North Chennai Thermal Power Station -II	19 Nos.	Rs.70/-	6,00,000 MT
5.	Tuticorin Thermal Power Station	7 Nos.	Rs.550/-	7,50,000 MT
6.	North Chennai Thermal Power Station - II (LOT-2)	17 Nos.	Rs.70/-	4,00,000 MT
	Total Dry fly ash issued per annum	83 Nos.		35,35,000 MT

**TOTAL DRY FLY ASH ISSUED
THROUGH BOOK BUILDING METHOD
FOR THE PERIOD OF 2 YEARS**

70,70,000 MT

- True copy -


Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

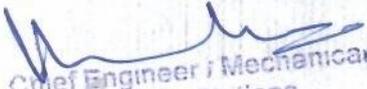
447

ANNEXURE - F

DISPOSAL OF DRY FLY ASH AWARDED THROUGH E-AUCTION FOR THE PERIOD THROUGH FORWARD BIDDING METHOD FROM 06/2022 TO UP COMING 3 YEARS (EXTENDABLE UP TO 5 YEARS).

Sl. No.	Name of Thermal Station	No. of contractors	Discovered/ Awarded price in Rs. Per MT	Qty. issued per annum
1.	Mettur Thermal Power Station -I Additional Qty.	• 7 Nos.	1 st year-Rs.840/- 2 nd year-Rs.882/- 3 rd year-Rs.927/- -do-	7,00,000 MT 3,00,000 MT
2.	Mettur Thermal Power Station -II Additional Qty.	• 6 Nos.	1 st year-Rs.870/- 2 nd year-Rs.914/- 3 rd year-Rs.960/- -do-	4,00,000 MT 2,80,000 MT
3.	North Chennai Thermal Power Station -I Additional Qty.	• 12 Nos.	1 st year-Rs.195/- 2 nd year-Rs.205/- 3 rd year-Rs.215/- -do-	5,00,000 MT 1,00,000 MT
4.	North Chennai Thermal Power Station -II Additional Qty.	• 16 Nos.	1 st year-Rs.185/- 2 nd year-Rs.195/- 3 rd year-Rs.205/- -do-	10,00,000 MT 6,00,000 MT
5.	Tuticorin Thermal Power Station Additional Qty.	• 5 Nos.	1 st year-Rs.631/- 2 nd year-Rs.663/- 3 rd year-Rs.697/- -do-	8,00,000 MT 2,80,000 MT
	Total Dry fly ash issued per annum	46 Nos.		49,60,000 MT

- True copy -


 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

ANNEXURE G

Annexure (G)

44

1

ORIGINAL / DUPLICATE

:: TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED ::

From

Er. K. KANIKANNAN, M.E.,
Chief Engineer/Mechanical Thermal
Stations & Gas Turbine Schemes,
3rd Floor, Western wing,
N.P.K.R.R. Maaligai,
144, Anna salai,
Chennai-2.
To

M/s.India cements Ltd.,
Coromandel Towers,
93, Santhome High Road,
Karpagam Avenue,
R.A.Puram, Chennai - 600 028

Letter of Award No.CE/MTS>S/SE/CD/EE-2/AEE-3/FAM/F. Spec. No.03/2021-22/
D.208/2022, dt.21.06.2022

Dear Sirs,

Sub: TANGEDCO – Fly Ash Management - Lifting and disposal of Dry Fly Ash for a period of 3 years (extendable up to 5 years) from North Chennai Thermal Power Station-I through e-tender cum auction portal of NIC by adopting "Forward Bidding Method" under Specn.No.SE/CD&HP of 03/2021-22 – Letter of Award – Issued - Reg.

Ref: i) Your tender for Technical bid dated 29.10.2021 and E-auction dt.02.02.2022
ii) Consent Letter of M/s.India Cements Ltd., Lr. dt.17.03.2022.

1. ACCEPTANCE:

I, acting for and on behalf of and by the order and direction of TANGEDCO accept your offer for the work of Lifting and disposal of dry fly ash from **North Chennai Thermal Power station-I** conforming to Specn.No.SE/CD&HP of **03/2021-22** to the extent of **59,016 MT/Annum** for a period of three years at a total contract value of **Rs. 3,63,53,856/- (Total Three Crore, sixty**

True Copy -
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 022

three lakhs, fifty three thousand, Eight hundred and fifty six only) excluding taxes and duties which has to be borne by you. This Letter of Award is issued without prejudice to the outcome of the W.P.Nos. 402, 404 and 1655 / 2022 pending on the files of Hon'ble High Court of Madras.

2. TERMS AND CONDITIONS OF SUPPLY:

The contract shall be performed by you strictly in accordance with the terms and conditions contained in General terms & conditions of Contract, E -tender Catalogue / document, definitions, its amendments, deletions & additions to the same, except amendments/modifications specifically brought in this award letter. All the deviations whether implicit or explicit, contained in your offer stand unconditionally withdrawn, without any cost implications to TANGEDCO.

3. a) CONTRACT PERIOD:

Duration of contract for sale of dry fly ash will be for a period of 3 (three) years from the date of letter of award (LOA), extendable for additional 2 years at the discretion of TANGEDCO.

b) PRICE:

i) The price of Fly ash is **Rs. 195/-** per MT (Rupees One hundred and Ninety five only) (exclusive of all taxes & duties) ex-works North Chennai Thermal Power Station -I during the first year of contract.

ii) PRICE ADJUSTMENT:

The awarded rate will be escalated every year by 5% from the date of letter of award and also for any part of extension. The awarded and escalated rates for three years are as below:

1 st year	=	Rs.195/- per MT (exclusive of all taxes & duties)
2 nd year	=	Rs.205/- per MT (exclusive of all taxes & duties)
3 rd year	=	Rs.216 /- per MT (exclusive of all taxes & duties)

- True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
Chennai - 600 030.

c) **TAXES, DUTIES LEVIES ETC.,**

The Contractor shall be liable and responsible for payment of all statutory levies in the form of taxes, octroi etc. on the issue of dry fly ash, such statutory liabilities, if any shall be paid by Contractor extra at actuals. Information regarding any change in registration status under any statutory tax laws/ any other law is to be furnished by the contractor/s to Tamil Nadu Generation & Distribution Corporation Limited, as and when changed.

d) **CONSIDERATION PAYABLE BY THE PARTY:**

Allocated quantity of Fly Ash per annum shall be divided into monthly quantity & amount payable based on this monthly quantity is to be deposited in advance (along with taxes and duties as applicable) in the form of RTGS/Demand Draft in favour of TANGEDCO payable at IOB/NCTPP/Ennore/Athipattu before 25th of every month for the quantity of Fly Ash to be lifted in next month. Advances shall be adjusted against actual delivery. All Bank charges shall be borne by contractor.

e) **SECURITY DEPOSIT:**

The contractor shall furnish Security Deposit for an amount equivalent to 5% of the total contract value for 3 years deducting the EMD amount paid in the form of crossed DD/ NEFT/ RTGS / Crossed DD in favour of TANGEDCO's collection account (or) by way of Bank Guarantee) from any nationalized / scheduled bank valid for the entire duration of contract for proper fulfillment of the contract within 15 days from the date of Letter of Award. No interest is payable to the contractor for the Security Deposit.

The Security Deposit shall be refunded only on completion of the contract to the satisfaction of TANGEDCO. If TANGEDCO incurs any loss or damage on account of non-fulfillment of any obligations under this contract, then such losses /

True copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
11, Anna Salai, Chennai - 600 002

damages incurred by TANGEDCO shall be deducted from the Security Deposit. The amount so deducted / adjusted shall not be refunded to the contractor.

- (i) If the whole or a part of the Security Deposit is adjusted / attached by the TANGEDCO for any default of Contractor in the due fulfillment of the contract during the contract period, then the contractor shall immediately arrange to replenish the amount of Security deposit so attached / adjusted for the continued operation of the contract, failing which the contract is liable for termination by TANGEDCO. The responsibility for replenishing the Security Deposit shall wholly rest with the contractor.
- (ii) Failure of the contractor to comply with the requirement of Submission of Security Deposit within the prescribed time shall constitute sufficient grounds for the annulment of the allotment order and forfeiture of the EMD. In that event no damages or compensations shall be payable to the contractor by TANGEDCO.
- (iii) Security Deposit shall be released after satisfactory completion of contract in all respects.

4. COMMENCEMENT OF FIRST OFFTAKE:

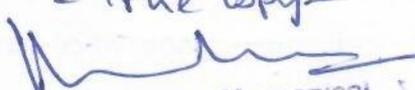
As per Clause 30 of Tender Specification, Commencement of first off take of fly ash by contractors should not exceed beyond 15 days (Including Holidays) from the date of receipt of Letter of Award.

5. PENALTY AND TERMINATION OF CONTRACT:

Penalty and Termination of Contract will be governed as per **clause No.33.0** of General Terms & Conditions of contract.

6. UNIFORM BID QUANTITY OVER THE ALLOCATION PERIOD:

The quoted annual requirement quantity shall be considered uniform per month. However, final decision on this is with TANGEDCO.

- True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

7. DELIVERY POINT:

- a) Fly ash shall be delivered from the discharge chute of designated ash Silos of North Chennai Thermal Power Station-I plant.
- b) Fly ash shall be considered to have been delivered as it passes into the contractor's vehicle at the loading point.

8. GOODS & SERVICE TAX (CGST /SGST /IGST)

- a) The applicable Goods & Service tax is extra to be paid by the contractor. If any extra is payable due to any change in law the GST is levied on the date of sale, the same will have to be paid extra by the contractor.
- b) If the contractor wishes to take the bought out materials outside the State they should pay IGST and produce evidence for payment of the tax before lifting the materials outside the state.

9. TCS

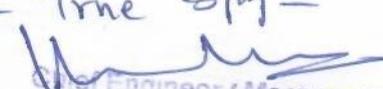
The Applicable TCS on sale of good is extra to be paid by the contractor. (as per the section 206C (1H) of Income Tax Act 1961) The suppliers of goods to TANGEDCO liable to collect TCS u/s.206C (1H) @ 0.1% (reduced to 0.075% upto 31.03.2021) along with their bills settlement. Similarly, TANGEDCO, TANGEDCO of Power / fly ash, will collect TCS 0.1% (reduced to 0.075%) from applicable HT & LT consumers / any companies. If PAN /Aadhar number of consumer or contractor is not available, higher rate of TCS @1% will be collected.

a) TCS Rates:

There are 2 TCS rates prescribed in section 206C (1H)

For consumer with valid PAN : 0.1%

No PAN / Wrong PAN :1%

True copy -

 Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

b) GST E-WAY BILL:

The Government of India has notified E way bill system for interstate/intrastate movement of goods. Hence it is informed that generation of e way bill and responsibility of the Contractor/Beneficiary / Contractor or their transporters.

10. RIGHTS OF THE TANGEDCO

As per Clause 10(e) of Tender Specification, TANGEDCO at its discretion reserves the right at the time of allotment or any time during the period of contract to increase/decrease or delete the quantity of fly ash from the originally specified/allotted quantity without assigning any reason.

11. SUSPENSION OF ISSUE OF DRY FLY ASH

As per Clause 54 OF Tender Specification,

- a) TANGEDCO reserves the right to suspend the issue of Dry fly ash and reinstate execution of the same in whole or part during any period of the contract.
- b) TANGEDCO shall not be responsible for any liabilities for suspension of issue of fly ash or issue of reduced quantity of fly Ash for any reason whatsoever.

12. DEDUCTIONS OF AMOUNT

Any amount which becomes due and payable to the Tamil Nadu Generation & Distribution Corporation Limited, from contractor shall be deducted from any amount or amounts becoming due payable to contractor under this or any other contract with Tamil Nadu Generation & Distribution Corporation Limited.

- True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
1st Floor / W. Wing,
44, Anna Salai, Chennai-600 002

13. POLLUTION CONTROL & TRANSPORTATION OF FLY ASH:

All possible measures would be taken by contractor to avoid pollution to the satisfaction of the plant officials. Similarly, while transporting, no spillage of Fly Ash would be permitted to avoid air pollution. If the process adopted by the contractor is found deficient, TANGEDCO reserves the right to stop the supply forthwith.

Conditions for evacuation of dry fly ash shall be governed **as per clause 26.0** of the tender specification

14. SAFETY:

The contractor would be responsible for the safety of their people for which the contractor should provide necessary safety arrangements to its workers.

The contractor shall be fully responsible for maintaining all the insurance covers as per law of land at his own cost.

15. DELIVERY SCHEDULE:

Delivery of fly ash is intended to be given on all days including National holidays or as per directions of Engineer-in-charge.

16. QUALITY AND QUANTITY OF FLY ASH:

North Chennai Thermal Power Station-I would deliver Dry fly ash from designated delivery point on "as available basis". Fly Ash shall be issued based on actual weighing. Weight so recorded shall be considered final. No dispute or complaint for quality or quantity will be entertained at a later stage.

- True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

17. AUTHORIZED PERSON:

A proper authorization in the format prescribed must be presented to Engineer-in-charge, if the contractor wants to depute an agent/transporter on their behalf.

Contractor and its transport agent would be entirely responsible towards MVI/RTO guidelines for overloading of Fly Ash. North Chennai Thermal Power Station-I / TANGEDCO in any case will not be held responsible for the same.

18. ENGINEER-IN-CHARGE:

Chief Engineer / North Chennai Thermal Power Station-I will be the Engineer-In- Charge for the contract.

19. BANK DETAILS (IN CASE OF RTGS) FOR PAYMENTS

For Payment of Monthly Proceeds at NCTPS-I

Name of Account Holder : SE/P&A/NCTPS - I
Name of Bank & Branch : Indian Overseas Bank, Ennore, Athipattu
9 digit MICR Code of Bank Branch : 600020115
Account Number & Type of Account : 660802000000100 Current Account

IFSC code of beneficiary Branch : IOBA0006608

20. INSURANCE:

You should satisfy the concerned field Superintending Engineer that an 'Accident Risk Insurance Policy' is taken covering all the employees and workers engaged by you before taking over the Site for taking up the work and also to satisfy the concerned field Superintending Engineer, that the policy/policies is/are kept in force till the completion of the contract period.

- True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

Recoveries will be made from your deposited amount for any liability for the accidents and refund of the same considered later, after the claim is fully settled by the Insurance Authorities.

21. JURISDICTION:

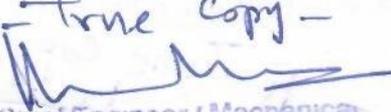
No suit or any proceedings in regard to any matter arising in any aspect under this contract shall be instituted in any court save in the City Civil Court at Madras or the Court of Small Causes at Madras. It is agreed to that no other Court shall have jurisdiction to entertain any suit or proceedings, even though part of the cause of action might arise within their jurisdiction. In case of any part of the cause of action arises within the jurisdiction of any Court of Tamil Nadu State and not in the Courts of Madras 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 outside the State of Tamil Nadu shall have jurisdiction, even though any part of the cause of the action might arise within the jurisdiction of such Courts.

22. LIABILITY FOR DAMAGE TO WORKS OR PLANTS

Any damages caused to the equipments / structures of TANGEDCO, either by the personnel of the contractor or ash transportation vehicles engaged by them, the damages shall be rectified by them at their cost. If the damages are not rectified within the period informed by TANGEDCO, the same will be done by TANGEDCO and the expenditure will be recovered from the contractor's Security Deposit. If the SD is not recouped to the original amount immediately on information from TANGEDCO, agreement will stand terminated.

23. ARBITRATION:

Arbitration clause does not apply to this contract.

True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

24. CORRESPONDENCE:

Correspondence regarding General, Technical nature shall be with Chief Engineer/ Mechanical Thermal Stations & Gas Turbine Schemes, Chennai-2 and all correspondence relating to payments/remittance shall be with Chief Engineer / North Chennai Thermal Power Station-I.

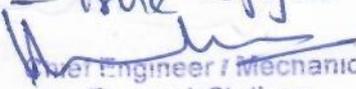
25. CONTRACT DOCUMENT:

A draft copy of the contract document has to be prepared by you within **15 days** from the date of receipt of detailed acceptance letter and sent to the Chief Engineer/ Mechanical Thermal Stations & Gas Turbine Schemes for acceptance. A copy of the specification for the preparation of draft contract document can be had from the Chief Engineer/ Mechanical Thermal Stations & Gas Turbine Schemes at free of cost if required. After approval, the draft copy will be returned to you. Based on the approved copy, you will have to prepare one original copy along with the articles of agreement in **Non judicial Stamp paper of value Rs.80/-** and another duplicate of the contract document duly signing all the pages of both the copies and submit within **10 days** from the date of receipt of draft copy to the Chief Engineer/ Mechanical Thermal Stations & Gas Turbine Schemes for executing the contract document. After the execution of the agreement the original copy will be retained in this office and the duplicate copy will be returned to you.

Eight (8) true copies of this contract document shall be prepared by you and submitted to this office within **15 days** of receipt of the approved duplicate copy of the contract document.

26. GENERAL:

All the terms and conditions mentioned herein and not mentioned in this acceptance letter but mentioned in the Specification No. SE/CD& HP/3/2021-22 shall also form part of this contract agreement and as appended herein and

True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
111 Floor / W. Wing,
44, Anna Salai, Chennai-600 002

TANGEDCO will not accept any terms and conditions other than specifically incorporated in the specification. You are requested to contact the Chief Engineer/North Chennai Thermal Power Station-I for lifting of dry fly ash.

27. ACKNOWLEDGEMENT:

This draft acceptance letter may please be acknowledged signing in all the pages for your concurrence to all the above terms and conditions.

Yours faithfully,

[Handwritten Signature]
21/6/22

SUPERINTENDING ENGINEER/CIVIL DESIGNS
For, CHIEF ENGINEER / MECHANICAL
THERMAL STATIONS & GAS TURBINE SCHEMES

Encl.: Accepted schedule

15/18

Copy submitted to the Director(Generation), Chennai -2

Encl.: Accepted schedule

Copy to the Chief Engineer / North Chennai Thermal Power Station-I / (3 copies)

Encl.: Accepted schedule

Copy to the Chief Financial Controller/7th Floor/NPKRR Maaligai/Chennai- 2

Encl.: Accepted schedule

Copy to the Superintending Engineer/ M II / North Chennai Thermal Power Station-I / Chennai-120.

Encl.: Accepted schedule

- True Copy -

[Handwritten Signature]
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
11th Floor / W. Wing,
44, Anna Salai, Chennai-600 092

:: TANGEDCO ::

Name of work : Lifting and disposal of Dry Fly Ash for a period of 3 years
(extendable up to 5 years) from **North Chennai Thermal Power Station -I**

Specification No: SE/CD&HP of 03/2021-22

Name of Contractor : M/s.India cements Ltd.,
Coromandel Towers,93, Santhome High Road,
Karpagam Avenue, R.A.Puram, Chennai - 600 028

Letter of Award: Letter of Award No.CE/MTS>S/SE/CD/EE-2/AEE-3/FAM/F. TPS-
Spec. No.03/2021-22/D.208/22, dt. 21.06.2022

ACCEPTED SCHEDULE

Item No.	Description	Total Allocated qty. in MT per Annum	Awarded Rate per Annum in Rs.	per Unit	Total awarded Amount in Rs. (excluding Taxes and Duties)
1.	Lifting and disposal of Dry fly ash from TPS				
(i).	First Year	59016 MT	Rs .195/-(Rupees One hundred and ninety five Only)	1 MT (one Metric tonne)	Rs.1,15,08,120/-
(ii).	Second Year	59016 MT	Rs .205/-(Rupees Two hundred and five Only)	1 MT (one Metric tonne)	Rs.1,20,98,280/-
(iii)	Third Year	59016 MT	Rs .216/-(Rupees Two hundred and sixteen Only)	1 MT (one Metric tonne)	Rs.1,27,47,456/-
Total awarded Amount					Rs. 3,63,53,856/- (excluding Taxes and Duties)

(Total Three Crore, sixty three lakhs, fifty three thousand, Eight hundred and fifty six only)

(One item only)

J. K.
21/6/22
SUPERINTENDING ENGINEER/CIVIL DESIGNS
For, CHIEF ENGINEER / MECHANICAL
THERMAL STATIONS & GAS TURBINE SCHEMES

- True Copy -

[Signature]
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44 Anna Salai, Chennai-600 002

16/18

ANNEXURE H

No. 15/2/2022-EC&ET-1

Government of India
Ministry of Power

SE / E / TA
11/12/22
CE / M / TS

Shram Shakti Bhawan, New Delhi
Dated: 6th December, 2022

To,

- copy
1. CMDs/ MDs of Coal / Lignite Based Thermal Power Plants (Central/ State/ Private)
 2. Principal Secretary (Power/ Energy) of All States/ UTs
 3. Chairperson, Central Electricity Authority

E1	E2	EE/HP
EE/DS	EA	APO
SE/CE		

Subject: Supply of Fly ash to the end users by the Power Plants to increase fly ash utilization- reg.

Sir/Madam,

Pursuant to Ministry of Environment, Forest & Climate Change's Notification dated 31.12.2021, Ministry of Power, issued an Advisory on 22.02.2022 to all coal/lignite based TPPs for providing Ash to the prospective user agencies for all new commitments for supply of Ash as per the prescribed procedure for disposal of ash.

2. Hon'ble National Green Tribunal (NGT) vide Order dated 25.08.2022 passed in OA No.327 of 2022 in Amaravati Fly Ash Bricks Manufacturers Association Vs. Union of India & Others has observed that the Advisory issued by MoP on 22.02.2022 **shall not be enforced and shall remain in abeyance till further orders by this Tribunal to the contrary.**

3. In pursuance of the above direction of Hon'ble NGT, all coal/lignite based TPPs are hereby informed to keep the implementation of Ministry of Power's Advisory dated 22.02.2022 in abeyance till the matter attains finality before the Hon'ble NGT.

4. Power Plants may take appropriate steps at their level to ensure maximum utilisation of ash to comply with applicable Notification of MoEF&CC.

5. This issues with the approval of the Hon'ble Minister of Power & NRE.

(Sunil Kumar Sah)
Under Secretary to the Govt. of India
Tel: 011-23719710

Copy to:

1. Secretary (MOEF&CC), Government of India
2. Secretary (MoRTH), Government of India
3. Secretary (MoHUA), Government of India
4. Secretary, CERC
5. Secretaries of all SERCs/ JERCs

Copy for kind information to:

- i. PS to Hon'ble Minister of Power.
- ii. PS to Hon'ble Minister of State for Power.
- iii. PPS to Secretary (Power) All Joint Secretaries/EA/CE, Directors/JS, MOP.

True copy
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44 Anna Salai, Chennai 600 002

next 2 days

ANNEXURE I

461

Dwarka Mor

NAB
Penc
Uppr
Km C

57



ing a cold winter
- PTI

1.5 degrees).
1. Ridge weather
near Delhi
recorded a cold
a minimum tem-
of 3.3 degrees
lowest in the cap-
ednesday. With
s from the snow-
ayas barreling

tack' our

mission has
of the FIR
details of
in the matter
e details of
ided to the
anel has also
action-taken
e matter by

ceiving such
s on a daily
t know when
ity against
iris will stop!
ake our sys-
ective to deal
cases. The
d be arrested
ion should be
him.
it be provided
e has threat-
tack on her!"

"last year, two
orne masked
d on a 17-year-
was attacked
she left her
home for

through the plains, the
Safdarjung observatory.
Delhi's primary weather sta-
tion, saw the minimum tem-
perature plummet to 4.4
degrees Celsius from 8.5
degrees a day ago. "Cold day"
conditions had gripped Delhi
on Tuesday with the maxi-
mum temperature dropping
five degrees below normal at
many places in the national
capital, including Lodhi
Road, Palam, Jafarpur and
Mayur Vihar.

"Fog/low cloud layer per-
sists over north and central
parts of India, covering large
parts of the country and
causing 'cold day' to 'severe
cold day'. A cold wave was
recorded over isolated pock-
ets of Haryana, Delhi and
Rajasthan," an IMD official
said.

An assistant sub-
inspector of the Delhi
police allegedly
rammed into six vehi-
cles, including a PCR
van, with his car in
southwest Delhi's
Dwarka Mor area, offi-
cials said.

The accident
occurred around 12.30
am on Wednesday, they
said.

Six vehicles, includ-
ing a PCR van, were
damaged when the
Assistant Sub-
inspector (ASI)
rammed into them at a
red light in Dwarka
Mor, the police said.

Three medico-legal
cases have been
received from hospi-
tals related to the acci-
dent but none of the

injuries are serious,
they added.

The offending car is a
private vehicle of an
ASI of Delhi Police
posted in the Outer
District. Deputy
Commissioner of
Police (Dwarka)
Harsha Vardhan said.

He was injured in
the accident. A case
has been registered
against him and fur-
ther legal action is
being taken. His blood
samples are being
kept for alcohol con-
tent analysis,
Vardhan added.

The ASI was return-
ing from duty when the
accident occurred. He
first hit a car belong-
ing to an ASI of
Suitanpuri police sta-
tion.

of te
12.0
htto:
will b
DIPR

a-ten
upto

SLN

1.

Sche
19.0'
Last
only)
Date
For f
DIPR

TAMIL NADU TRANSMISSION CORPORATION LTD
Notice Inviting Tenders (E-Tendering Process)

Sl. No	Tender Inviting Authority	Specification No.	Total
1.	CE/TP/Chennai	TP1-126/22-23	1

For details of works / Procurement / Due date of submission / opening, viewing and downloading of e-tenders, please visit website www.tantransco.gov.in, www.tenders.tn.gov.in, www.tenders.gov.in/nicgep/app.
DIPR/038/Tender/2023

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
TULICORIN THERMAL POWER STATION
"RARE OPPORTUNITY FOR PUBLIC"

Work on 16 circuits is required at Tulicorin Thermal Power Station. Interested General public / Traders / Beneficiaries and Government sector organizations are requested to contact the following address for filing work. The work will be issued at free of cost and the filing and transport charges to be borne by the beneficiaries.

Chief Engineer (FAC),
TTPS / Tulicorin

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD
Notice Inviting Tenders (E-Tendering Process)

Sl. No	Tender Inviting Authority	Specification No.	Total
1.	SE/Ramanathapuram	001	1
2.	SE/P&A/NCTPS-2	CE-101	1

For details of works / Procurement / Due date of submission / opening, viewing and downloading of e-tenders, please visit website, www.tangedco.gov.in, www.tenders.tn.gov.in, www.tenders.gov.in/nicgep/app
DIPR/077/Tender/2023

GOVERNMENT OF TAMILNADU - WATER RESOURCES DEPARTMENT
THANIRAPURAM BASIN CIRCLE, TRINELVELLI THIRD CALL

FORM OF CONTRACT: LUMP SUM / TWO COVER SYSTEM- PRE QUALIFICATION - RATE TENDER

For and on behalf of Governor of Tamil Nadu sealed Tenders are invited from the contractors registered in Water Resources / Public Works Department in the First Call to the Office of Superintending Engineer, WRD, Thanirapuram Basin Circle, Trinaveli. One sealed tender (Two Cover System) consisting of two separate covers one for Pre-Qualification with EMD and other one for price tender for the work of Permanent Restoration of Flood Damages in Kuththarai river right bank in opposite side of Peruvilai checkdam site in Eduladai 'A' Village of Kalliyar Taluk in Kanyakumari District with the name of works duly specified in all the covers.

Tender Schedule Available Date	05.01.2023 to 08.02.2023 upto 5.45 PM
Tender Schedule Receiving Date	5.00 P.M. on 07.02.2023
Tender Schedule opening at	1.30 P.M. on 07.02.2023
Total No. of works	1 (One)
Approximate total value of all works	Rs. 274.50 Lakhs

For further details and tender documents visit the website www.tenders.tn.gov.in and www.tenders.gov.in.
(If any changes / Corrections / Compliments in the tender, it will be published in the above Government Website only)

Superintending Engineer, WRD,
Thanirapuram Basin Circle, Trinaveli

DIPR/108/TENDER/2023

TECHI
RE-78

For and on behalf of the Governor of Tamil Nadu sealed Tenders are invited from the contractors registered in Public Works Department, PWD.

Name of work

Construction of 2 Labs in Govt Arts and Science College in A. M. V. Nagar, Villupuram District, Tamil Nadu.

Note: 1. Tender schedule can be obtained through the website www.tenders.tn.gov.in and www.tenders.gov.in/nicgep/app and also through the above address. The same day schedule will be available in the above Website.

DIPR/038/TENDER/2023

HIG
NAB

Tender No

For and on behalf of the Governor of Tamil Nadu sealed Tenders are invited from the contractors registered in Public Works Department, PWD.

through online on system server cloud roads, Solam Circle Roads 3 Road work NABARD & Rural Re

Details of work documents and all Government website the tender, it will be ;
DIPR/038/TENDER/2023

PU

For and on behalf of the Governor of Tamil Nadu sealed Tenders are invited from the contractors registered in Public Works Department, PWD.

Construction of Additional Administrative Staff College, Aruppukottai, Chennai

Providing Additional works in the Office of the Traffic Engineer, Chennai

Tender schedule can be obtained through the website www.tenders.tn.gov.in and www.tenders.gov.in/nicgep/app and also through the above address. The same day schedule will be available in the above Website.

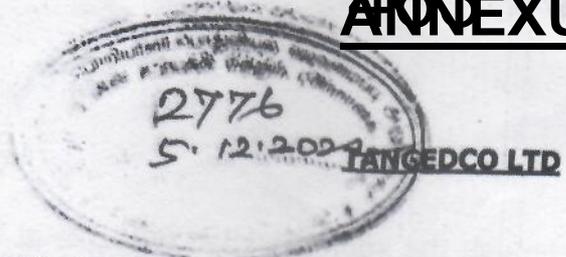
DIPR/038/TENDER/2023

True Copy
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
111 Floor / W. Wing.

Deccan Chronicle, 05-01-2023

ANNEXURE J

Annexure J 59 (1)



SE/CD	SE/C/TP
505722	
CE/GTS & MTS	

From
Er.B.Justin Jagadeep Kumar, B.E.,M.Tech.(Distn),
B.O.E.,M.I.E
 Chief Engineer (FAC),
 Tuticorin Thermal Power Station,
 Tuticorin - 628 004.

To
M/s. VIGNESH TRADERS,
 4B/116, C.G.E. Colony,
 Near Kamatchi School,
 Tuticorin-03.

Lr.No.CE/TTPS/SE/C/DB/EA/CHD/F.Wet Ash/D. 1828/2022. Date: 01.12.2022.

Sir,
 Sub: TANGEDCO - TTPS - CMC - Allotment of collection of wet Ash from the Ash Dyke of TTPS at free of cost - Allotment orders issued - Regarding.

Ref: M/S.VIGNESH TRADERS letter dated.18.11.2022.

E1	E2	EE/HP
EE/DS	EA	APO
SE/CD : 505722		

253
 15/12/22

ABE-4
 5/12/22
 EE-2/16

1. Allotment is made for lifting of **1000 Metric Tonnes (One Thousand Metric Tonnes only)** of wet ash from Tuticorin Thermal Power Station Ash Dyke area ash ponds at free of cost. You have to make your own arrangements for the collection of wet ash without any pollution.
2. This allotment order is valid up to **31.01.2023**.
3. You may contact Executive Engineer/CMD-II/TTPS for lifting the wet ash allotted to you.
4. You will have to follow all the safety precautions to take prevent measures of damages to the ash bund and its road and ensure that there is no spillage of ash during transport.
5. Excavating and loading of wet ash must be made by your own vehicle at your own cost in the ash dyke. The excavation of wet ash should be done as per the directions of Engineer in charge
5. The loading of wet ash will be allowed only from 9.00am to 6.00pm.

- True Copy -

 Chief Engineer (Mechanical)
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

6. The lorries are permitted to enter through the approach road available at the east side of the bund near the railway track at IOCL Tank area. The approach way may be maintained at your cost and the bund should not be damaged at any circumstances. If any damages occur, the same has to be rectified then and there as per the instruction of Engineer in-charge. A4
7. You will have to follow the vehicle loading capacities as prescribed in the vehicle norms and over loading of vehicle should be avoided. The loaded vehicles should be properly covered with tarpaulins.
8. Lorries with proper RC, Insurance, Driver License should be engaged for the above work.
9. You should follow the traffic regulations of Harbour authorities during transit of lorries.

Thanking You,

Yours faithfully,

[Signature] 01.12.22
CHIEF ENGINEER (FAC),
T.T.P.S./TUTICORIN -4 (3/3)

Encl: General conditions.

✓ Copy submitted to the Director (Generation)/ TANGEDCO for kind information please.

Copy to the Chief Engineer/ Mechanical Thermal Stations & GTS/ HQ/ Chennai.

Copy to the Superintending Engineer/ Civil/ TTPS/ Tuticorin.

Copy to the Superintending Engineer/ Mech-II/ TTPS with enclosures.

Copy to the Financial Controller/ CAS-II/ TTPS/ Tuticorin.

Copy to the Executive Engineer/ CMD-II/ TTPS with enclosures.

- True Copy -
[Signature]
 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai - 600 002

465

TANGEDCO LTD

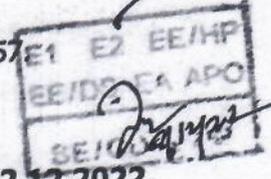
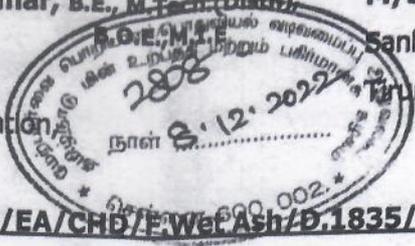
ANNEXURE J (2)

SE/CD	SE/G/TP
CE/GTS & MTS	

61

From
Er.B.Justin Jagadeep Kumar, B.E., M.Tech. (Distn),
Chief Engineer (FAC),
Tuticorin Thermal Power Station,
Tuticorin - 628 004.

To
M/s.India Cements Limited,
Sankar Nagar,
Tirunelveli - 627 357



Lr.No.CE/TTPS/SE/C/DB/EA/CHD/E/Wet Ash/D.1835/2022, Date:02.12.2022.

Sir,

Sub: TANGEDCO - TTPS - CMC - Allotment of collection of Wet Ash from the Ash Dyke of TTPS at free of cost - Allotment orders issued - Regarding.

Handwritten notes: AEE & S/O 02/12/22 E2

Ref: M/s.India Cements Limited, Tirunelveli letter dated.25.11.2022.

1. Allotment is made for lifting of **2000 Metric Tonnes or above per month (Two Thousand Metric Tonnes or above)** of wet ash from Tuticorin Thermal Power Station **Ash Dyke area ash ponds at free of cost**. You have to make your own arrangements for the collection of wet ash without any pollution.
2. You may contact Executive Engineer/CMD-II/TTPS for lifting the wet ash allotted to you.
3. You will have to follow all the safety precautions to take prevent measures of damages to the ash bund and its road and ensure that there is no spillage of ash during transport.
4. Excavating and loading of wet ash must be made by your own vehicle at your own cost in the ash dyke. The excavation of wet ash should be done as per the directions of Engineer in charge
5. The loading of wet ash will be allowed only from 9.00am to 6.00pm.

- True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

6. The lorries are permitted to enter through the approach road available at the east side of the bund near the railway track at IOCL Tank area. The approach way may be maintained at your cost and the bund should not be damaged at any circumstances. If any damages occur, the same has to be rectified then and there as per the instruction of Engineer in-charge.
7. You will have to follow the vehicle loading capacities as prescribed in the vehicle norms and over loading of vehicle should be avoided. The loaded vehicles should be properly covered with tarpaulins.
8. Lorries with proper RC, Insurance, Driver License should be engaged for the above work.
9. You should follow the traffic regulations of Harbour authorities during transit of lorries.

Thanking You,

Yours faithfully,

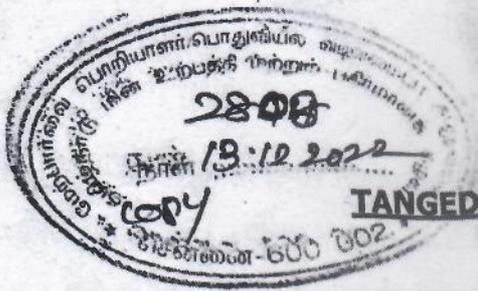
[Signature]
02.12.22
CHIEF ENGINEER (FAC),
T.T.P.S./TUTICORIN -4

Encl: General conditions.

- Copy submitted to the Director (Generation)/ TANGEDCO for kind information please.
- ✓ Copy to the Chief Engineer/ Mechanical Thermal Stations & GTS/ HQ/ Chennai.
- Copy to the Superintending Engineer/ Civil/ TTPS/ Tuticorin.
- Copy to the Superintending Engineer/ Mech-II/ TTPS with enclosures.
- Copy to the Financial Controller/ CAS-II/ TTPS/ Tuticorin.
- Copy to the Executive Engineer/ CMD-II/ TTPS with enclosures.

True Copy -

[Signature]
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
6a, Anna Salai, Chennai-600 002



467



63

ITS

From

Er.B.Justin Jagadeep Kumar, B.E., M.Tech.(Distn),
B.O.E., M.I.E

Chief Engineer (FAC),
Tuticorin Thermal Power Station,
Tuticorin - 628 004.

To

M/s.Ramesh Enterprises,
18-A, S.M.Puram,
Tuticorin - 628 003.

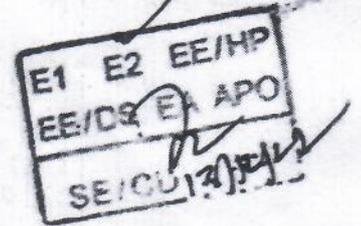
22.

Lr.No.CE/TTPS/SE/C/DB/EA/CHD/F.Wet Ash/D.1862/2022, Date: 08.12.2022.

Sir,

Sub: TANGEDCO - TTPS - CMC - Allotment of collection of Wet Ash from the Ash
Dyke of TTPS at free of cost - Allotment orders issued - Regarding.

Ref: M/s.Ramesh Enterprises., Tuticorin letter dated.07.12.2022.



SEE A
13/12/22
E2

1. Allotment is made for lifting of **10,000 Metric Tonnes (Ten Thousand Metric Tonnes)** of wet ash from Tuticorin Thermal Power Station **Ash Dyke area ash ponds at free of cost.** You have to make your own arrangements for the collection of wet ash without any pollution.
2. You may contact Executive Engineer/CMD-II/TTPS for lifting the wet ash allotted to you.
3. You will have to follow all the safety precautions to take prevent measures of damages to the ash bund and its road and ensure that there is no spillage of ash during transport.
4. Excavating and loading of wet ash must be made by your own vehicle at your own cost in the ash dyke. The excavation of wet ash should be done as per the directions of Engineer in charge
5. The loading of wet ash will be allowed only from 9.00am to 6.00pm.

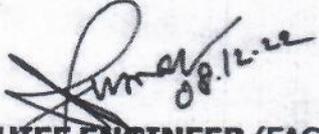
True Copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

6. The lorries are permitted to enter through the approach road available at the east side of the bund near the railway track at IOCL Tank area. The approach way may be maintained at your cost and the bund should not be damaged at any circumstances. If any damages occur, the same has to be rectified then and there as per the Instruction of Engineer In-charge.
7. You will have to follow the vehicle loading capacities as prescribed in the vehicle norms and over loading of vehicle should be avoided. The loaded vehicles should be properly covered with tarpaulins.
8. Lorries with proper RC, Insurance, Driver License should be engaged for the above work.
9. You should follow the traffic regulations of Harbour authorities during transit of lorries.

Thanking You,

Yours faithfully,


**CHIEF ENGINEER (FAC),
TTPS/TUTICORIN.**

End: General conditions.

Copy submitted to the Director (Generation)/ TANGEDCO for kind information please.

Copy to the Chief Engineer/ Mechanical Thermal Stations & GTS/ HQ/ Chennai.

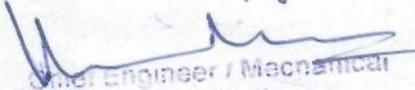
Copy to the Superintending Engineer/ Civil/ TTPS/ Tuticorin.

Copy to the Superintending Engineer/ Mech-II/ TTPS with enclosures.

Copy to the Financial Controller/ CAS-II/ TTPS/ Tuticorin.

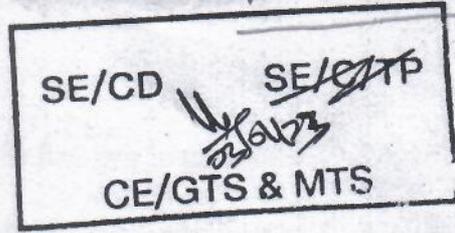
Copy to the Executive Engineer/ CMD-II/ TTPS with enclosures.

True Copy -


Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

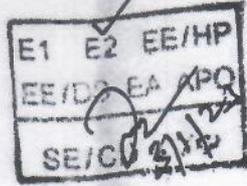


TANGEDCO LTD



From

Er.S.Kajamoideen, B.E.,
Chief Engineer, (I/c)
Tuticorin Thermal Power Station,
Tuticorin - 628 004.



To

M/s.JSR-MS (JV),
JSR Castle, 4th Floor,
New No: 15 & 17 (Old No: 7 & 8),
Vijayaraghava Road,
T.Nagar,
Chennai - 600 017.

Lr.No.CE/TTPS/SE/C/DB/EA/CHD/F.Wet Ash/D. 1941 /2022, Date: 29.12.2022.

Sir,

Sub: TANGEDCO - TTPS - CMC - Allotment of collection of Wet Ash from the Ash Dyke of TTPS at free of cost - Allotment orders issued - Regarding.

Ref: 1. DE (H), Tirunelveli letter No: 1705/Invoice/CSC-02/A2, Dated: 23.12.2022.

2. DE (H), Tirunelveli letter No: 69/2022/A2 mail dated: 26.12.2022.

1. Allotment is made for lifting of **5,00,000 Metric Tonnes (Five Lakhs Metric Tonnes)** of wet ash from Tuticorin Thermal Power Station **Ash Dyke area ash ponds at free of cost.** You have to make your own arrangements for the collection of wet ash without any pollution.
2. You may contact Executive Engineer/CMD-II/TTPS for lifting the wet ash allotted to you.
3. You will have to follow all the safety precautions to take prevent measures of damages to the ash bund and its road and ensure that there is no spillage of ash during transport.
4. Excavating and loading of wet ash must be made by your own vehicle at your own cost in the ash dyke. The excavation of wet ash should be done as per the directions of Engineer in charge.

- True Copy -

[Handwritten Signature]
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
V. Wing,
Chennai-600 002

5. The loading of wet ash will be allowed only from 9.00am to 6.00pm.
6. The lorries are permitted to enter through the approach road available at the east side of the bund near the railway track at IOCL Tank area. The approach way may be maintained at your cost and the bund should not be damaged at any circumstances. If any damages occur, the same has to be rectified then and there as per the instruction of Engineer in-charge.
7. You will have to follow the vehicle loading capacities as prescribed in the vehicle norms and over loading of vehicle should be avoided. The loaded vehicles should be properly covered with tarpaulins.
8. Lorries with proper RC, Insurance, Driver License should be engaged for the above work.
9. You should follow the traffic regulations of Harbour authorities during transit of lorries.

Thanking You,

Yours faithfully,

[Signature] 29/12
 CHIEF ENGINEER, (i/c)
 TTPS/TUTICORIN. 4/7

Encl: General conditions.

- Copy submitted to the Director (Generation)/ TANGEDCO for kind information please.
- ✓ Copy to the Chief Engineer/ Mechanical Thermal Stations & GTS/ HQ/ Chennai.
- Copy to the Superintending Engineer/ Civil/ TTPS/ Tuticorin.
- Copy to the Superintending Engineer/ Mech-II/ TTPS with enclosures.
- Copy to the Financial Controller/ CAS-II/ TTPS/ Tuticorin.
- Copy to the Executive Engineer/ CMD-II/ TTPS with enclosures.
- Copy to the Divisional Engineer (H) – Chennai – Kanyakumari Industrial Corridor Project, Tirunelveli.

— True Copy —
[Signature]
 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 002

ANNEXURE K

Annex 67-K
①

By E - mail

::TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LTD::

From	To
Er. K. KANIKANNAN, M.E., Chief Engineer/Mech. Thermal Stations & Gas Turbine Schemes 3 rd Floor, Western wing, N.P.K.R.R. Margai, 144, Anna salai, Chennai-2	The Chief Engineer/Distribution, (i) Madurai Region, (ii) Tirunelveli Region (iii) Erode region (iv) Transmission Projects & System Operation Chennai and Trichy.

Lr.No.CE/MTS>S/SE/CD/EE2/FAM/AEE.3/F.CMD Review/D.653/22,

dt.03.12.2022.

Sir,

Sub: TANGEDCO – FAM – Generation Review by CMD/TANGEDCO held on 15.11.2022 - Action Taken Report (ATR) to the Minutes of Meeting – Regarding .

Ref:- 1. Point No. 15. of Minutes of Meeting, dt.15.11.2022

It is informed that CMD/TANGEDCO had reviewed the performance and all issues related to all Thermal Power Stations of TANGEDCO on 15.11.2022 and issued certain instructions (Copy enclosed) for adoption and implementation of necessary action.

Hence, it is requested that necessary deemed fit actions may be taken to the actionable point no.15 and Action Taken Report may be furnished early to this office so as to apprise CMD.

Sd// dt.03.12.2022

CHIEF ENGINEER/MECH.

THERMAL STATIONS & GAS TURBINE SCHEMES (i/c)

Encl: Copy of MoM, dt.15.11.22

Copy submitted to Dir(Gen) for kind information please.

Copy to CE/TTPS & MTPS – I, MTPS-II with a request for necessary action and report.

Copy to GCC/Salem with a request for necessary action and report.

True Copy -
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor, W. Wing,
44, Anna Salai, Chennai-600 002

By E - mail

::TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LTD::

From

Er. K. KANIKANNAN, M.E.,
Chief Engineer/Mech.
Thermal Stations & Gas Turbine Schemes
3rd Floor, Western wing,
N.P.K.R.R. Maaligai, 144, Anna salai,
Chennai-2

To

The Chief Engineer,
(i) Projects-II /Chennai
(ii) Projects/Udangudi STPP

Lr.No.CE/MTS>S/SE/CD/EE2/FAM/AEE.3/F.CMD Review/D.652/22,

dt.03.12.2022.

Sir,

Sub: TANGEDCO – FAM – Generation Review by CMD/TANGEDCO held on 15.11.2022 - Action Taken Report (ATR) to the Minutes of Meeting – Regarding .

Ref:- 1. Point No. 14. of Minutes of Meeting, dt.15.11.2022

It is informed that CMD/TANGEDCO had reviewed the performance and all issues related to all Thermal Power Stations of TANGEDCO on 15.11.2022 and issued certain instructions (Copy enclosed) for adoption and implementation of necessary action.

Hence, it is requested that necessary deemed fit actions may be made to the actionable point no.14 and Action Taken Report may be furnished early to this office so as to apprise CMD.

Sd.// dt/03.12.2022

CHIEF ENGINEER/MECH.

THERMAL STATIONS & GAS TURBINE SCHEMES (i/c)

Copy submitted to Dir(Gen) for kind information please.

Copy to CE/TTPS/Tuticorin with a request for necessary action and report.

- True copy -

Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

ANNEXURE K**MINUTES OF THE GENERATION REVIEW MEETING CHAIRED BY CHAIRMAN CUM
MANAGING DIRECTOR / TANGEDCO ON 15.11.2022**

Members present: Director (Generation), CEs of all Thermal Power Stations along with their SEs, CE/MTS and CE/ Coal attended the meeting in person.

CMD reviewed the performance and all issues related to Thermal Power Stations (TPS) and instructed the following:

1. NCTPS I should be operated at 100 % PLF during February'23 to June'23. The other Thermal Power Stations shall also be kept ready and available for full load operation during the above period.
2. Speedy Action to be taken to improve the Milling system and required maintenance works shall to be expedited in NCTPS-I so as to reach full load in all the units in the month of December'22.
3. Axial shift problem in Unit II of NCTPS II shall be addressed immediately by consulting with OEM/NTPC/other expert agencies.
4. Action to be taken to complete the Chemical cleaning process early in Boiler in Unit I of NCTPS II.
5. Action shall be taken early to procure required materials and award works for the Capital overhaul (COH) in Unit I of NCTPS II in the financial year 2023-24.
6. Belt weigher to be installed in the coal feeder to the bunkers in all TPS.
7. Action to be taken to ensure that oil is used only for start up / shutdown and in cases of urgent essential requirements only and it shouldn't be used for regular operation in all TPS.
8. The mapping of boiler tube failures to be carried out with comparison of NTPC/NTECL in areawise and assessed cause for failure shall be maintained for each boiler in all TPS.
9. Oil consumption in each unit is to be monitored and efforts to be taken to restrict it within CEA norms/limit followed by NTPC plants in all TPS.
10. Quantity of unburnt coal in Bottom ash to be monitored and efforts to be taken to restrict it within the norms/limits followed by NTPC plants in all TPS.
11. Multiple sampling of Coal is to be taken and sampling of coal & packing of the samples are to be video graphed.
12. Usage of Tarpaulin covers for preserving coal to be stored in the yard if it is to be stored for more than a week.

1 - True Copy -

 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-500 002

13. Turbine strain evaluation to be studied in the units of MTPS I and TTPS in the next overhaul in all the Units subjected to two shift operation.
14. M/s BHEL may be asked to examine the feasibility of use the dyke ash at TTPS for land filling works at Udangudi STPP wherever required.
15. All CE's/SE's in adjacent districts to TTPS & MTPS should use the dyke ash from TTPS & MTPS respectively for any land filling requirement for TANGEDCO/ TANTRANSCO works.
16. Action to be taken to ensure 100 % disposal of fly ash in all Thermal Power Station by regular follow-up with allottees.
17. Action to be taken to float separate tenders monthly or bimonthly for disposal of Bottom Ash in all TPS by the concerned Chief Engineers.
18. Action to be taken at each station to dispose fly ash to SSI units by calling for tenders in all TPs by the concerned Chief Engineers.
19. Periodical meetings to review the operating parameters / problems faced / repairs and maintenance works carried out with the concerned SE's of Boiler Maintenance, Turbine Maintenance and other Auxiliaries shall be conducted in all TPs.
20. The Thermal Power Station Engineers may be deputed for Power Plant related training in NTPC/ NPTI.
21. Monthly average of GCV of coal used shall be recorded in the monthly performance reports furnished by all TPs.
22. Forest cover shall be arranged to be provided in consultation and as suggested by Forest department, in NCTPS I.
23. Progress of works awarded and Problems faced in NCTPS I shall be appraised to CMD by MTS wing every week.
24. Action to be taken to reduce the employee cost, oil cost in all TPS.
25. Action to be taken to reduce the variable cost in MTPS II and NCTPS II to less than Rs. 5/Unit.

- True Copy -


Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
Anna Salai, Chennai-600 002

sdxxxxx
CMD/TANGEDCO

ANNEXURE L

Annexure 71 - 1

475

:: TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD ::

From
Er.P.Bakthavatsalam, B.E.,M.Tech.,
Chief Engineer,
Mettur Thermal Power Station -II,
Mettur Dam - 636 406.

To
M/s NVS & Co.,
Pudhukkadu,
Thermal (P.O),
Mettur Dam-6.

Lr. No CE/MTPS II/SE/Civil/EA/O.T.No-31/2021-22/F.Dkt/D.No. 668 /21, Dt: 08 .12.2021

Sirs,

Sub: MTPS II - Civil Circle - Providing cladding with colour coated galvalume sheet for western side of silo bottom to avoid the ash deposition in the nearby areas - Acceptance letter issued - Regarding.

Ref: 1. Specn No SE / CIVIL / MTPS II / OT-31 / 2021 -22
2. Your tender dated 30.11.2021.
3. Your Negotiation letter dated 06.12.2021.

1.0) Acceptance: I acting for and on behalf of and by the order and direction of the Tamil Nadu Generation and Distribution Corporation Ltd accept your offer for the above work at a total amount of **Rs.5,07,455/-** (Rupees five lakhs seven thousand four hundred and fifty five only) including ESI, EPF and GST @ 18% on total value. The GST will be reimbursed only on production of actual vouchers for having paid the same for the above work.

2.0) Security Deposit: The Security Deposit payable for this contract is at 5% of the contract value of Rs.5,07,455/- (Rupees five lakhs seven thousand four hundred and fifty five only). Hence an amount of Rs.25,400/- (Rupees twenty five thousand and four hundred only) is payable towards the Security Deposit. In addition to the amount of Rs.6,900/- paid by you in TNAGEDCO's account as E.M.D vide P.R.No:014767, Dt.29.11.2021, you are requested to remit a sum of Rs.18,500/-(Rupees eighteen thousand and five hundred only) through NEFT / RTGS, being the security deposit.

The Security deposit has to be remitted within 30 days from the date of receipt of acceptance order and in the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order shall be cancelled. Also the work will be awarded to the next lowest tenderer. The belated payment of security deposit shall not be accepted hereafter.

3.0) Agreement: - You are requested to produce a non-judicial stamp paper to a value of Rs.80/- (Rupees Eighty only) to this office for executing necessary K₂ agreement in your favor. You are also requested to produce indemnity bond in a non-judicial stamp paper for the value of Rs.80/- (Rupees Eighty only) to the Superintending Engineer/Civil/ MTPS II. You are also requested to furnish an undertaking that any excess payment that may be found to have been made as a result of incorrect calculations or any excess payment detected in the light of discrepancies noticed subsequently shall be refunded by the contractor to the Board without any demur together with costs, if any incurred by the Board either by adjustment against future payments due or otherwise.

True Copy -
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
3rd Floor / W. Wing.

3.0) Commencement and Execution of Work : You are requested to contact the Executive Engineer / Civil / Project Division / Mettur Thermal Power Station II to take over the site within 30 days from the date of receipt of award letter.

4.0) Period of Contract: One month.

5.0) Forfeiture of E.M.D / S.D : Whenever the contractor does not commence / complete the work as agreed EMD / SD paid by him will be forfeited. Also your poor performance will be noted for further participation of tenders. The contractor's name will also be recommended for black listing after due notice. If the work (Balance or whole) is awarded to another contractor for execution at a higher rate, the difference in value of work will also be recovered from the contractor who backed out after acceptance.

6.0) Payment: (a) 95% payment will be made in Part Bills / Final Bill retaining 5% as retention amount. The retention amount will be released after 6 (six) months from the date of completion of work and fulfillment of contractual obligations.

The work bills should be claimed only after obtaining an Undertaking in a stamp paper to a value of Rs.80/- as specified, from the Contractor for remittance of both Employee's and Employer's contribution for EPF & ESI, for the respective work.

7.0) Goods and Services Tax : GST at 18% or as the case may be is applicable on the total value of work with 100% input tax credit. All acts rules, and provisions of GST is applicable. The photo copy of valid GSTIN Registration copy should be furnished. Further you are requested to produce GST invoice format for claiming part / final bill as the case may be. The Invoice should be in the GST Format and the clear indication of the CGST 9% and SGST 9% with value should be incorporated. The GST will be reimbursed on submission of actual Vouchers for having paid the GST for the above work. Your GST No. as per offer is 33AAAAN3000E2ZH. The SAC Code for the above work is 995419

Any downward variation in basic price while reworking due to GST and the benefit of input tax credit must be passed on to TANGEDCO.

8.0) Employee's State Insurance (ESI) : The workers whenever engaged, during the period of contract should be insured against accident in ESI. The contractor shall be responsible for the payment of necessary ESI of both Employer's and Employee's contribution as per the provisions of the Act. The Board will not be responsible for any compensation in the event of accident etc., Copy of ESI covering for the workers, who have been engaged during the period of contract have to be furnished to the field officers so as to claim the bill for the respective work.

9.0) Employee's Provident fund (EPF): a) The Contractor is required to comply with all the relevant provisions stipulated in the EPF & MP Act.

b) The Contractor should have taken separate EPF main code number.

c) The workers engaged by the contractors should have EPF - UAN number (Universal Account Number)

d) The contractor shall be responsible for the payment of necessary EPF of 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. TANGEDCO will not be responsible for any compensation in the event of accident etc., or any dispute arising due to non payment of EPF & ESI contribution to be made to the concerned statutory body in respect of this work. You have to furnish a undertaking in stamp paper value Rs.80/- stating the above along with the agreement.

True copy -
 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,

- e) The contractor shall submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act.
- f) The contractor shall produce the proof for payment of both Employer's and Employee's contributions for the workers, made to EPF organization, in order to claim the bills for the respective works.
- g) The contractor shall 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. The work bills should be claimed only after ensuring the remittance of both the employer and employees PF contribution by the contractor and after obtaining an Undertaking in a stamp paper to a value of Rs.80/-for remittance of both Employee's and Employer's contribution for EPF & ESI, for the respective work.
- h) The contractor should register their establishment under (PMRPY) Pradhan Mantri Rojkar Protsahan Yojana with employees Provident fund Organisation to avail the benefits of employer contribution in respect of EPF.
- i) The EPF employer contribution remitted by the contractors for the works contract shall be claimed / reimbursed, limiting the EPF employer contribution amount pertaining to the employees of the contractor who have not been covered under PMRPY Scheme.
- j) In case the contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently if TANGEDCO has to meet such requirements of the said Act or statutory provisions in the capacity of Principal Employer, TANGEDCO shall make good such requirements out of the money due and payable to the contractor and further performance of the contractor in this regard will be noted for all future contracts of TANGEDCO.

10.0) LABOUR LAW : The contractor should fulfill strictly all the conditions as stipulated in the contract labour (R & A) action 1970 and the rules made there under. The contractor should take out a license under section 12 of the above said act within the specified period as mentioned by the management / principal employer at the time of awarding the contract. The Contract shall be terminated if the contractor fails to obtain a license under section 12 of the contract labour (R & A) Act 1970 within 10 days of award of contract. The contractors are advised to maintain the records as per section 78 of contract labour (R & A) rules 1971 in respect of each work for which labours are engaged as detailed below:

1. Register of Workmen employed by contractor (See rule.75 / Form XIII)
2. Employment card (Form-IV)
3. Form XVI (Muster Roll)
4. Form XVII Register of Wages.
5. Form XVIII Register of Wages cum muster roll.
6. Form XIX Wage Slip
7. Form XX Register of deduction for Damages / Loss.
8. Form XXI Register of Fines
9. Form XXII Register of Advances.
10. Form XXIII Register of overtime.
11. Contractor should ensure that all the workers engaged by the contractor are paid with the wages not less than the rate for Mazdoor category II in the prevailing PWD Schedule of rates.
12. Contractor should pay the wages before expiry of seventh day as per section 66 and shall issue wage slip in Form XIX to workmen as per section 78 (b).
13. Contractor shall issue a photo identity card in form - 25C as per rule 103-C and time card in 25B as per section 103-B of Tamilnadu Factories rules 1950.

True copy -

 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 Anna Salai, Chennai-600 002

11.0) THE COMPLIANCE OF 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 desires to take up works contracts for TANGEDCO should deploy 20 or more workmen on a day of emergency (or) in necessity.
- b) The Contractors shall comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour license before executing the works.
- c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the Work Contracts of TANGEDCO is required to comply with all the provisions of the Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamil Nadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO from all and against any claims under the aforesaid Act and the Rules. The Contractors should also submit the copy of the Migrant Labour License before executing the works.

12.0) Other Conditions: Apart from the terms mentioned herein, you are expected to fulfill all the conditions stipulated under General Conditions of Specification No.SE/Civil/MTPS-II/OT-31/2021-22.

13.0) Acknowledgement:-The receipt of this acceptance letter may be acknowledged to this office.

Yours faithfully,

Encl.: Accepted Price Schedule

Prakash
08/12/2024

Chief Engineer,
Mettur Thermal Power Station -II
Mettur Dam - 6.

4/6

Copy submitted to the Superintending Engineer / Civil / MTPS II (2 copies)

Encl.: One Accepted Price Schedule.

Copy to the Executive Engineer / Civil / Project Dn / MTPS II

Encl.: One Accepted Price Schedule.

Copy to the Financial Controller / MTPS II.

Encl.: One Accepted Price Schedule.

The remittance of GST by the firm as per the Accepted Schedule shall be ensured before making payment to the contractor.

(8.12.24)

True Copy -
[Signature]
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai - 600 002

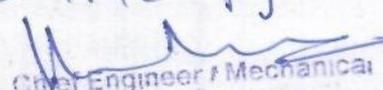
:: TANGEDCO LIMITED ::

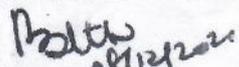
NAME OF WORK : MTPS II – Civil Circle – Providing cladding with colour coated galvalume sheet for western side of silo bottom to avoid the ash deposition in the nearby areas.

SPECIFICATION NO: SE / CIVIL /MTPS - II / OT- 31/ 2021-2022

ACCEPTED SCHEDULE

Item No.	Qty	Description	Rate in Rs	Unit	Amount in Rs
01	2.00 m ³	Dismantling the existing RCC floor and disposing the debris to far away places as directed by the Engineer in-charge including hire charges for tools and plants, labour charges, leads & lifts etc. complete.	4,500.00	1m ³	9,000.00
02	2.00 m ³	Providing PCC 1:4:8 using 40 mm HBG metal as directed by the Engineer at site, including cost of all materials, labour charges, curing, leads, lifts, etc. complete.	3,800.00	1m ³	7,600.00
03	1.80 MT	Supplying and fixing of structural steel such as M.S angle 75x75x6mm and Square tube 50x50x5mm of various sizes for purlins and other supports as directed by the Engineer including cost of materials, labour charges, scaffolding, welding, bolts and nuts if required, leads & lifts etc., complete.	1,05,000.00	1MT	1,89,000.00
04	250.00 m ²	Supplying and fixing of colour coated galvalume sheet of 0.47mm thick of approved quality with necessary screws including cost of all materials, lead, lift, labour charges, etc., complete.	748.00	1m ²	1,87,000.00
05	70.00 m ²	Painting the steel work with two coats of enamel paint of approved quality and colour over a coat of primer including cost of all materials, brushes, lead, lift etc., complete.	160.00	1m ²	11,200.00
		Value of work portion			4,03,800.00
		ESI @3.25% on 40% of work value			5,249.40
		EPF @13% on 40% of work value			20,997.60
		GST@ 18.00% on work value + ESI+EPF			77,408.46
		Total value including ESI, EPF and GST			5,07,455.46
			Or (Say)		5,07,455.00

True Copy -

 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Transmission Corporation Ltd
 III Floor, W. Wing,
 44, Anna Salai, Chennai-600 002


 Chief Engineer,
 Mettur Thermal Power Station -II
 Mettur Dam - 6.

(8.12.21)

480

:: TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD ::

From
Er.P.Bakthavatsalam.B.E.,M.Tech.,
Chief Engineer,
Mettur Thermal Power Station -II,
Mettur Dam - 636 406.

To
M/s Deiva Contractor,
Chinnakkavour,
Thermal(po),
Mettur Dam -6.

Lr. No: CE/MTPS-II/SE/Civil/EA/O.T.No.-69/2021-22/F.Dkt/D.No. 346 /22, Dt: 28 .04.2022

Sirs,

Sub: MTPS II – Civil Circle – Providing GI sheet cladding arrangement on the Southern side of 1255N road to prevent the deposit of fly ash particles emanating from ESP area to the nearby village - Acceptance letter issued - Regarding.

- Ref: 1. Specn No CE/MTPS II/SE / CIVIL / OT-69/ 2021 -22
2. Your tender dated 06.04.2022.
3. Your Negotiation letter dated : 19.04.2022.
4. Lr.No SE/CD&HP/EE-1/AEE 1/ F In Prin. Appl - MTPS II / D 06 / 22, dt 06.01.2022.

1.0) **Acceptance:** I acting for and on behalf of and by the order and direction of the Tamil Nadu Generation and Distribution Corporation Ltd accept your offer for the above work at a total amount of **Rs.16,92,850/-** (Rupees sixteen lakhs ninety two thousand eight hundred and fifty only) including ESI ,EPF and GST @18% on total value. The GST will be reimbursed only on production of actual vouchers for having paid the same for the above work.

2.0) **Security Deposit:** The Security Deposit payable for this contract is @5% of the contract value of **Rs.16,92,850/-** (Rupees sixteen lakhs ninety two thousand eight hundred and fifty only) Hence an amount of **Rs.84,700/-** (Rupees eighty four thousand and seven hundred only) has to be payable towards the Security Deposit. Since you are exempted from payment of EMD amount of Rs 17,600/-in lieu of SSI Certificate Produced, you are requested to remit a sum of **Rs.84,700/-** (Rupees eighty four thousand and seven hundred only) towards the Security Deposit.

The Security deposit has to be remitted within 30 days from the date of receipt of acceptance order and in the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order shall be cancelled. The award may be made to L2 tender. The belated payment of security deposit shall not be accepted hereafter

3.0) **Agreement:** - You are requested to produce a non-judicial stamp paper to a value of Rs 80/- (Rupees Eighty only) to this office for executing necessary K₂ agreement in your favor. You are also requested to produce indemnity bond in a non-judicial stamp paper for the value of Rs 80/- (Rupees Eighty only) to the Superintending Engineer/Civil/ MTPS II. You are also requested to furnish an undertaking that any excess payment that may be found to have been made as a result of incorrect calculations or any excess payment detected in the light of discrepancies noticed subsequently shall be refunded by the contractor to the Board without any demur together with costs, if any incurred by the Board either by adjustment against future payments due or otherwise.

True Copy -
Chief Engineer, Mechanical
Thermal Stations,
Tamil Nadu Generation &

3.0) **Commencement and Execution of Work** : You are requested to contact the Executive Engineer / Civil / CM Division / Mettur Thermal Power Station II to take over the site within 30 days from the date of receipt of award letter.

4.0) **Period of Contract**: Three months from the date of taking over of site.

5.0) **Forefeiture of E.M.D / S.D** : Whenever the contractor does not commence / complete the work as agreed EMD / SD paid by him shall be forfeited interms of contract. His poor performance will also be noted for further participation of tenders.

The contractor's name will also be recommended for black listing after due notice. If the work (Balance or whole) is awarded to another contractor for execution at a higher rate, the difference in value of work will be recovered from the contractor who backed out after acceptance.

6.0) **Payment**: (a) 95% payment will be made in Part Bills / Final Bill retaining 5% as retention amount. The retention amount will be released after 6 (three) months from the date of completion of work and fulfillment of contractual obligations.

The work bills should be claimed only after obtaining an Undertaking in a stamp paper to a value of Rs.80/- as specified, from the Contractor for remittance of both Employee's and Employer's contribution for EPF & ESI, for the respective work.

7.0) **Goods and Services Tax** : GST 18% or as the case may be is applicable on the total value of work with 100% input tax credit. All acts rules, and provisions of GST is applicable. The photo copy of valid GSTIN Registration copy should be furnished. Further you are requested to produce GST invoice format for claiming part / final bill as the case may be. The Invoice should be in the GST Format and the clear indication of the CGST 9% and SGST 9% with value should be incorporated. The GST will be reimbursed on submission of actual Vouchers for having paid the GST for the above work. Your GST No. as per offer is 33AAIFD8739P1ZR. The SAC Code for the above work is 995419

Any downward variation in basic price while reworking due to GST and the benefit of input tax credit must be passed on to TANGEDCO.

8.0) **Employee's State Insurance (ESI)** : The workers whenever engaged, during the period of contract should be insured against accident in ESI. The contractor shall be responsible for the payment of necessary ESI of both Employer's and Employee's contribution as per the provisions of the Act. The Board will not be responsible for any compensation in the event of accident etc., Copy of ESI covering for the workers, who have been engaged during the period of contract have to be furnished to the field officers so as to claim the bill for the respective work.

9.0) **Employee's Provident fund (EPF)**: a) The Contractor is required to comply with all the relevant provisions stipulated in the EPF & MP Act.

b) The Contractor should have taken separate EPF main code number.

c) The workers engaged by the contractors should have EPF - UAN number (Universal Account Number)

d) The contractor shall be responsible for the payment of necessary EPF of 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. TANGEDCO will not be responsible for any compensation in the event of accident etc., or any dispute arising due to non payment of EPF & ESI contribution to be

- True Copy -
Civil Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,

made to the concerned statutory body in respect of this work. You have to furnish a undertaking in stamp paper value Rs.80/- stating the above along with the agreement.

e) The contractor shall submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act.

f) The contractor shall produce the proof for payment of both Employer's and Employee's contributions for the workers, made to EPF organization, in order to claim the bills for the respective works.

g) The contractor shall 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. The work bills should be claimed only after ensuring the remittance of both the employer and employees PF contribution by the contractor and after obtaining an Undertaking in a stamp paper to a value of Rs.80/-for remittance of both Employee's and Employer's contribution for EPF & ESI, for the respective work.

h) The contractor should register their establishment under (PMRPY) Pradhan Mantri Rojkar Protsahan Yojana with employees Provident fund Organisation to avail the benefits of employer contribution in respect of EPF.

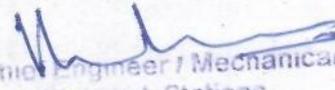
i) The EPF employer contribution remitted by the contractors for the works contract shall be claimed / reimbursed, limiting the EPF employer contribution amount pertaining to the employees of the contractor who have not been covered under PMRPY Scheme.

j) In case the contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently if TANGEDCO has to meet such requirements of the said Act or statutory provisions in the capacity of Principal Employer, TANGEDCO shall make good such requirements out of the money due and payable to the contractor and further performance of the contractor in this regard will be noted for all future contracts of TANGEDCO.

10.0) LABOUR LAW : The contractor should fulfill strictly all the conditions as stipulated in the contract labour (R &A) action 1970 and the rules made there under. The contractor should take out a license under section 12 of the above said act within the specified period as mentioned by the management / principal employer at the time of awarding the contract. The Contract shall be terminated if the contractor fails to obtain a license under section 12 of the contract labour (R & A) Act 1970 within 10 days of award of contract. The contractors are advised to maintain the records as per section 78 of contract labour (R & A) rules 1971 in respect of each work for which labours are engaged as detailed below:

1. Register of Workmen employed by contractor (See rule.75 / Form XIII)
2. Employment card (Form-IV)
3. Form XVI (Muster Roll)
4. Form XVII Register of Wages.
5. Form XVIII Register of Wages cum muster roll.
6. Form XIX Wage Slip
7. Form XX Register of deduction for Damages / Loss.
8. Form XXI Register of Fines
9. Form XXII Register of Advances.
10. Form XXIII Register of overtime.
11. Contractor should ensure that all the workers engaged by the contractor are paid with the wages not less than the rate for Mazdoor category II in the prevailing PWD Schedule of rates.
12. Contractor should pay the wages before expiry of seventh day as per section 66 and shall issue wage slip in Form XIX to workmen as per section 78 (b).
13. Contractor shall issue a photo identity card in form - 25C as per rule 103-C and time card in 25B as per section 103-B of Tamilnadu Factories rules 1950.

- True Copy -


Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

11.0) THE COMPLIANCE OF 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 desires to take up works contracts for TANGEDCO should deploy 20 or more workmen on a day of emergency (or) in necessity.

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

c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the Work Contracts of TANGEDCO 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 TANGEDCO from all and against any claims under the aforesaid Act and the Rules. The Contractors should also submit the copy of the Migrant Labour License before executing the works.

12.0) **Other Conditions:-** Apart from the terms mentioned herein, you are expected to fulfill all the conditions stipulated under General Conditions of Specification No. CE/MTPS-II/ SE / Civil / OT-69/2021-22.

13.0) **Acknowledgement:-** The receipt of this acceptance letter may be acknowledged to this office.

Yours faithfully,

Encl.: Accepted Price Schedule

Pravin
28/04/22
Chief Engineer,
Mettur Thermal Power Station -II
Mettur Dam - 6.

7/10

Copy to the Superintending Engineer/ Civil / MTPS II.

Encl.: One Accepted Price Schedule.

✓ Copy to the Executive Engineer / Civil / O&M Dn/ MTPS II (2 copies)

Encl.: One Accepted Price Schedule.

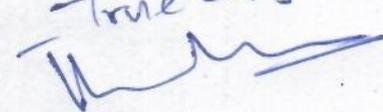
Copy to the Financial Controller / MTPS II. It is requested to ensure the remittance of GST by the firm as per the Accepted Schedule, before making payment to the contractor.

Encl.: One Accepted Price Schedule

True Copy -
[Signature]
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

NAME OF WORK : MTPS II – Civil Circle – Providing GI sheet cladding arrangement on the Southern side of 1255N road to prevent the deposit of fly ash particles emanating from ESP area to the nearby village.

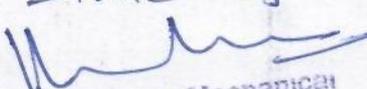
SPECIFICATION NO: CE/MTPS-II/ SE / Civil / OT-69/2021-22.

True copy


ACCEPTED SCHEDULE

Item No.	Qty	Description	Rate in Rs	Unit	Amount in Rs
01	1650.00 m ²	Clearing the jungle growth and collecting the cleared debris of vegetation and disposed to suitable place away from the site as directed by the Engineer at site including all labour charges, hire charges for vehicle, tools and plants, lead, lift, etc., complete.	5.00	1m ²	8,250.00
02	40.00 m ³	Earth work excavation for foundation and depositing on bank with initial lead of 10m and initial lift of 2 m in all types of soil as directed by the Engineer at site, including cost of all labour charges, tools and plants, transport, lead, lift, etc., complete.	80.00	1m ³	3,200.00
03	4.00 m ³	Providing PCC 1:4:8 using 40mm HBG metal for foundation as directed by the Engineer at site, including cost of all materials, labour charges, curing, lead, lift, etc., complete.	3950.00	1m ³	15,800.00
04	19.00 m ³	Providing PCC 1:2:4 using 20 mm HBG metal for foundation as directed by the Engineer at site, including shuttering charges, cost of all materials, labour charges, curing, lead, lift, etc., complete.	7580.00	1m ³	1,44,020.00
05	6800.00 Kgs	Supply, fabrication and placing in position of vertical column posts and inclined struts using ISA 100x100x6 mm, welded with base plate 8mm thick, ISA 25x25x5mm, with vertical posts for fixing the G.I Sheet, the rate includes cost for supply of MS angles, MS base plate and charges for fabrication, aligning, placing in position, erecting the posts, all labour charges, scaffolding charges, welding, bolts and nuts if required, all lead, lift, etc., complete.	91.80	1Kg	6,24,240.00
06	355.00 m ²	Painting the structural steel work with two coats of enamel paint of approved quality and colour over a coat of primer including cost of all materials, labour charges, scaffolding charges, brushes, lead, lift, etc., complete.	170.00	1m ²	60,350.00

07	700.00 m ²	Supplying and fixing of Corrugated G.I Sheet of approved quality with necessary screws including cost of all materials, labour charges, scaffolding charges, lead, lift, etc., complete.	700.00	1m ²	4,90,000.00
08	4.00 m ²	Supplying and fixing of Corrugated transparent fiber Sheet of approved quality with necessary screws including cost of all materials, labour charges, scaffolding charges, lead, lift, etc., complete.	300.00	1m ²	1,200.00
		Value of work portion			13,47,060.00
		ESI @3.25% on 40% of work value			17,511.78
		EPF @13% on 40% of work value			70,047.12
		GST@18.00% on work value + ESI+EPF			2,58,231.40
		Total value including ESI,EPF and GST			16,92,850.30
			(or) Say	Rs.	16,92,850.30

True copy -

 Chief Engineer / Mechanical
 Thermal Stations,
 Tamil Nadu Generation &
 Distribution Corporation Ltd.,
 III Floor / W. Wing,
 44, Anna Salai, Chennai-600 082

M. S. S.
 24/04/22
 Chief Engineer,
 Mettur Thermal Power Station -II
 Mettur Dam - 6.

6/10

486

ANNEXURE-4



Forwarded to the AEE/CM Dn III

EE / Civil / Dn III / MTPS

:: TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LTD ::

From
Er.N.Yamunarani,B.E.,F.I.E.,
Superintending Engineer / Civil,
Mettur Thermal Power Station I,
Mettur Dum - 636 406.

To
M/s.Kannan Earth Movers & Contractor,
5-132, Santhaitanampatti,
Andikarai (Post), Gonor Village,
Mettur (tk), Salem - 636404.

Lr.No. SE / Civil / MTPS I / EA / Specn No.NIL (22-23) / Agt.No. 100 / 22 dt. 02.11.2022.
Sir,

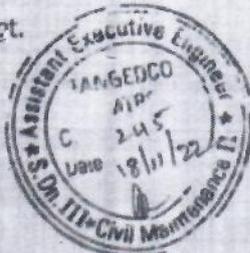
Sub: MTPS I - Civil Circle - Strengthening the existing LAD eastern bund
North east corner, ash removing from edge of the bund to centre portion
for the easy movement of ash water flow through the LAD south east
corner shaft - K-2 Agreement - copy forwarding of - Regarding.

Ref: K-2 Agt. No. SE / Civil / MTPS I / 100 / 2022-23

A copy of K-2 Agreement for the subject work executed in your favour is
enclosed for your ready reference.

The receipt of the copy of K-2 Agreement may be acknowledged.

Encl.: Copy of K-2 Agt.



Yours faithfully,

[Signature]
Superintending Engineer / Civil,
MTPS I / Mettur Dam.

P. D. L.
18/11/22
APD/CM I

Copy to the Executive Engineer / Civil / CM Dn II / MTPS I
Encl.: Copy of K2 Agreement
Copy to the Financial Controller / (APS III) / MTPS I.
Encl.: K2- Agreement in original
EMD & SD are waived

- True Copy -

[Signature]
Chief Engineer / Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
66, Anna Salai, Chennai-600 002

IN THE MATTER OF:

Tamil Nadu Fly Ash Brick and Blocks Manufacturers Association

...Applicant

Versus

Union of India & Ors.

... Respondents

VAKALATNAMA

KNOW ALL TO WHOM these presents shall come that I, K. Kanikannan, the authorized representative of Tuticorin, Mettur - I, Mettur - II, North Chennai - I and North Chennai - II Thermal Power Plants all belongs to TANGEDCO, the Respondent No. (6), (10), (11), (12) and (13) respectively herein, do hereby appoint,

MS. ANUSHA NAGARAJAN
(D/1925-H/2007)

A-35, First Floor, Defence Colony, New Delhi - 110024

Tel: +91-9654116464

e-mail: anusha.nagarajan@anlawchambers.in

to be my/our Advocate(s) in the above captioned case and authorize him/them:-

To act, appear; plead in the above-noted case in this Tribunal or in any other Court or Tribunal in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each court by me/us.

To sign, file, verify and present pleadings, replications, appeals, cross-objections or petition for executions, review, revision, restoration, withdrawal, compromise or other petitions, replies, objections or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stage.
To file and take back documents.

To sign, file, verify and present pleadings, replications, appeals, cross-objections or petition for executions, review, revision, restoration, withdrawal, compromise or other petitions, replies, objections or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stage.
To file and take back documents.

To draw and receive moneys, cheques and grant receipts thereof and to do all other acts which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To sign, file, verify and present pleadings, replications, appeals, cross-objections or petition for executions, review, revision, restoration, withdrawal, compromise or other petitions, replies, objections or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stage.
To file and take back documents.

the undersigned do hereby agree to ratify and confirm acts done by the Advocate or substitute in the matter as my/our own acts as if done by me/us to all intents and purposes. The undersigned do hereby agree not to hold the advocate or his substitute responsible for the said case.

The undersigned do hereby agree to ratify and confirm acts done by the Advocate or substitute in the matter as my/our own acts as if done by me/us to all intents and purposes. The undersigned do hereby agree not to hold the advocate or his substitute responsible for the said case.

And I/We the undersigned do hereby agree that in the event of the whole or any part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he/they shall be entitled to withdraw from the prosecution of the said case until the same is paid up. If any costs are allowed for an adjournment, the Advocate would be entitled to the same. The fee settled is only for the above case and court.

IN WITNESS WHEREOF I/We do here into set my/our hand to these present the contents of which have been understood by me/us on this 14th day of December, 2022.

Accepted; subject to the terms of fees.

ADVOCATES

(Anusha Nagarajan)

14/12/22

CLIENT(S)
Chief Engineer, Mechanical
Thermal Stations,
Tamil Nadu Generation &
Distribution Corporation Ltd.,
III Floor / W. Wing,
44, Anna Salai, Chennai-600 002

:: TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD ::

O/o Director (Generation),
Chennai - 2

Office Order No.Dir(Gen)/CE/M/TS >S/SE/CD/EE2/EE(NI)/F.NGT/D.667/dt.14.12.2022

It is hereby ordered that the Chief Engineer/Mechanical/Thermal Station & Gas Turbine Schemes is authorised for filing Common Vakalatnama and Counter affidavit (for all 5 thermal Power Stations) in which the Chief Engineers of Tuticorin, Mettur – I, Mettur – II, North Chennai –I and North Chennai – II Thermal Power Stations (all belong to TANGEDCO) are respondent nos.(6), (10), (11), (12), and (13) respectively in the O.A.No.878 of 2022 filed before Hon'ble NGT, New Delhi by Tamil Nadu Fly ash Bricks & Blocks Manufacturers Association Vs. GoI & Others.


DIRECTOR (GENERATION)
for Chairman-cum-Managing Director/
TANGEDCO

Service | Counter-Affidavit on behalf of Respondent Nos. 6, 10-13 | OA No. 878 of 2022 | NGT

Aakanksha Bhola <aakankshabhola1@gmail.com>

Sun, Feb 5, 2023 at 6:52 PM

To: advocatenandita@gmail.com, Secy-moef@nic.in, narayanm.up@gov.in, ccb.cpcb@nic.in, tnpcb-chn@gov.in, ceo.ntpl@nlicindia.in

Cc: Anusha Nagarajan <anusha.nagarajan@anlawchambers.in>

Dear Madam/ Sir,

We are concerned for the Respondent Nos. 6, 10, 11, 12, and 13 in the captioned application pending before Hon'ble NGT.

Please find attached, by way of service, advance copy of the common counter-affidavit being filed on behalf of the aforesaid Respondents.

Best Regards,

Aakanksha Bhola, Advocate

O/o

Anusha Nagarajan, Advocate

(Counsel for Respondent Nos. 6, 10, 11, 12, and 13)

 **Final_Fly Ash Counter-Affidavit.pdf**
21170K