

**TAMILNADU GENERATION AND DISTRIBUTION**  
**CORPORATION LTD.**

**SPECIFICATION FOR**

**Supply of Caustic Soda Lye Pure Grade for use in Valuthur GTPS, Kuttalam GTPS and Thirumakottai (K) GTPS and Hydrochloric acid for use in Valuthur GTPS, Kuttalam GTPS and Thirumakottai (K) GTPS**

**(Open Tender Two Part )**

**(E-TENDER)**

**(Through NIC)**

**SPECIFICATION: SE/GTS/OT- 28/2022-23**

**OFFICE OF THE CHIEF ENGINEER  
MTS & GAS TURBINE SCHEMES  
144, ANNA SALAI  
CHENNAI-600 002  
TAMIL NADU.**

**Service Provider: NIC Limited,  
Website for online bid submission  
<https://tntenders.gov.in/nicgep/app>**

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

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the <https://tntenders.gov.in/nicgep/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the portal, prepare their bids in accordance with the requirements and submitting their bids online.

More information useful for submitting online bids on the portal may be obtained at <https://tntenders.gov.in/nicgep/app>.

### **REGISTRATION**

- 1) Bidders are requested to enroll on the e-procurement module of the Tamil Nadu Tenders procurement portal <https://tntenders.gov.in/nicgep/app> by clicking on the link "**on line bidder Enrollment**" which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC 's to others which may lead to misuse.
- 6) Bidder then log in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search operations built in the <https://tntenders.gov.in/nicgep/app> to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc to search for a tender published on the CPP portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable to intimate the bidders

through SMS/e-mail in case there is any corrigendum issued to the tender documents.

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

### **PREPARATION OF BIDS:**

- 1) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which bids documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g PAN card copy, annual reports, auditor certificates etc) has been provided to the bidders .Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS:**

- 1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidder is requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid as a standard BOQ format with the tender document, then the same is to be download and to be filled by all the bidders.

Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected ) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidder's dashboard) will be considered as a standard time for referencing the deadline for submission of the bids by the bidders, opening of bids etc.,. The bidder should follow this during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender Opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking " Freeze Bid Submission" in the portal ), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to <https://tntenders.gov.in/nicgep/app> in general may be directed to the 24X7 Helpdesk of the portal.

#### **SYSTEM REQUIREMENT:**

- i) Operating System - Windows XP-SP3 & above
- ii) Firefox/Internet browser - IE7 and above
- iii) Signing type digital signature
- iv) JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be Downloaded and installed in the system

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level.

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**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.**

**Foreword**

1) Tender Specification No.	<b>SE/GTS/OT- 28 /2022-23</b>
2) Name of the work	E-tender for Supply of Caustic Soda Lye Pure Grade for use in Valuthur GTPS, Kuttalam GTPS and Thirumakottai (K) GTPS and Hydrochloric acid for use in Valuthur GTPS, Kuttalam GTPS, and Thirumakottai (K) GTPS under Two Part Open Tender System.
3) Quantity	57 MT of Caustic Soda Lye and 225 MT of Hydrochloric acid.
4) Method of Tender	e-Tender-System (Online Techno- Commercial Bid and Price Bid) Through: <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
5) Earnest Money Deposit (EMD)	<b>Rs. 50,000/- (Rupees Fifty Thousand only ) to TANGEDCO's Account</b> Account No.: 0911201003004 Name of Bank : CANARA BANK, 800, Electricity Avenue, Anna Salai ,Chennai -2. IFSC Code : CNRB0000911
6) URL for online bid submission for e-tender	<b><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></b>
7) Last date for submission of EMD	<b>04.08.2022 @ 12.00 PM</b> (The EMD amount has to be received in TNEB/TANGEDCO account <u>through e payment, by 2 hours before closing time of tender</u> )
8) Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	<b>04.08.2022 @ 02:00 PM</b>
9) Date & time of opening of tender Electronically	<b>05.08.2022 @ 02:30 PM</b>
10) Specification at website	The tender specification will be placed at TANGEDCO web site ( <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> ) and TN Govt. Website ( <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> ) The prospective bidders may download the same.
11) Documents to be uploaded by the Tenderers during e-submission	Schedules and Annexures and other documents whichever is applicable
12) Clarification to be sought for from	Chief Engineer/MTS & Gas Turbine Schemes, 144, Anna Salai, Chennai-600002, Tamil Nadu.
13) Place at which tenders will be opened	Office of the Superintending Engineer/GTS 3 <sup>rd</sup> Floor/ Eastern Wing, NPKRR Maaligai, 144 Anna Salai, Chennai – 600 002.

**SPECIFICATION NO. 28 /2021-22****(E-tender)****DESCRIPTION**

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SCHEDULE-C	:	Deviation from Commercial Specification
SCHEDULE-D	:	Statement of previous P.Os
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ANNEXURE- I	:	Undertaking towards Jurisdiction of legal Proceedings
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ANNEXURE-III	:	CHECKLIST FOR COMMERCIAL TERMS.
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ANNEXURE -V	:	FORMAT FOR DECLARATION OF INPUT TAX CREDIT
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ANNEXURE -VI	:	BANK GUARANTEE FOR EMD

**SECTION - I**  
**EARNEST MONEY DEPOSIT**

- 1) Tenderer should pay the specified amount towards Earnest Money Deposit as follows:  
Earnest Money Deposit : **Rs. 50,000/- (Rupees Fifty Thousand only)**
- 2) a) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS as mentioned above in 5 of Foreword for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded . The EMD amount has to be received in TNEB/TANGEDCO account **through e-payment, 2 hours before closing time of tender. EMD amount received beyond tender closing time will be summarily rejected.**  
  
b) EMD in the form of irrevocable Bank Guarantee is also acceptable. The irrevocable Bank Guarantee shall be valid for One year. The hard copy i.e. the Original irrevocable Bank Guarantee as uploaded in the E-tender shall be submitted to the O/o Chief Engineer/MTS & Gas Turbine Schemes immediately on tender opening. The Bank Guarantee format shall be as per Annexure-VII.
- 3) The Tenderers who are having valid Permanent EMD with TANGEDCO for an amount of Rs.20 Lakhs and above are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.  
Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD deposited by them even for lesser quantity and value.  
  
If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, obtain a certificate from the CFC/General and enclose copy of the same along with the tender offer as mentioned in Clause-2 above.
- 4) The EMD will not carry any interest.
- 5) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/ Gas Turbine Schemes, after intimation of the rejection/ non-acceptance of their tender is sent to them.
- 6) **Any other mode of payment of EMD other than NEFT/RTGS shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner. EMD may also be paid by Account Transfer.**
- 7) (i) The following categories of Industries are exempted from payment of EMD.
  - a) The Small Scale Industrial Units located within the State and registered with the Tamil Nadu Small Industries Development Corporation.
  - b) The Small Scale Industrial Units registered with the National Small Industries Corporation

- c) The SSI Units holding Acknowledgement issued for entrepreneur memorandum Part-II obtained from the District Industries Centre in respect of those items for which registration certificate /Acknowledgement has been issued.
  - d) Departments of the Government of Tamil Nadu.
  - e) Undertakings and Corporations owned by the Government of Tamil Nadu.
  - f) Labour Contract Co-operative Societies.
  - g) Tiny Industries classified as S.S.I. registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu in respect of those items covered under Registration Certificate.
  - h) Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation in respect of those items covered under Registration Certificate.
  - i) UAM submitted by bidders may also be considered for EMD exemption.
  - j) Micro and small scale industries registered in Udyam Portal are also exempted.
  - k) The existing enterprises registered prior to 01.07.2020 and having NSIC, EM Part II, Udyog Aadhaar Memorandum etc., are also eligible to avail EMD exemption subject to the other terms of specification, since the validity of NSIC, EM Part II, Udyog Aadhaar Memorandum etc., are extended up to 31.12.2021 by Government of India, Ministry of MSME provided that tender will be opened on or before 31.12.2021.
  - l) SSI units registered on or after 1.7.2020 can submit Udyam registration certificate which is also eligible for EMD exemption
  - m) The existing registration of SSI units such as NSIC certificate, UAM, EM Part II etc are valid only up to 31.12.2021. The bidder being SSI units have to upload Udyam Registration Certificate for having registered for tendered item for the tenders.
  - n) Udayam registration alone is valid to exempt from EMD payment for the tenders to be opened on or after 01.04.2022
- 7) SSI units having provisional registration Certificate are not eligible for exemption, from payment of EMD.
- 8) Those tenderers who are exempted from payment of EMD will have to pay as penalty an amount equivalent to EMD along with costs if any, in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract i.e. in all cases where EMD paid will be forfeited. The GST applicable shall also be paid by the bidder to TANGEDCO.
- 9) Small Scale Industries registered within the State of Tamil Nadu shall upload duly attested Photostat copy of their Entrepreneur Memorandum Part-II and acknowledgement for the Entrepreneur Memorandum Part-II issued by DIC, subject to the material tendered has been furnished in Format-II or the photocopy of valid registration certificate issued by NSIC for small scale industrial unit for subject materials specifying capacity for which they are permitted to manufacture and the period of validity of the certificate as proof of eligibility for exemption of EMD.



10) Others viz. Central and other State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.

11) The tenderers shall upload the audited attested copy of Profit and Loss account, Balance Sheet along with the proof for exemption from payment of EMD.

In case the investment held by the tenderer in Plant and Machinery as per their financial statement of Accounts exceeds Rs.5 Crores, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager/District Industries Centre concerned, the exemption from paying EMD for SSI Units will not be extended.

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

- i) The e-receipt of payment of EMD through NEFT/RTGS.**
- ii ) The proof of Permanent EMD Holder.**
- iii) The documents in support of investment held in plant and machinery.**

iv) The Earnest Money Deposit/ Permanent EMD made made by Tenderer will be forfeited if:

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

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## **SECTION – II**

### **BID QUALIFICATION REQUIREMENTS (BQR)**

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

- 1) The bidder should have supplied the tendered chemicals to Central / State / Private sector **(or)** TNEB **(or)** PSU of Govt. of India or State **(or)** Government organization **(or)** Government undertakings in India during the last ten years, on the date of tender opening and shall furnish a list of various P.O placed on them by the above organizations. Necessary documentary evidence in proof of having executed the orders by the above organization in the form of P.O. / Work order from the above P.O list quoted shall be furnished.
- 2) The bidder should furnish an end user certificate from one or more end users for having satisfactorily supplied the stipulated quantity specified in any of the Purchase orders placed on them by the above organizations. If the Purchase Order/ Work order for the supply of chemicals has been placed on the bidder by TANGEDCO/TANTRANSCO, then the bidder shall furnish copy of such purchase order and necessary performance certificate will be obtained by TANGEDCO internally by the Tender placing authority.
- 3) The Annual Turnover of the bidder should be more than Rs.14 Lakhs (Rupees Fourteen Lakhs only) in any one of the 3 financial years viz; 2018-19, 2019-20 and 2020-21. The tenderer shall furnish either the Annual Turn Over Certificate for above 3 years certified by Chartered Accountant or Annual statement of Accounts (i.e.) Profit & Loss Accounts and Balance Sheet for the above 3 years certified by Chartered Accountant in support of Annual Turn Over or attested copy of Income Tax return filed or attested copy of enlistment certificate issued by NSIC containing turnover details.
  - **Bidders should enclose documentary evidence attested by gazette officer/notary public in support of all the Bid Qualification Requirements along with their offer.**
  - **The Bidders not satisfying any of the above "Bid Qualification Requirements" will be summarily rejected.**

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**SECTION - III**  
**REJECTION OF TENDERS**

- I.** Tender will be SUMMARILY rejected if
- (a) The EMD requirements are not complied with as specified in Section I.
  - (b) Bid Qualification Requirements as specified in Section II are not complied with.
  - (c) If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.
- II.** Tender is LIABLE to be rejected, if it is:
- (a) Not covering the entire scope of supply of materials
  - (b) With validity period less than that stipulated in this specification.
  - (c) Not in conformity with TANGEDCO's Commercial terms and Technical Specifications (Section – V, VI & VII ).
  - (d) Not properly signed by the tenderer.
  - (e) Received from a tenderer who is directly or indirectly connected with Government Service or TANGEDCO & TANTRANSCO Service or Service of local authority.
  - (f) From any black listed Firm or Contractor.
  - (g) Received by Telex/Telegram / E-Mail /fax.
  - (h) From a tenderer whose past performance/Vendor rating is not satisfactory.
  - (i) Not containing all required particulars as per Schedule - A to E and Annexures I to VI.
  - (j) Received after the expiry of the due date and time.
  - (k) Offer submitted without GSTIN is liable for rejection.

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## **SECTION - IV**

### **INSTRUCTION TO TENDERERS**

The tender is in Two Part System (a) Technical Bid with Commercial terms but **without** Price Bid and (b) Price Bid in accordance with Commercial terms. All the tenders shall be prepared and uploaded strictly in accordance with the instructions set forth herein.

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

THE TENDERERS WHO DO NOT FULFIL THE "BID QUALIFICATION REQUIREMENT " AS PER SECTION-II **NEED NOT** PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE **SUMMARILY REJECTED.**

**All the documents submitted by the tenderer shall be serially numbered.**

#### **2.0. SCOPE OF SUPPLY:**

Supply of Caustic Soda Lye Pure Grade for use in Valuthur GTPS, Kuttalam GTPS and Thirumakottai (K) GTPS and Hydrochloric acid for use in Valuthur GTPS, Kuttalam GTPS and Thirumakottai (K) GTPS under Two Part Open Tender System.

#### **3.0 SUBMISSION OF TENDER OFFER:**

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

#### **4.0 SUBMISSION OF TENDERS:**

4.1.1 The Tender Offer consisting of Schedules-A to E, and Annexures I to VI should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.

4.1.2 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, certified copies of which shall be enclosed.

- 4.1.3 Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc., to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

**5.0 Modifications/Clarifications to Tender Documents:**

- 5.1.1 At any time after the issue of the tender documents and before the opening of the tender, TANGEDCO may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned vendors through corrigendum which can be down loaded from the vendor login..
- 5.1.2 In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the CE/MTS & GTS/TANGEDCO/Chennai-2 will clarify the same.
- 5.1.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/MTS & Gas Turbine Schemes, TANGEDCO, Chennai-600 002 on the clarifications will be final and binding on the Tenderer.
- 5.1.4 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 5.1.5 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwritings except as necessary to correct errors made by the tenderer.
- 5.1.6 Any and all the exemption, which the bidder may take to any of the clauses with specification shall be clearly outlined in the schedule of deviations enclosed in the Schedules B&C, failing which the offer will be deemed to conform fully to the Technical specification and general terms and conditions.

**6.0 ALTERNATIVE TENDERS:**

Bid should be submitted as per indent of the tender Documents, as alternative offers are liable to be rejected.

**7.0 QUOTATION OF RATES:**

Rates should be quoted figures i.e., integers only.  
Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.

**8.0 PRINTED TERMS AND CONDITIONS IN TENDERS:**

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

**9.0. INCOMPLETE TENDERS:**

Tender, which is incomplete, obscure or irregular is liable for rejection.

## **10.0 AMBIGUITIES IN CONDITIONS OF TENDERS:**

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

## **11.0 DISQUALIFICATION OF TENDERS:**

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

Tenderers shall bear all costs associated with the preparation of e-tender and the purchaser will in no case be responsible or liable for these costs.

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

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

## **12.0 TENDER OPENING:**

### **OPENING OF BID**

The Tender offers inclusive of price will be opened electronically at 14.30 Hrs on the date notified at the Office of the Superintending Engineer/ Gas Turbine Schemes 3<sup>rd</sup> Floor, Eastern Wing, NPKRR Maaligai, 144, AnnaSalai, Chennai- 600002 through <https://tntenders.gov.in/nicgep/app> in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

## **13.0 INFORMATION REQUIRED AND CLARIFICATIONS:**

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

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

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

After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.

Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANGEDCO for rejection of his offer, except as mentioned in Clause-11.0. The TANGEDCO shall always be at liberty to reject or

accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANGEDCO.

#### **14.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:**

- 14.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and the amendments thereof.
- 14.2 The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 14.3 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:
  - (a) The quoted price will be corrected for arithmetical errors.
  - (b) Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside Tamilnadu.
  - (c) The offers will be evaluated without extending price preference to domestic SSI units and Public Sector Undertaking of the Government.
  - (d) The evaluation shall include material cost, erection, applicable GST as per norms, freight & insurance, packing & forwarding etc, The rate of CGST,SGST&IGST applicable in percentage shall be indicated in the offer alongwith HSN code and SAC code.
- 14.4 The rates quoted by the eligible lowest tenderer in the open tender shall be compared with the prevailing market rate and the previous rates and if the Tender Accepting Authority is of the view that the quoted rates are too high the rates will be negotiated and the rate will be determined. All eligible bidder who accept the rate shall be enlisted.

#### **15.0 PURCHASE PREFERENCE:**

Purchase preference may be extended to the Domestic enterprises, Government departments, Public Sector Undertakings, Statutory Boards and other similar institutions as per the provisions in 30-A & 30-B of Tamil Nadu Transparency in Tender Rules 2000.

##### **PURCHASE PREFERENCE TO DOMESTIC ENTERPRISES:**

Up to twenty five percent of the total requirement in the procurement may be awarded to domestic enterprise, not being the lowest tender, in respect of only goods manufactured or produced or services provided or rendered by them, if the following conditions are satisfied-

- (a) the lowest tenderer is not a domestic enterprise;
- (b) the preferential award shall be extended only to the lowest tender among the domestic enterprises who are substantially responsive and technically qualified; and
- (c) Such domestic enterprise is willing to match the price of the lowest tender.

**PURCHASE PREFERENCE TO GOVERNMENT DEPARTMENTS, PUBLIC SECTOR UNDERTAKINGS, STATUTORY BOARDS AND OTHER SIMILAR INSTITUTIONS:**

Up to forty percent of the total requirement in the procurement may be awarded to Government departments, Public Sector Undertakings, Statutory Boards and other similar institutions as may be notified by the Government, in respect of only of goods manufactured or produced or services provided or rendered by them, if such tenderer is willing to match the price of the lowest tender."

**16.0 VALIDITY:**

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

**17.0 RIGHTS OF THE BOARD:**

Notwithstanding any thing contained in this Specification, the TANGEDCO reserves the rights :

- (a) to recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall be forfeited.
  - (b) to cancel the orders for not keeping up the delivery schedule.
  - (c) to vary the delivery period based on the requirement and contingencies at the time of placing the Purchase order.
  - (d) to accept the lowest eligible tender.
  - (e) to reject any or all the tenders or cancel without assigning any reasons therefore.
  - (f) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.
- 17.1 The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.



**18.0 DEVIATIONS :**

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

No alternate offer will be accepted.

**19.0. BAR OF JURISDICTION:**

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

**20.0 APPEAL:**

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

**21.0** a) GSTIN Number: The tenderers are requested to furnish their GSTIN Number in the offer.

b) Permanent Account Number (PAN) Registration Number:

The tenderers are requested to furnish the Permanent Account Number in their offer.

**22.0** The tenderer who is an industrial company shall state clearly whether the company is a potentially sick Industrial Company in terms of Section 23 or **25 of the sick Industrial Companies act 1985.**

**23.0** The tenderers are requested to co-operate and co-ordinate with other suppliers, if any, and TANGEDCO officials for the successful erection & commissioning of the stack monitoring system.

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## **SECTION - V**

### **SECTION V - COMMERCIAL**

#### **1.0 SCOPE:**

The scope of supply includes supply of Caustic Soda Lye Pure Grade for use in Valuthur GTPS, Kuttalam GTPS and Thirumakottai (K) GTPS and Hydrochloric acid for use in Valuthur GTPS, Kuttalam GTPS and Thirumakottai (K) GTPS.

#### **2.0 PLACING OF ORDERS :**

It is not binding on the TANGEDCO to accept the lowest or any tender. The TANGEDCO reserves the right to split and place orders for the items with different tenderers and for revising the quantities at the time of placing the orders. The TANGEDCO reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents.

The award of contract will be issued to the successful tenderer with all TANGEDCO's terms and conditions, duly indicating the approved unit rates and the approximate quantity allotted to them. The approved rates will be FIRM and valid for the entire contract period.

#### **3.0 PRICE :**

The Tenderers are requested to quote FIRM price only and variable price will not be accepted. The prices shall be kept firm for the period of 12 months from the date of issuance of order.

The prices quoted should be Unit all inclusive price including Goods and Service tax applicable, Packing and Forwarding, Freight and Insurance charges to cover transit risk and storage at site for 90 days, delivery at TANGEDCO premises at the respective gas Turbine Power Stations and unloading at site and should be all inclusive of unit price for supply including GST. A format for price is given in Schedule 'A'.

All expenses to be incurred by contractor are required to be included to the extent they are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value.

**The successful bidder will have to furnish a declaration in the format specified to pass on the benefit of ITC (Input Tax credit) in the price to TANGEDCO along with price bid. In the event of bidder furnishing Nil ITC benefit, the same should be supported with certificate from Chartered accountant. The format for ITC declaration is enclosed as Annexure –V.**

#### **4.0. GOODS AND SERVICES TAX [GST] :**

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

The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC). In case of delayed delivery, the GST prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment. It is the responsibility of the bidder to make sure about the correct rates of duty levied to the material at the time of tendering. If the rates assumed by the Bidder are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake. If the rates assumed by the bidder are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

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

The GST norms are as applicable as per the G.Os & notifications of State Government & Central Government of INDIA.

**The bidders are requested to furnish the GST registration certificate with their offer.**

**The bidders should have registered under GST Act and furnish GSTIN. In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.**

**The tenderers are requested to quote the GST applicable along with HSN code/ SAC code as per GST norms.**

**GST will be applicable on Liquidated damages and earnest money deposit/Security deposit forfeited, if any arises.**

**TDS under GST is applicable at the rate of 2% on each and every invoice of the contact**

#### **4.1 Tax Deducted at Source under GST (TDS):**

1. As per Central Government notification No.50/2018 dt.13.9.18, the provisions of Tax Deducted at Sources (TDS) under GST as per Section 51 of the CGST Act, 2017 shall come into force. Accordingly, in every invoice, tax at the rate of 2% (CGST 1% and SGST 1%) will be deducted as TDS under GST before releasing the payment.
2. For the payment exceeding Rs.50 Lakhs, 0.1 % of such sum exceeding Rs.50 Lakhs as TDS under Section-194Q of IT Act will be deducted. The supplier of goods is required to furnish the PAN to TANGEDCO for making the payment. In case the suppliers do not have PAN, TANGEDCO is required to deduct tax at higher rate as per the provisions of section 206AA.
3. In case of specified person i.e., Any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.
4. On purchase of goods/materials, TANGEDCO shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s.206C(1H). TDS u/s 194Q is also applicable on the advance paid for purchase of goods.
5. In case of works contract wherein supply and erection portions are separable, the value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194Q. On the other charges i.e. erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply.
6. The above provisions comes into effect from 01.07.2021 onwards and hence no TCS under Section 206C(1H) has to be paid by TANGEDCO on purchase of Goods. Accordingly, TANGEDCO will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for the supplier to submit the declaration format in **Annexure VI** to determine the applicability of TDS rate u/s 206 AB.
7. In case any procurement of goods/materials are made by TANGEDCO from overseas supplier and the payment is not taxable to the overseas supplier in India, the TDS under section 194Q will not apply.

#### **5.0. INSURANCE:**

Contracting firms shall arrange insurance for the equipment and all its accessories being supplied by them, through any of the Authorised Insurance Companies. The supplied material shall be insured to cover transport (from Warehouse) 90 days storage risk at site and erection insurance. The damages, if any, during transit will be reported within 30 days of receipt of materials. It will be the responsibility of the successful tenderer to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from Insurance, Under-writers/Carriers.

## **6.0. PACKING AND FORWARDING:**

The tendered material shall be securely packed and despatched, freight paid, duly insured, at supplier's risk and cost. The packing may be in accordance with the manufacturer's standard practice. The supplier is responsible for ascertaining the facilities that exist for Road Transport to site. Each package shall be clearly marked and contain detailed packing list, such as gross weight, net weight etc. The supplier is solely responsible for any loss or damage during transport. The despatch of materials shall be made only after the approval of test certificates by the TANGEDCO. The equipment / Materials shall be unloaded at Destination Stores/Sites by the supplier free of cost.

## **7.0 PAYMENT:**

Payments will not be made for equipments/materials damaged during transit. All defective materials shall be replaced by the successful tenderer free of charge.

Payments for the supplies will be made by online through any one of the Nationalized Banks/Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu. The bank charges involved in making the payment will be to the account of the Tenderer.

### **a. For Materials supplied within the delivery period**

"100 % Payment will be made with a time period of 45 days from the date of receipt of material in good condition at site. In the event of TANGEDCO failing to keep the stipulated time frame for releasing payment, simple interest for the delayed payment shall be paid by TANGEDCO to the vendors/contractor at the rate of Three Months Marginal Cost Lending Rates (MCLR) of State Bank of India for the delayed period beyond 90 days".

### **b. For materials supplied beyond the delivery period**

"100% of the all inclusive price of materials including taxes and duties will be paid after deducting applicable liquidated damages and other recoveries, if any, within a time period of 45 days after the receipt of materials at site in good condition and submission of bills in duplicate with required documents".

For the delayed payments if any, TANGEDCO will not pay any interest on any account.

In case of delay in supply, the materials will be accepted subject to the following conditions.

- (a) There should be no declining trend in prices.
- (b) Payment will be released as per the recent purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damage for belated supplies.
- (c) TANGEDCO reserves the right to accept or reject the delayed supplies without assigning any reason therefore and take action as per the other terms and conditions of this specification.

The bills for payment will be passed only after the approval/acceptance of the following:

- a) Combined Security Deposit cum Performance guarantee.
- b) Test Certificate.
- c) Undertaking towards Jurisdiction for legal proceedings.

In case of non filing of GSTR1 by the supplier/contractor, the release of EMD, SD cum PG and retention money will be withheld by TANGEDCO.

The supplier should despatch only after getting despatch instruction. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches. TDS under GST is applicable in the proposed contract @ 2% on each & every invoice of contract.

**7.1** The Tenderer has to furnish the following details of the Bank account to which the payment has to be credited.

1. Name of the Account Holder
2. Name of the Bank
3. Name of the Branch
4. Account No.
5. IFSC code of the Branch

#### **8.0. COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :**

8.1 The successful tenderer will have to furnish **5%** of the total order value, as **Combined Security Deposit cum Performance Guarantee** by means of D.D./Bankers Cheque/ irrevocable Bank Guarantee as detailed below. The Security deposit cum Performance guarantee will include the Earnest Money deposit already paid. In case of bank Guarantee, it should be a single Bank Guarantee.

**The Combined Security Deposit cum Performance Guarantee shall be returned to the supplier after the expiry of guarantee period ensuring that defects/ damages during the guarantee period are rectified/ replaced.** If the purchaser incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the **Combined security deposit cum Performance guarantee** and such amount that is appropriated will not be refunded to the supplier.

**The successful tenderer will have to furnish the Security Deposit cum Performance Bank Guarantee within 30 days from the date of receipt of Purchase order.**

Failure to comply with the terms regarding **Combined security deposit cum Performance Guarantee** set out in the purchase order within the stipulated time of the successful tenderer will entail in the cancellation of the purchase order without any further reference to the supplier

No tenderer is exempted from payment of Security Deposit cum Performance Guarantee.

The performance guarantee shall cover additionally the following guarantees to TANGEDCO.

a)The contractor guarantees the successful and satisfactory operation of the materials supplied, as per the Specification and documents.

b)The contractor further guarantee that, the material supplied and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from TANGEDCO fully rectify free of expenses to the Board such defects as developed under the normal use of the said materials within the period of guarantee specified in the relevant clauses of this Specification.

#### **9.0 DELIVERY:**

The time is the essence of this contract. The delivery period and mode of despatch should be clearly specified. The supply period will be for a period of one year from the date of receipt of Purchase order by the successful tenderer. The offers from ready stock are preferable. The supply of the specified quantities as required by the Gas Turbine Power stations has to be made to the respective Gas Turbine Power Stations and shall be effected within 15 days after receiving the delivery schedule from the Superintending Engineers of VGTPS, T(K)GTPS & KGTPS respectively

9.1 TANGEDCO reserves the right to cancel the quantities not supplied as per delivery schedule.

9.2 TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.

9.3 To ensure sustained supply without any interruption, TANGEDCO reserves the right to place orders among more than one tenderer.

9.4 The TANGEDCO will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the indent, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TANGEDCO in addition to the liquidated damages for delay, the actual difference in price whenever the TANGEDCO orders the delayed quantity to be supplied / executed by other agencies at higher rate.

9.5 The delivery period will be reckoned from the date of receipt of dispatch instruction by the concerned Superintending Engineers of Gas Turbine Power Stations

9.6 The actual date of receipt of each material will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.

9.7 It is the responsibility of the supplier to give 7 days advance information for despatch of materials and other obligations under the terms and conditions of this contract in order to deliver the materials within the contractual delivery period quoted /agreed wherever applicable.

9.8 The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.

**10.0. E-Way Bill** is an electronic document to be generated to cover movement of goods more than ₹1,00,000 and such generation needs to be done in e way bill portal. Consequently, transporters of goods are required to

carry an e way bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, integrated tax and cess charged, if any. But it will not include value of freight charges for the movement charged by the transporter.

It is the responsibility of contractor to ensure the delivery at the destination stores/sites of TANGEDCO. Therefore, it is the responsibility of the contractor or their transporters to generate e way bill before transporting goods for delivery at TANGEDCO's premises.

#### **11.0 LOSS OR DAMAGE:**

11.1 External damages and/or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within one month from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced/rectified by the supplier, free of cost as per the Clause of Replacement of Defective/Damaged materials of this specification.

11.2 If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account or require the supplier to replace the defective goods, free of cost.

11.3 Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.

11.4 In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, Excise duty and Sales Tax (if payable) and other charges payable thereof will be paid only proportionate to the value of materials received in good condition, unless the damaged goods or short supplies are made good free of cost by the suppliers.

11.5 For all legal purposes, the materials shall be deemed to pass into the TANGEDCO's ownership at the destination Stores, where they are to be delivered and accepted.

#### **12.0 LIQUIDATED DAMAGES AND PENALTY:**

12.0 The delivery as specified should be guaranteed by the supplier under the liquidated damages clause given below:

If the supplier fails to deliver the equipments/materials within the time specified in the contract or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT (0.5%) of the contract price of the undelivered equipments/materials for each completed week of delay. The total liquidated damages shall not exceed TEN PERCENT (10%) of the contract price of the equipments/materials so delayed. Only the date of actual receipt of



materials at stores will be reckoned as date of delivery for this purpose. It should be noted that if a contract is placed on the higher tenderer in preference to the lowest acceptable tender in consideration of the offer of earlier delivery, the said contractor will be liable to pay the Board the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies in terms of such contract within the delivery period specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.

12.1 Equipment will be deemed to have been delivered only when all its component parts and its accessories are also delivered. If certain components and accessories are not delivered in time the whole equipment will be considered as delayed unless, the missing parts are delivered. The Liquidated damages will also be levied for the quantity not supplied as is done for the delayed supplies. If supplies effected in part which could not be beneficially used by the TANGEDCO (due to such incomplete supply), liquidated damage will be worked out on the basis of entire contract price of the such whole units which could not be beneficially used and not on the value of delayed portion.

12.2 If supplies to be rendered are made by the supplier beyond the period of delivery and they are accepted by the Board, such acceptance is without prejudice to TANGEDCO's right to levy liquidated damages for the delay in supply.

12.3 If the ordered materials are not delivered, the purchaser shall recover from the supplier, as liquidated damages a sum equal to TEN PERCENT (10%) of the contract price of the equipments/materials undelivered besides forfeiture of security deposit.

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

12.5 Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.

12.6 If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.

### **13.0 FORCE MAJEURE:**

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

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

**14.0 GUARANTEE:**

14.1 The entire materials should be guaranteed for the satisfactory usage for a period of 12 months from the date of receipt of materials in good condition

14.2 Any defects noticed during this period shall be rectified free of cost to TANGEDCO within 2 (Two) months from the intimation of defect/failure. Irrespective of number of failures and repairs, the successful tenderer shall be responsible for free replacement of the defective materials. If they are not rectified or replaced within this period the contractor shall pay Liquidated Damages as per Liquidated Damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures.

14.3 The incidental expenses, insurance and freight charges for the replacement of defective materials within the guarantee period and till such time it serves a continuous period of 12 (Twelve) months as said above after last repairs shall also be borne by the successful tenderer

**15.0. REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:**

Notwithstanding anything contained in Liquidated Damages clause of this contract, where the whole or part of the materials supplied by the supplier are found to be defective or damaged or are not in conformity with the contract, such defects or damages in materials supplied shall be rectified either at the point of destination or at the supplier's works at the cost of the supplier against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within one month on receipt of intimation from the TANGEDCO of such defects or damages. If the defects or damages are not rectified or replaced within this period, the Tenderer shall pay a sum towards liquidated damages as per the liquidated damages clause above for the delay from the date of receipt of intimation of the defects or damages.

In the event of supplies being received, damaged or short at the destination stores, the cost of such materials will be paid, only proportionate to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost to the TANGEDCO by the supplier.

If during the period of supply, it is found that goods already supplied are defective in materials or workmanship or do not conform to the contract or are unsuitable for the purpose for which they are purchased then it will be open to the TANGEDCO, either to reject the goods and repudiate the entire contract and claim such loss that the TANGEDCO may suffer on that account or require the Tenderer to replace the defective goods free of cost.

Similarly, if during the guarantee period stipulated under guarantee clause, subsequent to the date of receipt of the goods, any of the good be found defective in materials or workmanship, or do not conform to the contract or are unsuitable for the purpose for which they are purchased then it will be open to the TANGEDCO either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and require the Tenderer to replace

the balance or pay compensation to the extent of the loss sustained by the TANGEDCO on that account.

**16.0.FAILURE TO EXECUTE THE CONTRACT:**

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

**17.0. NON-ASSIGNMENT:**

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

**18.0. EFFECTING OF RECOVERIES:**

Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the supplier from the TANGEDCO from this Contract as well as from other contracts.

**19.0. INCOME TAX**

Tenderers shall furnish their Permanent Account Number (PAN) in their offer or other relevant documents without fail.

**20.0. PATENT RIGHTS ETC :**

The supplier shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the supplier other than for the purpose indicated by or reasonably to be inferred from the specification.

**21.0. ARBITRATION:**

The TANGEDCO will not accept any arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provisions of Arbitration and Conciliation Act 1996 in the event of any dispute between the parties.

**22.0. DEVIATIONS FROM SPECIFICATION:**

No deviations in commercial and Technical terms shall be acceptable. If any of the bidders who have taken deviations in the commercial terms and withdrawn their commercial deviations subsequently, they will not be allowed to submit any supplementary price bid for their withdrawal of deviations in commercial terms and conditions.

**23.0. TEST CERTIFICATES:**

The Tenderer should furnish the test certificate along with supply. The materials may be rejected if the test results are not satisfactory.

**24.0 RESPONSIBILITY:**

The tenderer is responsible for safe delivery of the materials at the destination stores. The tenderer should include and provide for packing and secured protection of the materials so as to avoid damages or loss in transit.

**25.0. MAXIMUM WEIGHTS AND DIMENSIONS OF PACKINGS:**

The supplier is responsible to make sure about the facilities that exist for Road and Rail transport to site, the maximum packages which can be conveyed by the railways and crane lift available at the destination Railway station. The supplier is also responsible for any loss or Damage during transport and storage for 60 days.

Each case or package should be clearly marked and should contain detailed packing list.

**26.0. INSPECTION:**

The authorized representatives of the purchaser shall have access to the supplier's or sub-vendor's works at any time during working hours, for the purpose of inspecting the manufacture of the materials and for testing the selected samples from the materials covered by this specification. The supplier or the sub-vendor shall provide facilities for the above.

Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address to enable inspection by TANGEDCO if considered necessary.

Not less than 15 days advance intimation shall be given about the quantity of materials that will be ready for inspection and testing by the TANGEDCO's Officers/Third Agency authorized by the TANGEDCO. The arrangement for inspection and testing shall be made by suppliers in such a way that the delivery schedule is kept up. The materials must be despatched only after obtaining approval of test reports and dispatch instructions from TANGEDCO.

**27.0. COMPLETENESS OF TENDER:**

The tender should be completed with all details of illustrative and descriptive literature and drawings. The tenderers shall furnish the complete technical details of the equipment. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The tenderer should include all minor accessories even though not specifically mentioned in this specification but which are essential for the completeness of the materials ordered. The tenderer shall not be eligible for any extra charges in respect of such minor accessories though not included in the tender.

**28.0 QUANTITIES:**

Sl. No.	Description	Total Qty.
1	<p>Caustic Soda Lye as 100% NaOH basis</p> <p><b>Technical Specification:</b></p> <p>Caustic Soda Lye as per IS 252/1973 reaffirmed 1991, Rayan Grade, Mercury Free Colourless 100% NaOH basis (Solution minimum concentration 48%)</p> <p>Each tanker will be weighted in authorized weigh bridge. A quantity of <math>\pm 0.5\%</math> difference in weight and <math>\pm 0.5\%</math> unit difference in concentration of ordered quantity shall be accepted at the same price and terms and conditions.</p> <p>The supply of the specified quantity has to be made to the respective Gas Turbine Power Stations and shall be effected only after receiving the delivery schedule from the Superintending Engineers of VGTPS, T(K)GTPS &amp; KGTPS respectively</p> <p><b>VGTPS – 15 MT , KGTPS – 12 MT &amp; T(K)GTPS – 30 MT</b></p>	57 MT
2.	<p>Hydrochloric acid (Hcl) - Purity 30% to 33% concentration, Technical grade colourless liquid as per IS 265 of 1976 &amp; reaffirmed in 1993</p> <p>The supply of the specified quantity has to be made to the respective Gas Turbine Power Stations and shall be effected only after receiving the delivery schedule from the Superintending Engineers of VGTPS, T(K)GTPS &amp; KGTPS respectively</p> <p><b>VGTPS – 35 MT, KGTPS – 40 MT &amp; T(K)GTPS – 150 MT</b></p>	225 MT

The quantities mentioned above are only tentative. The purchaser reserves the right to revise the quantities at the time of placing the order.

**29.0 CLIMATIC CONDITIONS:**

The materials are for use in Tamil Nadu and should be satisfactory for operation under tropical conditions in Tamil Nadu.

- The ambient temperature will be within the range of + 10 Degree Centigrade to + 50 Degree Centigrade.
- The altitude will be less than 1000 meters.
- The maximum atmospheric humidity will be in the range of 95%.
- Average Number of thunder storm days per annum is 65.
- Average Number of dust storm days per annum is 5.
- Average Number of rainy days per annum is 65.
- Average annual rainfall is 100 cm.
- The climatic conditions are prone to wide variation in ambient condition and equipments offered under this specification shall be suitable for installation at any of the Sub-Stations in Tamil Nadu.

i) All electrical devices shall be given tropical and fungicidal treatment. Fog, smoke and mild acids are also present in the atmosphere.

**30.0 RECOVERIES OF DUES:**

The TANGEDCO is empowered:

(a) To recover any dues against this contract in any bills/ Security Deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with TANGEDCO.

(b) To recover any dues against any other contract of the suppliers with TANGEDCO, with the available amount due to the suppliers against this contract.

**31.0 PAST PERFORMANCE:**

The intending tenderers shall furnish the documentary evidence with details of various Purchase Orders/placed on them during the last ten years as on the date of Tendering in the proforma enclosed to the Tender Specification

The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the Tenderers in future.

**32.0. RAW MATERIALS:**

It is the responsibility of the tenderer to make his own arrangement to procure the necessary raw materials required for the manufacture.

**33.0 JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT)**

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, Madras, City Civil Court at Chennai or at the Court of small causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action might arise within the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a 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 action might arise within the jurisdiction of such courts. The successful tenderer shall furnish an undertaking in a non/Judicial stamp paper of Rs.80/- agreeing to the above condition.

**34.0. DEATH, BANKRUPTCY ETC.:**

If the Tenderer shall die or commit any act of Bankruptcy or being a corporation/company commence to be wound up except for reconstruction purposes or carry on its Business under a receiver, the executors, successors or other representative in law of the estate of the Tenderer or any such receiver, liquidator or any person in whom the tender may become vested, shall forthwith

given notice thereof in writing to TANGEDCO and shall given for one month, during which, he shall take all reasonable steps to prevent stoppage of the works, have the option of carrying out this tender subject to his/or their providing such guarantees as may be required by TANGEDCO but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works the period of option under the clause be fourteen days only. Provided that, should the above option be not exercised, the tender may be terminated by TANGEDCO by notice in writing to the Tenderer. And the same power and provisions reserved to TANGEDCO on the taking of the work out of the Tenderer's hands shall immediately become operative.

### **35.0. COMPLETENESS OF TENDER:**

The tender should be complete with all details of illustrative and descriptive literature and drawings. The tenderers shall furnish the complete technical details of the equipment. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The tenderer should include all minor accessories even though not specifically mentioned in this specification but which are essential for the completeness of the materials ordered.

The tenderer shall not be eligible for any extra charges in respect of such minor accessories though not included in the tender.

### **36.0 SIGNATURE OF TENDERERS:**

The Tender must contain the name, residence and place of business of the person or persons making the tender and must be signed and sealed by Tenderer with his usual signature.

A tender by a partnership concern must furnish the full names of all partners. It should be signed by one of members of the partnership or by an authorized representative followed by the name and designation of the person or persons signing.

Tenders by corporations/companies must be signed with the legal names of the corporations/companies by the President, Secretary or any other person or persons authorized to bind the corporation/company in the matter.

\*\*\*\*\*

## **SECTION VI- TECHNICAL**

### **TECHNICAL SPECIFICATION**

The specification is towards , supply of Caustic Soda Lye Pure Grade for use in Valuthur GTPS, Kuttalam GTPS and Thirumakottai (K) GTPS and Hydrochloric acid for use in Valuthur GTPS, Kuttalam GTPS and Thirumakottai (K) GTPS

#### **I. Caustic Soda Lye as 100% NaOH basis**

##### **Technical Specification:**

Caustic Soda Lye as per IS 252/1973 reaffirmed 1991, Rayan Grade, Mercury Free Colourless 100% NaOH basis (Solution minimum concentration 48%) Each tanker will be weighted in authorized weigh bridge. A quantity of  $\pm 0.5\%$  difference in weight and  $\pm 0.5\%$  unit difference in concentration of ordered quantity shall be accepted at the same price and terms and conditions.

**VGTPS – 15MT , KGTPS – 12 MT & T(K)GTPS – 30 MT**

#### **II. Hydrochloric acid**

##### **Technical Specification**

Hydrochloric acid (HCl) - Purity 30% to 33% concentration, Technical grade colourless liquid as per IS 265 of 1976 & reaffirmed in 1993

**VGTPS – 35MT, KGTPS – 40 MT & T(K)GTPS – 150 MT**

\*\*\*\*\*



**SECTION – VII – FORMATS**  
**SPECIFICATION NO. SE/GTS/OT-28**  
**SCHEDULE – A**  
**PRICE**  
**PRICES IN RUPEES**

Sl. No.	Description of material	Qty.	Ex-works Price (Firm) in Rs.	P&F in Rs.	F&I in Rs.	GST applicable in %	Per unit All inclusive FOR (D) Price including Taxes, P&F and F & I charges in Rs.
1	Supply of Caustic Soda Lye as detailed in Section VI – Technical Specification. VGTPS – 15 MT , KGTPS – 12 MT & T(k)GTPS – 30 MT	<b>57 MT</b>	To be quoted online				To be quoted online
2.	Supply of Hydrochloric acid as detailed in Section VI – Technical Specification. VGTPS – 35 MT KGTPS – 40 MT & T(K)GTPS – 150 MT	<b>225 MT</b>	To be quoted online				To be quoted online
	<b>NETT</b>						To be quoted online

**NOTE:** 1) The Ex-factory price shall be kept firm.  
2) The price quoted shall be given in words & figures.  
3) The rate of GST shall be indicated.  
4) HSN/SAC codes may be furnished.

**\*\* Rate shall be quoted for FOR Gas Turbine Power Stations .**

Accepted TANGEDCO's Terms and conditions as in the specification.

**SIGNATURE OF TENDERER WITH COMPANY SEAL**

## **SCHEDULE-B**

### **DEVIATION FROM TECHNICAL SPECIFICATION**

**All technical deviations from the specification shall be filled in by the Tenderer, clause by clause, in the Schedule.**

<b>SECTION NO.</b>	<b>CLAUSE NO.</b>	<b>DEVIATION</b>

**The tenderer hereby confirms that the above mentioned are the only deviations from the Technical Specification and the tender conforms to the specification in all other respects.**

**COMPANY SEAL  
DATE**

**SIGNATURE  
DESIGNATION  
COMPANY NAME**

**SCHEDULE – C**  
**DEVIATION FROM COMMERCIAL SPECIFICATION**

**All Commercial deviations from the specification shall be filled in by the Tenderer, clause by clause, in the Schedule.**

<b>SECTION NO</b>	<b>CLAUSE NO</b>	<b>DEVIATION</b>

The tenderer hereby confirms that the above mentioned are the only deviations from the Commercial Specification and the tender conforms to the specification in all other respects.

**COMPANY SEAL**  
**DATE**

**SIGNATURE**  
**DESIGNATION**  
**COMPANY NAME**

**SCHEDULE – D**

**STATEMENT OF SUPPLY ORDERS EXECUTED/ UNDER EXECUTION  
DURING THE PAST TEN YEARS AS ON DATE OF TENDER OPENING**

<b>Sl No.</b>	<b>Name and address of the Organisation</b>	<b>Description</b>	<b>Purchase Order No. &amp; Date</b>	<b>Qty</b>	<b>Value of order in Rs. Lakhs</b>	<b>Schedule date of completion of Order</b>	<b>Actual date of Completion of Order</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>	<b>(7)</b>	<b>(8)</b>

**COMPANY SEAL  
DATE**

**SIGNATURE  
DESIGNATION  
COMPANY NAME**

**SCHEDULE – E**  
**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION**  
**LIMITED**  
**SPECIFICATION NO.SE/GTS/OT-28**

**To**  
**The Chief Engineer/MTS & Gas Turbine Schemes,**  
**Tamil Nadu Generation and Distribution Corporation Limited,**  
**5<sup>th</sup> floor, Eastern Wing,**  
**NPKRR Maaligai, Electricity Avenue,**  
**144, Anna Salai,**  
**Chennai – 600 002.**

**Dear Sir,**

Having examined the above specification together with the accompanying schedules etc., we hereby offer to supply the equipment covered in this specification at the rates entered in the attached schedule of prices.

2. We hereby guarantee the particulars entered in the schedules attached to the specification.

3. In accordance with combined security deposit cum performance guarantee clause, Section-V of the specification we agree to furnish security cum Performance guarantee to the extent of 5% of the total value of the contract.

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

**Yours faithfully,**

**PLACE :**  
**DATE :**  
**COMPANY SEAL :**

**SIGNATURE :**  
**DESIGNATION :**  
**COMPANY :**

## **ANNEXURE – I**

### **UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS ( To be furnished in non-judicial stamp paper value of not less than Rs. 80/-)**

This Undertaking executed at ..... on this  
..... (date ) ..... Month Two Thousand  
.....by M/s ....., a company registered under  
Companies Act , 1956 having its registered office at  
.....

hereinafter called the Contractor ( which expression shall where the context so  
admits mean and include its successors in office and assigns ) with the Tamil Nadu  
Generation and Distribution Corporation Limited, subsidiary of TNEB, is a body  
Corporate incorporated under Companies act 1956, having its registered office at  
144, Anna Salai, NPKRR Maaligai, Chennai – 600 002, hereinafter called the  
Purchaser (which expression shall where the context admits mean and include  
its successors in office and assigns ).

WHEREAS the contract is for the supply of.....

in terms of the Purchase Order No.....dated.....

AND WHEREAS in accordance with Clause ..... of the above said P.O  
Certain terms were stipulated for the above supply.

AND WHEREAS in accordance with clause ..... of the above  
mentioned Purchase Order the contractor has to furnish an Undertaking that no  
suit or any proceedings in regard to any matter arising in any respect under this  
contract shall be instituted in any court other than in the City Civil Court of  
Chennai or other Court of small causes, at Chennai.

In consideration of TANGEDCO having agreed to accept the Undertaking from the  
contractor, undertakes that no suit or proceedings in regard to any matter arising  
in any respect under this contract shall be instituted in any court other than in  
the City Civil Court of Chennai or other Court of small causes, at Chennai.

It is also agreed that no other court shall have jurisdiction to any suit or  
proceedings even though part of the cause of action might arise within their  
jurisdiction. In case any part of the action arises within the jurisdiction of any of  
the courts in Chennai City, then it is agreed to between the parties that such suits

or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of the cause might arise within the jurisdiction of such courts.

IN WITNESS WHEREOF THIRU .....of

the contractor hereby puts his hand and seal for due observance of the

Undertaking in the presence of the following witnesses.

**SIGNATURE WITH SEAL**

**WITNESSES:**

**(Signature with Name and Address)**

**1.**

**2.**

**ANNEXURE-II****CHECK LIST FOR BID QUALIFICATION****(TO BE UPLOADED IN Part –I “COMMERCIAL AND TECHNICAL BID)**

Sl. No.	Particulars	Bidder's response
1.	Name and Address of the Firm/Company	
2.	Address of the Registered office, Phone Nos. etc	
3.	Address of the Factory/Works, Phone Nos. etc.	
4.	Fax No. for correspondence and E-Mail address	
5.	(a) Confirm whether the tenderer is a manufacture of the tendered material (b) If yes, whether documentary evidence is enclosed (c) If so, list the documentary evidence	Yes/No
6.	Whether the bidder is old supplier to the TNEB	Yes/No
7.	Whether the copies of orders executed during the last Ten years in respect of materials tendered to State Electricity Boards/Power utilities enclosed.	Yes/No
8.	Whether performance certificates from the end users enclosed	Yes/No
9.	Annual Turn over of the Bidder for the last three years 2018-2019 2019-2020 2020-2021	
10.	a) Whether documentary evidence produced for the annual turn over. b) If so, whether certificate from auditor furnished or copies of audited annual statement of accounts furnished	Yes/No

**DATE :****SIGNATURE OF THE TENDERER****PLACE:****NAME :  
STATUS IN THE COMPANY  
(AFFIX SEAL OF THE COMPANY)**



### **ANNEXURE-III.**

#### **CHECKLIST FOR COMMERCIAL TERMS.**

##### **(TO BE UPLOADED IN Part –I “COMMERCIAL AND TECHNICAL BIDS)**

Sl. No.	Particulars	Bidder's response
1.	<b>EARNEST MONEY DEPOSIT:</b> (i) Amount (ii) Mode of payment  (iii) If exempted state whether the bidder is  (iv) If SSI unit state whether copy of duly attested Permanent Registration Certificate enclosed (v) Whether the material tendered is included in the certificate (vi) Validity of the permanent registration certificate (vii) Whether undertaking on a non-judicial stamp paper of value more than Rs.80/- (Rupees Eighty) enclosed in lieu of EMD	Rs. E - Receipt Permanent EMD/Undertaking  SSI unit of Tamil Nadu/SSI unit registered with NSIC/Unit of Government of Tamil Nadu  Yes/No  Yes/No  Yes/No  Yes/No
2.	Whether the offer is valid for a period of 90 (Ninety) days from the date of opening of commercial/Technical bids	Yes/No
3.	<b>PRICE:</b> i) Whether quoted firm price valid for the entire contract period ii) Whether the quoted price contain the following breakup price a) Unit ex-works price b) Unit GST on Ex-works price (Percentage and amount) c) Unit Freight and Insurance charges d) Unit Erection charges for Batteries.	Yes/No  Yes/No  Yes/No Yes/No  Yes/No Yes/No

	<p>iii) Confirm that any additional amount of GST due to upward revision on account of increase in turnover during the contractual period shall be borne by the tenderer.</p> <p>vi) Confirm that the price quoted is after taking into account of the Input tax credit benefit</p> <p>vii) Whether the tenderer is agreeable in case of delayed delivery, the GST prevailing on the date of actual delivery or the GST applicable on the date of contractual delivery date whichever less shall only be payable.</p> <p>viii) Confirm that Freight and Insurance charges quoted are applicable for delivery to BBGTPS including the unloading by the supplier.</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
4.	<p>Whether the tenderer is agreeable for the following clauses specified under Section V of the specification.</p> <p>i) Payment terms</p> <p>ii) Combined Security Deposit cum Performance guarantee</p> <p>iii) Delivery</p> <p>iv) Liquidated damages</p> <p>v) Guarantee</p> <p>vi) Jurisdiction for legal proceedings</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
5.	<p>i) Whether tenderers furnished their Permanent Account Number (PAN) in their offer.</p>	<p>Yes/No</p> <p>PAN No.</p>

**DATE :**  
**PLACE:**

**SIGNATURE OF THE TENDERER**  
**NAME :**  
**STATUS IN THE COMPANY**  
**(AFFIX SEAL OF THE COMPANY)**

**ANNEXURE -IV.**

**CHECKLIST FOR TECHNICAL TERMS.**

**(TO BE UPLOADED IN Part –I “COMMERCIAL AND TECHNICAL BIDS)**

Sl. No.	Particulars	Bidder's Response
1.	<p>i) Whether the equipment offered is exactly as per technical specification of the TANGEDCO</p> <p>ii) If not, give details of technical deviation in the deviation schedule B</p>	Yes/No
2.	Whether the Type test Certificates for tendered equipment is enclosed as per the specification of the TANGEDCO	Yes/No

**DATE :**

**SIGNATURE OF THE TENDERER**

**PLACE:**

**NAME :**

**STATUS IN THE COMPANY**

**(AFFIX SEAL OF THE COMPANY)**

## **ANNEXURE V**

**Declaration to be submitted by the bidders in Non Judicial Stamp paper of value not less than Rs.80/-**

To

**The Chief Engineer /MTS & GTS,  
TANGEDCO.**

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

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

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

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

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.

**Signature of bidder with Company Seal.**

- Note:** i) In the event of furnishing Nil ITC benefit, the same should be supported with certificate from Chartered accountant  
ii) Bidder may strike out the para not applicable

**ANNEXURE -VI**  
**Declaration pursuant to Section 206AB**

(To be submitted by applicable Suppliers)

This is to declare that (Name of the supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2019-20 and 2020-21 (FY 2018-19 and FY 2019-20) and we shall file the ROI for Assessment Year 2021-22 ( Financial Year 2020-21) within the due date as per the provisions of the said Act.

Permanent Account No. (PAN) of our Company/Firm/Individual is ..... **The details of Return of Income filed are as below:**

S. No	Assessment Year	Acknowledgement No	Date of Filing
1	2019-20		
2	2020-21		

Place :

Date :

**(Authorized Signatory)**  
**Signature & Seal**

**ANNEXURE VII**  
**BANK GUARANTEE FOR EMD**

(B.G for EMD shall be executed on Non judicial stamp paper of Rs. 100/-)

Beneficiary:-----

Date:-----

Bid Guarantee No:\_\_\_\_\_

We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) for the Tender No. \_\_\_\_\_ of TANGEDCO for the year 2021-22".

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

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

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

b) having been notified of the acceptance of its Bid by the Employer during the period of validity (i) fails or refuses to execute the Contract Form, if required, or ii) fails or refuses to furnish the Security Deposit, in accordance with the Instructions to Bidders.

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

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

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

Signature

With seal of the Bank  
(Name in block letter)

In the presence of witness:

1. (Name in capital and address)

2. (Name in capital and address)