



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

## TENDER SPECIFICATION

TENDER SPECIFICATION FOR OFFERING "PROJECT MANAGEMENT CONSULTANCY SERVICES FOR THE POST AWARD EPC CONTRACT FOR COMPLETION OF BALANCE WORKS IN 1X660 MW SUPERCRITICAL ETPS EXPANSION THERMAL POWER PROJECT TILL COMPLETION OF THE ENTIRE PROJECT AND PRE & POST AWARD CONSULTANCY SERVICES FOR THE PREPARATION OF TENDER SPECIFICATION, ANALYSIS OF BIDS, AWARD OF CONTRACT FOR FLUE GAS DESULPHURISATION (FGD) & SELECTIVE CATALYST REDUCTION (SCR) TILL COMPLETION FROM THE DATE OF AWARD OF CONSULTANCY CONTRACT"

**SPECIFICATION NO: CE/P-I/SE/M/Prj/ OT.NO. 01/2021-2022**

**OPEN TENDER THROUGH E-TENDERING**

(Through NIC Platform: <https://tntenders.gov.in/nicgep/app>)

TENDER INVITING AUTHORITY :	Chief Engineer/Projects -I, 5 <sup>th</sup> Floor, Western Wing, 144, Anna Salai, Chennai-600 002, Tamil Nadu. Phone; 044- 28520878. Email : <a href="mailto:cecpr@tnebnet.org">cecpr@tnebnet.org</a> .
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## **SECTION-I**

### **INSTRUCTION TO BIDDERS**

**1.1 GENERAL:** e-Tender in "Two Part" system under Open Tender is invited by the under mentioned for and on behalf of Tamil Nadu Generation and Distribution Corporation Ltd for the work of

"OFFERING PROJECT MANAGEMENT CONSULTANCY SERVICES FOR THE POST AWARD EPC CONTRACT FOR COMPLETION OF BALANCE WORKS IN 1X660 MW SUPERCRITICAL ETPS EXPANSION THERMAL POWER PROJECT TILL COMPLETION OF THE ENTIRE PROJECT AND PRE & POST AWARD CONSULTANCY SERVICES FOR THE PREPARATION OF TENDER SPECIFICATION, ANALYSIS OF BIDS, AWARD OF CONTRACT FOR FLUE GAS DESULPHURISATION (FGD) & SELECTIVE CATALYST REDUCTION (SCR) TILL COMPLETION FROM THE DATE OF AWARD OF CONSULTANCY CONTRACT".

#### **1.2 SCOPE OF SERVICES**

Project Management Consultancy services for the Post award EPC contract of 1x660 MW Supercritical ETPS Expansion Thermal Power Project till completion of the entire project and pre & post award consultancy services for the preparation of tender specification, analysis of bids, award of contract for Flue Gas Desulphurisation (FGD) & Selective Catalyst Reduction (SCR) till completion of the project from the date of award of consultancy contract.

#### **1.3 INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION**

Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify. The bidders are required to submit soft copies of their bids electronically through the Tamil Nadu Government e Procurement System Portal only, using valid Digital Signature Certificates. The Tamil Nadu Government eProcurement System Portal enables the tenderers to down load the tender schedule free of cost and then submit the bids online through portal. The bidders are requested to go through the 'Special Instructions to the Contractors/Bidders for the e-submission of the bids online through the eProcurement Portal available in the 'Help for Contractors' menu before submitting their bids.

The instructions given below are meant to assist the bidders in registering on the Tamil Nadu Government eProcurement System Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tamil Nadu Government eProcurement System Portal.

More information useful for submitting online bids on the Tamil Nadu Government eProcurement System Portal may be obtained from: <https://tntenders.gov.in/nicgep/app>

## **1.4 REGISTRATION**

Bidders are required to register themselves as Bidders/Vendors in the Tamil Nadu Government eProcurement System Portal (URL:<https://tntenders.gov.in/nicgep/app>) at free of cost by clicking on the link "online Bidder Enrolment" on the Tamil Nadu Government eProcurement System Portal for the purpose of submitting the bids electronically over internet by signing through Class III type digital certificate. Only after registration, the bidder(s) can submit his/her bids electronically. Electronic bidding for submission of Techno-commercial Bid as well as Price Bid over the internet shall be done.

As part of the enrolment process, the bidder may visit the above URL and click on <https://tntenders.gov.in/nicgep/app> and "online Bidder Enrolment" and fill up the registration form with their details and submit. The bidder shall create their own user ID and password to submit their bids and the bidders are advised to keep note of the same. It may be noted that no separate user ID and password will be provided by Tamil Nadu Government eProcurement System Portal. After successful submission of the registration form, Bidders/Vendors will receive a system generated mail confirming their registration.

- i) 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 Tamil Nadu Government eProcurement System Portal.
- ii) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (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. Bids will not be recorded without Digital Signature.
- iii) 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.
- iv) Bidders 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.

## **2.0 SYSTEM REQUIREMENT**

- i) Operating System –Windows Xp-SP3 &above
- ii) Internet browser –IE7 and above.

- iii) Signing type digital signature (class III)
- iv) JRE 7 update 71 (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' Tools- Internet Options-Custom level.

For detailed guidance about browser and Java configuration the bidders are advised to go through the portal available at <https://tntenders.gov.in/nicgep/app>

### **3.0 SEARCHING FOR TENDER DOCUMENTS**

3.1) There are various search options built in the Tamil Nadu Government eProcurement System Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization 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 keywords etc. to search for a tender published on the Tamil Nadu Government eProcurement System Portal.

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

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

### **4.0 PREPARATION OF BIDS**

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

Bidders are requested to 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 parts of the bid in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

The bidders shall upload the bid documents electronically in PDF format i.e. scanned copies. 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 the

resolution of 75 to 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" 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.

The bids submitted in e-tender will be encrypted by Tamil Nadu Government eProcurement System Portal software before storage in their data base. This will protect the secrecy of bids until actual opening of the tender.

## **5.0 SUBMISSION OF BIDS INTO THE WEB SITE**

Bids shall be submitted online only at Tamil Nadu Government eProcurement System Portal :<https://tntenders.gov.in/nicgep/app>

Bidders are advised to follow the instructions in the heading "Instructions To Bidder for Online Bid Submission" provided in the Specification for online submission of bids.

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

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

The EMD required should be remitted by the bidder through NEFT/RTGS/Accounts Transfer mode and scanned copy of e-receipt containing the Unique Transaction Reference (UTR) number to evidence the same, shall be uploaded along with the bid documents. Bidder has to select the payment option as "offline" to pay the tender document fee / EMD as applicable and enter details of the instrument. 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.

Bidders are 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 has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download

the Price Schedule, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). In the Blue cells, the Bidder should fill only the relevant cells and should not touch the other cells which he finds irrelevant to his/her quote. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Schedule file is found to be modified by the Bidder, the bid will be rejected.

The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only in the BOQ. The Bidder shall fill up the values in INR for Indigenous component of the item of works in the respective rows The Bidders shall quote their value in the relevant Blue colored cells only.

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

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 anyone until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.

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

During the bid submission in e-tender, bidders are advised to use "Attach Documents" link to documents in document library. Multiple documents can be uploaded. Once documents are uploaded in the library, vendors can attach documents through "Attach Documents" link by selecting the particular tender from the dropdown list.

The bidder should note that only a file which is "attached" with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered submitted if only if the Bidder has made "Final Submission". Only such Bids will be opened for which Final Submission has been

made. It is further clarified that saving of Technical Bid and / or Price Bid without Final submission will be treated as non-submission of bid in e-tender.

The Bidder has an option to edit Technical Bid and Price Bid as many times as he wishes till the "final submission".

For further assistance, please follow instructions of "Vendor guide".

If after making "Final Submission" of e-tender and before the scheduled closing time for Bid submission if a bidder wishes to make changes in his Bid, he/she can do so by clicking the "Delete Bid" option. By doing so, the entire Bid submitted by the Bidder will get deleted. A system generated email will be sent to the registered email ID of the bidder acknowledging the deletion. The bidder will be able to save and submit his/her new Bid again. If a bidder deletes his Bid and does not submit his/her new Bid in the same manner as stated above, his/her Bid will not come up for opening or further processing.

If after "final submission" of Bid and before the scheduled closing time for Bid submission if a bidder wishes to withdraw his/her bid, he/she can do so by clicking the "Withdraw Bid" option. By withdrawing a bid, a Bidder will lose the opportunity to re-submit his Bid against the same-tender.

Intending tenderers are advised to visit TANGEDCO web site ([www.tangedco.gov.in](http://www.tangedco.gov.in)) and Tamil Nadu Government eProcurement System Portal (<https://tntenders.gov.in/nicgep/app>) regularly till closing date of submission of tender for any corrigendum / addendum/amendment to ensure that they do not miss out any corrigendum/addendum uploaded against the said tender after downloading the tender document.

Bids will be opened as per date/time as mentioned in the Tender specification. After online opening of Technical-Bid, the results of their qualification as well Price-Bid opening will be updated in the website later.

The responsibility of downloading the related corrigendum, if any, will be to that of the bidders.

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



The 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.

E-tender cannot be accessed after the due date and time for bid submission. Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only).

Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered e-mail ID.

After price bid opening and on evaluation of Price bid and after ascertaining the lowest bidder (L1), upon intimation by TANGEDCO, the Bidder with lowest evaluated price shall submit two hard copies of the electronically submitted bid documents.

If any of the particulars of hard copy and soft copy does not match, the bid of such bidder will be summarily rejected and the bidder will be blacklisted.

The Bidders may note that the Technical Bid and the price Bid submitted in e-tender will be encrypted by the Tamil Nadu Government eProcurement System Portal own software before storage in the database. This will be done to protect the sanctity and confidentiality of the Bids before the actual opening of the same.

All notices and correspondences to the bidder(s) shall be sent by e-mail only during the process till finalization of tender. Hence, the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

Tenderer who has downloaded the tender from the TANGEDCO web site ([www.tangedco.gov.in](http://www.tangedco.gov.in)) and Tamil Nadu Government eProcurement System Portal (<https://tntenders.gov.in/nicgep/app>) shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and the tenderer will be blacklisted and is liable to be banned from doing business with TANGEDCO.

The offers submitted by Telegram/Fax/e-mail shall not be considered. No correspondence will be entertained in this matter.

## **6.0 BIDDING PROCESS**

The entire bidding process will be through e-tender and also divided into two stages (Stage I – Opening of Techno- commercial Bid and Stage II- Opening of Price Bid.

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

## **7.0 OPENING OF TECHNO-COMMERCIAL BID OF E-TENDER**

During tender opening, the Techno-Commercial bids will be opened electronically by the nominated members on the specified date and time as specified in the tender document at the Office of the Superintending Engineer/ Mechanical/TANGEDCO, Chennai-600 002 through **M/s. NIC Web Portal**.

The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be qualified as eligible bidders.

## **8.0 OPENING OF PRICE BID OF E-TENDER**

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

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

### **8.1 Inspection of the site by the bidders :**

Bidders shall inspect the premises with prior permission before submitting the tender.

## **9.0 BIDDING IN E-TENDER**

a) During bid submission process in e-tender, the bidder should allow to run a application JAVA ENCRYPTION APPLET (process along with screenshot available at vendor guide) by accepting the risk and clicking on run. This exercise has to be done twice immediately before clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.

- b) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid have been saved, the bidder can click on the "Final Submission" button to register their bid.
- c) In all cases, bidder should use their ID and password along with Digital Signature at the time of submission of their bid.
- d) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- e) The e-tender floor shall remain open from the pro-announced date & time and for as much duration as mentioned above.
- f) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of work/supply.
- g) It is mandatory that all bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- h) TANGEDCO reserves the right to cancel or reject or accept or withdraw or extent the tender in full or in part as the case may be without assigning any reason thereof.
- i) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- j) Bidders are advised to exercise caution in quoting their bids in e-tender and rebid submission as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- k) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the Notice Inviting Tender (NIT).
- l) No deviation to the technical and commercial terms & conditions are allowed.
- m) Bidders are not required to sign in each page of the tender specification. Instead bidders are required to submit a declaration document (Tender Acceptance Letter) as specified in Annexure-IV of the specification.
- n) Rates quoted by the bidders shall be **FIRM** for the entire period of contract
- o) Various items of the schedule shall be read in conjunction with corresponding sections in the technical specification.

It may be noted by the bidders that Tamil Nadu Government eProcurement System Portal is only a service provider for conducting the online bidding process

against this tender and shall not be a party to any contract between TANGEDCO and the successful bidder subsequent to the bidding process.

## **9.0 ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender, until 48 hours before the closing date and time of submission of tender and the Tender Inviting Authority (Chief Engineer/Projects - I, TANGEDCO, Chennai-2) or the relevant contact person, will clarify the same.

Any technical related queries relating to the process of online bid submission or queries relating to Tamil Nadu Government e-Procurement System Portal in general may be directed to the 24x7 Tamil Nadu Government e-Procurement System Portal Helpdesk through 'Contact us' Folder.

## **10.0 SCHEDULE FOR RECEIPT AND OPENING OF BID**

Tender Specification No.	<b>CE/P-I/SE/M/Prj/ OT.NO. 01/2021-2022</b>
Name of the work	"OFFERING PROJECT MANAGEMENT CONSULTANCY SERVICES FOR THE POST AWARD EPC CONTRACT FOR COMPLETION OF BALANCE WORKS IN 1X660 MW SUPERCRITICAL ETPS EXPANSION THERMAL POWER PROJECT TILL COMPLETION OF THE ENTIRE PROJECT AND PRE & POST AWARD CONSULTANCY SERVICES FOR THE PREPARATION OF TENDER SPECIFICATION, ANALYSIS OF BIDS, AWARD OF CONTRACT FOR FLUE GAS DESULPHURISATION (FGD) & SELECTIVE CATALYST REDUCTION (SCR) TILL COMPLETION FROM THE DATE OF AWARD OF CONSULTANCY CONTRACT.
Type of Contract	Consultancy contract
Method of tender	e-Tender Two Part System (Online – Techno-Commercial Bid and Price Bid through the portal <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> )
URL for online bid submission for e-tender	<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
Earnest Money Deposit	<b>Rs.19,21,900/- (Rupees Nineteen Lakhs Twenty One Thousand and Nine Hundred only)</b>

Pre-bid Meeting Place, Date & time	<b>07.04.2022 @ 11:30 Hrs</b>  Chief Engineer/Projects - I, TANGEDCO 5 <sup>th</sup> Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600002.
Last date for submission of EMD	<b>21.04.2022 upto 12.00 Hrs.</b> (The EMD required should be remitted by the bidder in TANGEDCO Account, through e-payment, by 2 hours before closing time of tender)
Date and time of closing of online e -Tender submission of Techno Commercial Bid & Price Bid.	<b>Up to 14.00 Hrs on 21.04.2022</b>
Date & time of opening of tender electronically	<b>22.04.2022 @ 14:30 Hrs</b>
Placing of Specification at websites	The tender specification will be placed at TANGEDCO website ( <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> ) and Tamil Nadu Government website ( <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> ). The prospective bidders may download the same.
Documents to be uploaded by the Tenderers during e- submission	a) Scanned copy of the e-receipt of EMD b) Bid Qualification Requirement details as per specification c) Any other documents/information called for in the specification other than price. d) Price Schedule as per specification
Clarification to be sought for from	Chief Engineer/Projects - I, TANGEDCO 5 <sup>th</sup> Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600002. Tamil Nadu.
Place at which tenders will be opened	Office of the Superintending Engineer/ Mechanical/ Projects - I, TANGEDCO 144, Anna Salai, Chennai-600002. TamilNadu.

NOTE: If the tender opening date happens to be a holiday, the tenders will be opened on the succeeding working day without any changes in the timings indicated.

### 11.0 EARNEST MONEY DEPOSIT (EMD)

i) Tenderer should pay **Rs.19,21,900/- (Rupees Nineteen Lakhs Twenty One Thousand and Nine Hundred only)** towards Earnest Money Deposit.

ii) The Earnest Money Deposit specified above should be remitted through NEFT/RTGS/Account Transfer. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded.

Account No.:0305002100153163

Name of Bank: Punjab National Bank, Anna Salai, Chennai -02

IFSC Code: PUNB0030500

Name of Account Holder: TANGEDCO Collection Account.

EMD amount received beyond the above time will be summarily rejected.

iii) The original E-receipt of EMD has to be uploaded along with the bid, failing which the bid will be summarily rejected.

iii) Any other mode of payment of EMD other than NEFT/RTGS and by the way of Account Transfer shall not be accepted towards EMD except PEMD holders.

### 11.1 UPLOADING OF E-RECEIPT FOR PAYMENT OF EMD

i) The e-receipt of payment of EMD through NEFT/RTGS/Account Transfer should be uploaded by the bidder during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.

ii) Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The bidders who are willing to remit EMD through Bank Account by way of account transfer of same bank are requested to place a copy of bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank, bank account number of the bidder and IFSC code. The EMD amount has to be remitted in TANGEDCO account through e payment, 2 hours before closing time of tender. EMD amount received beyond tender closing time will be summarily rejected.

### 11.2 PERMANENT EARNEST MONEY DEPOSIT

The Tenderers who are having valid Permanent EMD with TNEB/TANGEDCO for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

Sl. No.	PEMD Slab	Monetary limit of tender value to participate without payment of EMD.
1.	Rs.20,00,000/-	In case of Tenders not exceeding Rs.10 Crores in value.

2.	Rs.40,00,000/-	In case of Tenders not exceeding Rs.50 Crores in value.
3.	Rs.1,00,00,000/-	In case of all Tenders without any monetary limit.

For the proof of Permanent EMD (PEMD) holder, the copy of the clear legible Photostat copies of acceptance letter and Permanent Earnest Money Deposit Receipt issued by TANGEDCO should be uploaded.

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 Financial Controller/Purchase/Head Quarters, Chennai-02 and upload copy of the same along with the tender.

**11.3** The EMD of all the Bidders except that of the successful bidder will be returned by Purchaser after the acceptance and award of the Contract to the successful bidder. The EMD amount will be refunded to the unsuccessful bidders.

**11.4** No interest will be payable by the Purchaser on the above EMD.

**11.5** GST @18% shall be applicable on Forfeiture of Earnest Money Deposit (EMD) and shall be recovered additionally from the Supplier / Contractor.

**11.6 Any mode of payment of EMD other than that specified above (Clause2) shall not be accepted towards EMD and the tenders will be rejected if EMD is not paid in the prescribed manner.**

11.7 If the successful Bidder fails to acknowledge the Letter of Intent (LOI) or Purchase order and/or fails to submit the Security Deposit as specified elsewhere in the Tender Specification within thirty (30) days after the date of Letter of Intent or Purchase order, then the EMD will be forfeited. EMD will also be forfeited, if the Bidder revises or withdraws his bid at his own instance during the period of bid validity.

#### **11.8 FORFEITURE OF EMD**

The EMD (equivalent to specified EMD) will be forfeited if the tenderer,

- i. Withdraws his tender or backs out after its acceptance.
- ii. Fails to pay the SD as stipulated after acceptance of his tender.
- iii. Violates any of the Tender rules and regulations specified.
- iv. Revises any of the terms quoted during validity period
- v. GST is applicable on the forfeiture of EMD/SD. Further GST@18% shall be recovered additionally from the supplier/contractor/Tenderer as per the GST provisions for forfeiture of EMD/SD cum performance Guarantee.

- vi. The documents furnished with the offer is 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.

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

**The bids shall become eligible only on satisfying the following Bid Qualification Requirements and offers not satisfying BQR will be summarily rejected.**

1. Bidder should have undertaken Project Management Consultancy (PMC) services for at least one Supercritical Thermal Power Station of capacity not less than 1x660 MW owned by a Central/State Public sector undertaking/ Private sectors in India/Overseas, for which the bidder should have offered their PMC consultancy services satisfactorily and the unit should have been commissioned successfully. A performance report in this regard should be obtained from the owner of the plant and enclosed with tender. Necessary documentary evidence like P.O/work order issued to the tenderer for having undertaken the above consultancy work and a copy of the 'End User' certificate shall be enclosed along with tender to prove the credentials of the tenderer for meeting the above requirement.
2. The tenderer should have an Annual turnover of more than **Rs.4.80 Crores** in any one of the last three consecutive financial years prior to the date of opening of tender. The audited annual reports for the above three financial years should be enclosed with the bid.
3. The offers of bidders not satisfying the BQR will be **summarily rejected**.

### **Note:**

1. The Scope of PMC Consultancy services including the works rendered by the Consultant and the details of award should be clearly mentioned in the Performance Report/ End User Certificate.
2. The P.O / Work order copies should be furnished in full shape. Copy of the orders without Annexure, Enclosures, the scope of works, etc. will not be considered.
3. Participating in the tender with Consortium is not allowed.
4. Documentary evidences in support of all the above BQR criteria shall necessarily be UPLOADED, duly attested by the Gazetted officer or the Notary public and if such documents were issued abroad then they must be authenticated by Indian consulate / Embassy in the respective countries.
5. If the BQR evidences are found to be false or bogus, the bidder will be black listed for future tenders in TANGEDCO in addition to forfeiture of Earnest Money Deposit remitted by them.



**13.0 CLARIFICATION:**

1. The bidders who have downloaded the specification from the website can get clarification on the written request to the Chief Engineer/Projects-I, Chennai-2 or by e-mail to [cepr@tnebnet.org](mailto:cepr@tnebnet.org).
2. Clarifications should be addressed to the Chief Engineer/Projects-I, Chennai-2 so as to reach 48 hours before the closing date and time of submission of tender by e-mail to [cepr@tnebnet.org](mailto:cepr@tnebnet.org).

All the clarifications shall be posted in the web site of the owner. Bidders need not expect individual communication/ clarification in this regard.

**14.0 CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of Bids, the TANGEDCO may, ask the BIDDER for a clarification of their Bid. All responses to requests for clarification shall be in writing/email. In such an event, the BIDDER shall furnish all technical information/clarifications to the PURCHASER on or before 48 hrs to the due date prescribed by the purchaser. If the technical clarification sought by PURCHASER do not reach them on or before 48 hrs to the due date fixed, the tenders will be **rejected summarily**.

## **SECTION – II**

### **COMMERCIAL AND TECHNICAL CONDITIONS**

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

#### **1.1 GENERAL**

The scope of services for the “Consultancy Services” shall be as detailed in Section - III of this specification.

#### **1.2 LOCATION & PRESENT STATUS**

##### **1x660MW ETPS EXPANSION THERMAL POWER PROJECT**

The 1x660MW Supercritical ETPS Expansion Project is located on the southern side of inside premises of the existing ETPS, Ennore, Chennai-57. The site is connected by all weather approach road tapped from National Highway No- 5 between Chennai & Kolkatta near village Ernavur, (Kathivakkam highway) adjacent to Kathivakkam railway station and it is at a distance of about 24 kms from Ennore Port by road. The project site is connected by a broad gauge railway siding and all weather approach road.

EPC Contract awarded to M/s LITL, Gurugaon in the year 2014, for establishing the captioned project was terminated on 09.04.2018 due to poor performance and financial problems faced by the EPC contractor. M/s. LITL has tied up with M/s Dong Fang Electric Corporation, China for the supply of Boiler, Turbine and Generator systems for the project. Balance of Plant systems were being sourced mainly from Indian vendors.

Basic and Detailed Engineering works for the BTG & BOP systems were completed partially. Boiler & ESP steel structures were erected. RCC Chimney and foundations for other civil structures were completed at the time of termination of contract.

Letter Of Intent (LOI) for the completion of balance works in the project on “as is where is basis condition” was awarded to M/s BGRESL, Chennai on 12.12.2019. M/s BGRESL also have a tie-up M/s Dong Fang Electric Corporation, China for the supply of Boiler, Turbine and Generator systems for the project. Due to their failure to submit BGs in-lieu of Security Deposit cum contract performance Guarantee, the LOI was cancelled on 21.04.2021 and the project was shelved. The Board of TANGEDCO has accorded approval for the revival of the project and reinstatement of cancelled LOI. **Subsequently, an amendment letter for the reinstatement of cancelled LOI as per the Board proceedings was issued**

**on 09.03.2022. After submission of BGs for SDCPG, the project site will be handed over to M/s BGRESL, Chennai.**

### **1.3 COMPLETENESS OF TENDER**

The tender should be complete in all aspects. The tenderer shall furnish all relevant details called for in the specification with supporting documents wherever required for consideration by TANGEDCO. The tenders not containing the complete details as requested in the specification are liable for rejection.

**1.3.1** Bidder should be an Indian Bidder.

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

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

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

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

**1.3.5** 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

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

### **1.4 PRICES**

Tenderers shall quote FIRM Price only. The quoted price shall comprise of Charges for " Offering post award Project Management Consultancy services in the EPC contract of 1x660 MW supercritical ETPS expansion thermal power project till the completion of the entire project and also Project Management consultancy services for the preparation of tender specification, analysis of bids, award of contract for Flue Gas Desulphurization (FGD) & Selective Catalyst Reduction (SCR) till completion of the project from the date of award of consultancy contract" and should be indicated separately as mentioned in the schedule attached to the specification.

The quoted price (BOQ) shall be inclusive of the following:

- a. Expert Fees
- b. Travel and living expenses

- c. Computer charges
- d. Local transport
- e. Boarding, lodging
- f. GST shall be quoted separately as mentioned in Schedule of Fees (Annexure)
- g. Any other facility that may be required by the consultant for satisfactory completion of the Consultancy work.

## **1.5 VALIDITY OF TENDERS**

Tenders should be valid for acceptance for a period of ninety **(90) days** from the date of tender opening. In case any bidder quotes a lower validity period than that called for, his offer shall be liable for rejection. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of the validity. The request and response thereto shall be made in writing.

## **2.0 PAYMENT TERMS**

### **2.0.1. CONSULTANCY FEES FOR MAIN PLANT ( BTG & BOP) (i.e. for Sl.No.1 to 4 indicated in Schedule of fees – Section -IV)**

- (a) 90% of the payment on pro-rata basis based on the approved billing breakup will be made on completion of works based on the bills submitted by the consultant.
- (b) Balance 10% amount will be released after handing over of the unit or within a reasonable time from the date of successful completion of PG test by the EPC contractor, whichever is later.
- (c) If there is any delay in the services offered by the consultant against the time specified by TANGEDCO, Liquidated Damages will be deducted from the respective bills as per clause 2.14 and the balance fee will be paid.

### **2.0.2 CONSULTANCY FEES FOR FGD AND SCR : (i.e. for Sl. No 5 to 8 indicated in Schedule of fees – Section -IV)**

- (a) 40% of the payment will be made on submission (2 copies) and approval of EPC tender specification (10 copies), analysis of bid and award of EPC Contract for FGD and SCR to the successful bidder.
- (b) 50% of the payment on pro-rata basis based on the approved billing breakup will be made in the Post award consultancy services up to completion of FGD and SCR based on the bills submitted by the consultant.
- (c) Balance 10% amount will be released after handing over of FGD and SCR or within a reasonable time from the date of successful completion of PG test whichever is later.

(d) If there is any delay in the services offered by the consultant against the time specified by TANGEDCO, Liquidated Damages will be deducted from the respective bills as per Clause 2.14 and the balance fee will be paid.

NOTE: Any subsequent modifications that are warranted against submission of tender specification for FGD & SCR, the same shall be done free of cost.

**2.0.3** The payment will be made within a time frame of 90 days from the date of receipt of invoice with necessary supporting documents on Completion of works/services. In the event of TANGEDCO failing to keep the stipulated time frame for releasing payment, simple interest for the delayed payment will be paid by TANGEDCO to the consultant at the SBI three months MCLR rate for the delayed period.

For release of payment against each activity, the consultants have to submit the detailed billing breakup (BBU) with proper and proportionate allocation of price for different elements under each title. The BBU should be submitted within 15 days from the date issue of Letter of Intent and the same should be got approved by the Chief Engineer/Projects-I for making progressive payments.

**2.0.4** Payment will be made from any one of the commercial banks or their branches in Tamil Nadu as may be decided by TANGEDCO from time to time. If the consultant requests for DD payment, Exchange Commission for issue of bank draft will be to the account of the consultant. Under any circumstances no advance payment will be made by TANGEDCO.

**2.0.5** The contractor shall furnish the following details of bank account to which the payment is to be credited:

1. Name of Account Holder,
2. Name of the Bank, Branch along with account Number,
3. IFSC code of the branch.

**2.0.6** TANGEDCO may reject the offers which are deviating the above terms of payment.

## **2.1 PERIOD OF CONTRACT**

Time is of the essence in this contract. The total period of contract shall be **42** months from the effective date of the contract.

The contract period may get extended on reasons attributable to the EPC contractor/TANGEDCO/none. In such cases, there will be delay in handing over of the project by the EPC contractor and this delay/extension of time shall not result in additional financial claim by the project management consultant.

## **2.2 FORCE MAJEURE**

**2.2.1** Neither the Consultant nor the Purchaser shall be considered in default in performance of its obligations hereunder if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected, such as war, hostilities , revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes or because of any law, order, proclamatory regulations or ordinance of Government or because of any act of God, provided notice in writing of such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed, is given within 15 days from the happening of the event and in any case it is not possible to serve the notice within 15 days period, then within the shortest possible period without delay. In case the force majeure conditions prolong beyond a continuous period of 6 months, the Purchaser shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.

**2.2.2** As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay occurred on account of such activities.

**2.2.3** Although the time for completion of work shall be suitably extended (not exceeding the period during which the work was stopped on account of Force Majeure clause), such extension shall not result in any financial claim by the Contractor against the Purchaser or any account of such a delay for any other reason whatsoever.

## **2.3 SECURITY DEPOSIT:-**

**2.3.1** The successful bidder will have to furnish a Security Deposit of five (5%) percent of the total value of the Contract price **after adjusting the EMD amount** already remitted for the faithful performance of the Contract in accordance with the terms and conditions specified in the Contract and in the Tender Specification.

**2.3.2** The Security Deposit shall be remitted by crossed Demand Draft/ Banker's Cheque/ Bank Guarantee obtained from a Nationalized/ Scheduled bank of India or any reputed Foreign Bank having branches in India and drawn in favour of "TANGEDCO Collection Account " payable at Chennai.

**2.3.3** The above Security Deposit shall be furnished within **30 days** from the date of acceptance of the LOI, **failing which the EMD paid by the bidder would be forfeited besides cancellation of Contract.**

**2.3.4** The Security Deposit shall be kept valid till successful completion of the contract, after which the Security Deposit will be returned to the Contractor. The Security Deposit paid by the contractor will not carry any interest.

### **2.3.5 REFUND OF SECURITY DEPOSIT:**

The Security Deposit will be returned / refunded to the contractor only if the contract is completed to the satisfaction of the TANGEDCO. If the Purchaser incurs any loss or damage on account of breach of any clause mentioned above or any other cause arising out of the Contract that becomes payable by the Contractor to the Purchaser, then the Purchaser will in addition to such other rights that he may have under law appropriate, the whole or part of the Security Deposit and such amount that is appropriated will not be refunded to the Contractor.

If the tenderer backs out after acceptance, the SD paid will be forfeited. GST is applicable on the forfeiture of SD if any arises.

### **2.3.6 EFFECTING OF RECOVERIES:**

Any loss, arising incident to non-fulfilment of this contract or any other contract, will be recovered from the Security Deposit held or any other amount due to the contractor from the TANGEDCO.

### **2.3.7 BANK GUARANTEE:**

All Bank Guarantee should be furnished in Non-judicial stamp paper value of Rs.80/- and obtained only from

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

## **2.4 GOODS AND SERVICES TAX & INCOME TAX**

i. Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101<sup>st</sup> Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.

ii. The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.

iii. GST Registration Number: TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST

portal. The ID issued to TANGEDCO is **33AADCT4784E1ZC**. The details are also posted in TANGEDCO web portal.

iv. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is represent check digit.

v. 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.

#### **2.4.1 CENTRAL GST / STATE GST / Inter State GST:**

i. The CGST/SGST/IGST will be paid extra as applicable. The amount of CGST/SGST/IGST and percentage payable shall be indicated separately in the tender offer.

ii. Provided always, it is hereby agreed and declared that in case, where TANGEDCO has doubt and belief that CGST/SGST/IGST is not at all payable for the transaction in question the TANGEDCO reserves the right to withhold the amount of Tax until the party produces an order of court of competent jurisdiction, declaring the liability of the transaction to CGST/SGST/IGST Concessional rate of CGST/SGST/IGST, if any shall be taken into account and included in the price quoted.

iii. The following certificates have to be furnished for admittance of claim of CGST/SGST/IGST.

a) Certified that the transaction in which the CGST/SGST/IGST has been claimed and has been / will be included in the return submitted / to be submitted to the CGST/SGST/IGST authorities for assessment of the CGST/SGST/IGST and the amount of the CGST/SGST/IGST claimed from the purchaser has been / will be paid to Tax authorities.

b) Certified that the goods in which the CGST/SGST/IGST has been charged have not been exempted under CGST/SGST/IGST Act and the Rules made there under and the charges on account of CGST/SGST/IGST on these goods are correct under provisions of relevant Act or Rules made there under.

c) Certified that we shall indemnify the TANGEDCO, in case if it is found at a later date that wrong / incorrect or excess payment has been recouped on account of CGST/SGST/IGST paid by us.

d) Certified that we are registered as dealer under the CGST/SGST/IGST and our Registration No is.....

e) Certified CGST/SGST/IGST credit availed by me has been taken into account in the rates quoted.



**2.4.2** Any statutory variations in the GST within the accepted contract period shall be to the account of TANGEDCO and statutory variations in the GST beyond the accepted contract period shall be to the account of consultant.

**2.4.3** Similarly any other taxes & duties, imposed by the Government on the consultancy services, within the accepted contract period, shall be to the account of TANGEDCO and that beyond the accepted contract period shall be to the account of consultant.

**2.4.4** In case of any delay in offering any of the consultancy services, covered in the order the GST for such services will be paid as below:

"The GST as applicable within the accepted contract schedule and the GST as applicable on the actual date of service, whichever is less, will be taken for making payment towards GST.

**2.4.5 Applicability of GST TDS :**

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

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

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

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

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

**c) Value of Supply/works for Deduction of TDS :**

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

#### **2.4.6 Releasing of GST portion :**

GST returns shall be filed by the contractor regularly to avoid delay in processing of the bills. Only if returns under GST are filed by the contractor, their invoices would be exhibited in TANGEDCO's GSTR-2A return which can be taken as your GST compliance for this work. On satisfactory verification of invoice details in GSTR-2A in the related month, the bills will be processed further

#### **2.4.7 INCOME TAX:**

It is the responsibility of the consultant to be aware of their income tax liabilities in respect of this contract. TANGEDCO will deduct income tax at source at appropriate rate as applicable for the contract and will be remitted to the Government of India. TANGEDCO will issue necessary tax deduction at source (TDS) certificate. The bidders should furnish the PAN details in their offer without fail.

#### **2.5 JURISDICTION FOR LEGAL PROCEEDINGS**

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in a Court Save in the City Civil Court of Chennai or the Courts of Small Causes at Chennai. It is agreed that no other courts 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 arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in the Chennai City, it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

The bidders shall furnish an undertaking in a non-judicial stamp paper of value Rs.80/- agreeing to the above condition as per schedule furnished in Annexure-I.

#### **2.6 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 Act 1940 in the event of any dispute between the parties.

#### **2.7 SPECIAL CONDITIONS**

The tenderers should clearly indicate their acceptance or otherwise to the following terms and conditions.

1. Payment of security deposit.
2. Specific acceptance of TANGEDCO's terms of payment.

3. TANGEDCO's terms of Liquidated damages for delay in completion of work.
4. Validity of tender.

If no indication is given by the tenderer in his offer it is presumed that the tenderer is agreeable to the terms and conditions of TANGEDCO mentioned in the specification.

## **2.8 DEVIATIONS IN TENDER**

Offers which conform to the specification without any deviations will be preferred. If the tenderer wants to deviate from any of the terms and conditions, the same shall be mentioned clearly.

All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the tender should be attested.

## **2.9 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 contractors either in this contract or any other contracts with TANGEDCO.
- b) To recover any dues against any other contract of the contractors with TANGEDCO, with the available amount due to the contractors against this contract.

## **2.10 REJECTION OF TENDERS**

- A) Tender will be summarily rejected if ,
  - 1) Received by Post / Courier/ E-mail or any other mode other than e-submission.
  - 2) Received with EMD in **Any other mode of payment other than NEFT/RTGS/Account transfer**
  - 3) Not accompanied by the requisite EMD or proof of EMD exemption.
  - 4) Not accompanied with attested copies of evidences for meeting the **bid qualification requirement.**
  - 5) Not digitally signed by the bidder
  - 6) Does not meet Bid Qualification Requirement.
  - 7) Received from any blacklisted firm or contractor.
  - 8) If at any time before acceptance of tender, the tender accepting authority receives information that a tenderer who has submitted tender has been banned by any entity, his tender shall not be accepted even if it may be the lowest tender.
  - 9) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.

- 10) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
- 11) Received from a tenderer who is directly or indirectly connected with Government service or TANGEDCO Service or service of Local Authority.
- 12) Offer received from joint venture/consortium.
- 13) Incomplete and evasive offer.
- 14) Not in the prescribed Form & Procedure
- 15) The firms involved in Court cases/Litigations/Interim stay of the proceedings in respect of TNEB/TANGEDCO.
- 16) The BOQ (Price bid) file is found to be modified by the bidder.
- 17) On evaluation of techno-commercial bids, if the bids does not satisfy the BQR conditions as per section-I clause 12.0, the offer of the bidder will be summarily rejected.
- 18) Non responsive bid
- 19) The documents in hard copy and soft copy do not match as notified in Clause 5 of the "Instructions to bidders for online bid submission".
- 20) If the downloaded tender is found to be tampered/modified in any manner as notified in clause 5 of the "Instructions to bidders for online bid submission".
- 21) Any other condition mentioned elsewhere in this Specification which is not spelt out here under but insists for rejection of tender due to the non fulfillment of those criteria.

**B) Tender is LIABLE for rejection if,**

- 1) received without GSTIN /SAC NUMBER
- 2) Not in conformity with TANGEDCO's technical Specification and commercial Terms.  
If the entire specification is not digitally signed and uploaded in technical Offer as a token of acceptance for having read and accepted all the terms and conditions (Both technical and commercial).
- 3) With validity period less than that specified in the specification.
- 4) If declaration form as per **Annexure IV** are not duly filled and signed by the tenderer.

**2.11 BOARD OF TANGEDCO RESERVES THE RIGHT**

Notwithstanding anything contained in this specification TANGEDCO reserves the right to:

- a) Not to accept the lowest or any tender.
- b) To reject any or all the tenders without assigning any reasons thereof.

- c) To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of the TANGEDCO for good and sufficient reasons.
- d) To revise the quantum of works/ completion period of work of any or all the items covered by this enquiry during the pendency of contract and to terminate the contract in between the agreed stipulated period.
- e) Recover losses if any sustained by TANGEDCO from the successful tenderer who pleads inability to supply/ work and backs out of his obligation after award of contract. The Security Deposit paid shall be forfeited.
- f) To cancel the order in any time, if found not in compliance with the terms and conditions of the contract.

**Any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANGEDCO.**

## **2.12 EVALUATION AND COMPARISON OF TENDER OFFERS**

- a) The tender clauses of this specification are fully governed as per Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 & 2012 and any amendments issued thereafter.
- b) Applicable GST will be considered for price evaluation.
- c) The quoted price shall be corrected for arithmetical errors.
- d) In case of discrepancy between the prices quoted in words and in figures, the lower of the two shall be considered.
- e) The bids received and accepted will be evaluated by TANGEDCO to ascertain the technically and commercially responsive bid for the complete scope of the proposal covered under this specifications and Documents. Out of the tenders found to be substantially responsive after initial examination, the tenderer who has quoted the lowest evaluated price in accordance with evaluation criteria or the tenderer scoring the highest on the evaluation criteria specified as the case may be shall be determined.
- f) Negotiation will be carried out with the L1 tenderer after opening of tenders.
- g) In order to secure the best possible procurement price, negotiation with the tenderer determined as permissible subject to the provisions detailed below.
  - a. If at any time before acceptance of tender, the tender accepting authority receives information that a tenderer who has submitted the tender, has been banned by any procuring entity, the tender submitted by the tenderer shall be rejected even if it may be the lowest tender.
  - b. In the event of failure to remit security deposit within the prescribed period stipulated in Section V clause 1 of this specification, after acceptance, EMD will be forfeited and order cancelled and order may be made to L2 tenderer.

### **2.13 CONSULTANT'S DEFAULT**

If the Consultant neglects to execute the works with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him, in writing by the Owner (TANGEDCO) in connection with the works or contravene the provisions of the Contract, the Owner (TANGEDCO) may give notice in writing to the Consultant to make good the failure, neglect or contravention complained of. Should the Consultant fail to comply with the notice within thirty (30) days from the date of service thereof or the date stipulated for compliance, then and in such case the Owner(TANGEDCO) shall be at liberty to employ other workmen and forthwith execute such part of the works as the Consultant may have neglected to do or if the Owner(TANGEDCO) shall think fit, it shall be lawful for him ,without prejudice to any other right they may have under the Contract, to take the works wholly or in part out of the Consultant's hands and re-contract with any other person or persons to complete the works or any part thereof, and in that event, the Owner (TANGEDCO) shall have free use of all Consultant's equipments /facilities that may have been at the time on the site in connection with the works without being responsible to the Consultant for wear and tear thereof, and to the exclusion of any right of the Consultant over the same, and the Owner(TANGEDCO) shall be entitled to retain and apply any balance which may otherwise be due on the Consultant or such part thereof, as may be necessary, to the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works are executing a part thereof, as aforesaid shall exceed the balance due to the Consultant, the Consultant shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Consultant shall have to pay if the completion of works is delayed.

In addition, such action by the Owner/Purchaser as aforesaid shall not relieve the Consultant of his liability to pay Liquidated Damages for delay in completion of works as defined in Clause 2.14.

### **2.14 LIQUIDATED DAMAGES AND PENALTIES**

If the Consultant fails to complete the works within the time fixed by the TANGEDCO in the LOI of the contract or any extension thereof, the TANGEDCO shall recover from the Consultant as Liquidated Damages, a sum of half percent (½%) of the Contract price of the delayed portion of the work for each completed week of delay and the total Liquidated Damages thus recovered shall not exceed 10% of the Total Contract price. GST if any, applicable will also be deducted.

### **2.15 FAILURE TO EXECUTE THE ORDER**

If the consultant fails to execute the order placed on him to the satisfaction of TANGEDCO under the terms and conditions set forth herein will be liable to make good the loss sustained by the TANGEDCO, consequent to the placing of fresh orders elsewhere at higher rate. In the event of such failure, the difference between the price accepted in the Contract already entered into and the price at which fresh orders have been placed at a later date, consequent to non-fulfillment of the Contract will be recovered from the Consultant. This is without prejudice to the imposition of LD as per clause.

### **2.16 LIMITATION OF LIABILITY:**

The overall total liability of the Consultant arising out of this Agreement for any reason whatsoever including for the conclusively proved faulty engineering services and for the delay as stated above, shall be limited to a maximum ten percent (10%) of the awarded value of Consultancy work.

### **2.17 INSURANCE:**

From the Effective Date of Contract and for the duration of contract, the consultants shall take a policy covering workmen's compensation for the consultants and their staff. The employees of the consultant looking after the structures within the sea, such as CW intake/Outfall structures shall be covered for insurance for undertaking work in marine area (inside sea). The consultants shall be responsible for payment of insurance premium against this policy and also follow up the claims that may arise out of or in commotion with the same.

The consultants shall take a policy covering Automobiles, third party liability insurance, property damage insurance covering automobiles owned or hired by consultants of use in the performance of the Service.

### **2.18 SECRECY:**

The Consultant shall hold in strict confidence of all data, information and records received by him from the OWNER and shall not surrender the same to third parties without prior written approval of the OWNER. All the documents / drawings created for this project are the sole property of TANGEDCO. Any act of copying them and distributing the hard / soft copy of the documents / drawings and utilising them for purposes other than this project without the written consent of the owner is strictly prohibited and liable for legal action.

### **2.19 TERMINATION OF THE CONTRACT**

This contract shall remain in force until completion of the works as covered by this contract. TANGEDCO shall however have the right to terminate this contract by giving 15 days clear notice to the consultant in the event of non fulfillment of

consultant's contractual obligations in time or violations of the agreed terms and conditions of this contract. Upon giving such notice, the consultant shall be eligible for full payment against the quantum of works completed as on the date of such termination and all retention amounts withheld towards commissioning of the units, etc. shall be paid forthwith subject to the condition that the liquidated damages for any delay on the part of the consultant for the works carried out till date of termination will be recovered from the withheld amount along with differential cost in placing orders with another party.

## **2.20 SETTLEMENT OF DISPUTES**

Any disputes or differences arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties.

## **2.21 SUBLET OF THE CONTRACT:-**

The Consultant should not sublet the consultancy contract to any sub contractor under any condition.

## **2.22 GENERAL**

Any other item not specifically indicated in the scope of services, but required by the owner for effective commissioning of the project as per the best practices followed in the Power Industries should be taken into account. The consultant has to provide necessary safety gadgets to their staff working in the project site.

The details mentioned in the specification are only indicative. However the consultant shall get familiarized with the proposed plant site and all allied facilities & facts and suggest ways and measures to TANGEDCO for effective implementation of the project.

\*\*\*\*\*



## **SECTION – III**

### **TECHNICAL SPECIFICATION**

#### **TECHNICAL SPECIFICATION FOR PROJECT MANAGEMENT SERVICES.**

##### **1.0 REVIEW ENGINEERING CONSULTANCY SERVICES WORK FOR THE PROJECT.**

(i) **Review and approval of EPC contractor's basic engineering documents.**

Review and approval of EPC Contractor's basic concepts, design criteria, design procedures, design basis reports etc; to ensure that the resulting detailed engineering and subsequent procurement and construction would meet the contractual requirements in respect of the following aspects:

- a. Scope of work
- b. Technical requirements
- c. Adherence to codes & standards
- d. Compliance to environmental & other statutory norms
- e. Safety, reliability, operability and maintainability aspects
- f. Overall compliance to sound and contemporary engineering practices

(ii) **Review and approval of EPC contractor's detailed engineering drawings, documents and other submissions**

The review and approval shall be for providing assurance to owner that the technical execution is progressing along the agreed contractual lines; the review work shall be such that the extent and efforts are not duplicating the contractor's detailed engineering activity. The review shall cover the following documentation/ drawings as submitted by the EPC contractor:

- a. All basic studies and concept notes
- b. Basic as well as detailed engineering and design of Electrical, Instrumentation, Mechanical, Civil Engineering systems.
- c. Design manuals indicating design criteria, design basis reports, design procedures & assumptions, software details etc.
- d. Plot plan and area plans
- e. General arrangement drawings of buildings and facilities
- f. Flow diagrams, heat & mass flow diagrams and schematics including piping drawings and isometrics, P&IDs etc;
- g. Electrical one-line diagrams
- h. Instrumentation and control schematics, panel configuration drawings and control room layout drawings
- i. Logic diagrams

- j. Protection schemes
- k. Technical data sheets and performance curves / data of major plant and equipment.
- l. Design calculations of critical systems
- m. Any and all of the EPC Contractor's drawings and documentation such the plant aesthetics, lay out etc.

**(iii) Review and approval of documents under "Procurement".**

Review and approval of contractor's documents to ensure that all plant, equipment and services that are procured by the contractor are in line with the requirements of the contract.

The documents to be reviewed shall include:

- a. Purchase specifications of major plant and equipment sub-contracted by the Contractor
- b. Purchase specifications of all civil works sub-contracted by the Contractor.

**(iv) Review and approval of quality assurance plan**

The scope of work shall cover the following tasks related to quality assurance aspects of the project:

- a. Approval of sub-vendors proposed by the EPC contractor.
- b. Review of the EPC contractor's/ sub-contractors and their vendor's Manufacturing quality plans such as QA/ QC including customer hold points for inspection.
- c. Review of shop & site performance test procedures for all major equipment and systems as proposed by the EPC contractor/ sub-vendor.
- d. Review of site quality assurance plans as proposed by the EPC contractor.

**(v) Plant Takeover Services:**

1. Review and approval of documents for testing, commissioning, performance testing for establishing guaranteed performance parameters and for operation & maintenance and training of personnel.
2. Witness performance testing of the plant to be conducted by the EPC contractor at site prior to take-over.
3. Assistance to Owner in interpretation and acceptance of the PG test results.
4. Preparation of defects & liability list.
5. Preparation of warrantee & guarantee points for the EPC contractor.

**(vi) O & M Documents Review**

- a. Review of O&M manuals.
- b. Review and approval of jointly agreed "As-built drawings"/ completion reports prepared and submitted by contractor.

- c. Review of spare parts' lists and determination of adequacy based on the equipment overhaul and running hours.
- d. Review and approval of pre-commissioning checklists for various equipment and systems.

(vii) Support till all detailed & basic engineering review is completed.

(viii) Provide technical assistance in submission of necessary documents to Statutory Authorities, Govt. Agencies (for approvals within the scope of owner) and Project Lenders.

(ix) Review of alternatives/options proposed by EPC contractor and furnishes clear recommendation.

## **2.0 MEETINGS**

(i) Consultant shall undertake the following activities relating to Engineering Review Meeting:

- a. Setting up of the Agenda for each of the meetings including the kick-off meeting and supporting Owner during the meeting. Similarly it should also include assisting owner in finalizing the milestones as per the EPC contract which are supposed to be finalized post signing of the contract (viz. billing break up, payment milestones, documents submission procedure, sub vendor finalization etc)
- b. Review of progress in the approval process of Engineering Drawings/documents, reasons for delay etc; and review of master network schedule and other detailed network.
- c. Review of project co-ordination and communication procedures.
- d. The following meetings (as and when required) shall be organized by the Consultant with the inputs from the site Engineers:
  - 1. Technical co-ordination meeting (TCM)  
The TCM shall be carried out predominantly for discussing various engineering requirements and interface co-ordination between various sub-vendors/ sub-contractors of the EPC contractor.
  - 2. Project review meeting (PRM)  
The PRM shall be carried out predominantly for:
    - Review of monthly progress
    - Identifying slippages and resolution on way ahead.
    - Identifying constraints & hold-ups for present and the next three following months
    - Taking corrective action on various critical items
- e. Consultant shall provide technical data/ inputs to support the Owner in settlement of claims & disputes.

- f. Assisting the Owner in providing solutions to resolving design related problems and contractual problems and site related issues.
- g. Preparation of monthly MIS reports for progress.
- h. Monitoring progress and indicating the slippages, deviations and suggesting the remedial measures.
- i. The Consultant shall be given access to the project document repository of the EPC contractor with a user name and password. The Consultant can access all the project documentation like design basis reports, drawings, vendor data and credentials etc; The Consultant shall arrange to archive all the project documentation in various categories in a chronological manner in electronic format and shall handover the same to the customer at the end of the contract period.

Note: Each meeting may be of 2 days duration and three consultants are required to attend.

### **3.0 Site Management Services**

Consultant shall undertake following activities relating to site management:

- a. Supervision of construction, erection, testing and commissioning of plant, equipment and facilities by the EPC contractor to ensure compliance of the EPC contract with regard to quality and performance. Project Management Consultant should engage **5** persons having atleast **15 years** of experience and **10** persons having atleast **10 years** of experience in various disciplines (Civil, Mechanical, Electrical and Control and Instrumentation) at site to review the quality and progress of works. The Manpower employed should be in such a way to cater the need of the Progress of works.
- b. Consultant shall participate in the discussions between the Owner & EPC Contractor for finalization of the project completion schedule (L1 Network). Subsequently, the EPC Contractor shall develop the detailed L2, L3 ..... LN schedules covering all activities involving detailed engineering, sub-vendor activity and procurement, manufacturing, freight and transport of the equipments, tools and tackles, manpower resources, construction/ execution at site up to COD and handing over the plant to the Owner. These shall form the basis of project implementation.
- c. Consultant shall deploy manpower/ site management team as required to execute the complete project. However, the employees deployed at site by Consultant may change from time to time to match the various project milestones with the prior approval of Owner. The consultant team shall work along with Owner's team at Owner's site office.

- d. Review of resource mobilization by EPC contractor and advising Owner regarding adequacy of special tools/ equipment, manpower and resources of contractor.
- e. Review of EPC contractor's work plans for ensuing week/ month.
- f. Preparation of monthly site progress reports covering current construction status, deviations from approved schedules, critical areas and proposed remedial measures.
- g. Providing advice to the Owner regarding technical problems if encountered at site.
- h. Proposing to the Owner feasible corrective actions to be taken in case of works that are not in line with approved designs/ specifications.
- i. Review and advice regarding field changes desired by contractor.
- j. Review site quality assurance plans and review of implementation as per agreed quality plans.
- k. Review of documents for testing, commissioning, performance testing for establishing guaranteed performance parameters and for operation and maintenance and training of personnel.
- l. Review of pre-commissioning checklists for various equipments and systems.
- m. Review of safety audit of the EPC contractor.
- n. Witness performance guarantee at site on all the important equipments/ systems; review and evaluation of test results, with comments/ recommendations. Conduct independent calculations to verify test results, if warranted.

#### **4.0 FGD & SCR CONSULTANCY SERVICES WORK:**

**FGD:** Preparation of tender specification, to assist in analysis and evaluation of bids, award of EPC contract to the successful bidder and post award consultancy services until completion of the **FGD** including analysis of PG test reports.

**SCR:** Preparation of tender specification, to assist in analysis and evaluation of bids, award of EPC contract to the successful bidder and post award consultancy services until completion of the **SCR** including analysis of PG test reports.

## **SECTION – IV**

### **SCHEDULE OF FEES**

#### **SPECIFICATION NO:CE/P-1/SE/M/Prj./ OT.NO. 01/2021-2022**

**Name of the Work:** Offering **Project Management Consultancy Services** for the post award EPC contract for completion of balance works in 1x660 MW Supercritical ETPS Expansion Thermal Power Project till the completion of the entire project and Pre & Post award consultancy services for the preparation of tender specification, analysis of bids, award of contract for Flue Gas Desulphurisation (FGD) & selective catalyst reduction (SCR) till completion from the date of award of consultancy contract

<b>Sl. No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Rates</b>	<b>Amount in Rs.</b>
<b>1</b>	Lumpsum fee for post-EPC contract award services such as review of Engineering documents and scrutinizing the Design basis reports, Drawings, Technical data sheets and Quality Assurance Plans of various packages to be furnished by the EPC contractor and approval of the same .	Lump sum		
<b>2</b>	Lumpsum fee for attending Technical Co-ordination meetings and project review meetings with the EPC contractor/ TANGEDCO during the post-EPC contract award phase. The lump sum fee provides for <b>all inclusive</b> expenses towards attending 90 meetings with a team of minimum three persons for an average duration of two days each.	Lump sum		
<b>3</b>	The Man-Month Rate For Deployment of <b>Five (5)</b> resident Engineers (with 15 years experience) at project construction site for <b>42</b> months as per the site requirement and after the approval of TANGEDCO.	210 Man-Months (5 Engineersx42 Months=210)		

<b>4</b>	The Man-month rate for deployment of <b>ten (10)</b> Resident Engineers (with about 10 years of experience) at Project Construction Site for <b>42</b> months, as per the site requirement and after the approval of TANGEDCO.	420 Man-months (10 Engineersx42 Months=420).		
<b>5</b>	Pre-award consultancy services for the EPC Contract of <b>FGD</b> , such as preparation of tender specification, to assist in analysis and evaluation of bids, award of contract to the successful bidder.	Lump sum		
<b>6</b>	Post award consultancy services until completion of the <b>FGD</b> including analysis of PG test reports.	Lump sum		
<b>7</b>	Pre-award consultancy services for the EPC Contract of <b>SCR</b> , such as preparation of tender specification, to assist in analysis and evaluation of bids, award of contract to the successful bidder.	Lump sum		
<b>8</b>	Post award consultancy services until completion of the <b>SCR</b> including analysis of PG test reports.	Lump sum		
<b>9</b>	Goods and Service tax (GST) on above items as applicable.			
	Total value of the contract in INR.			

Note: Lump sum charges for attending meetings and Man-month rates for posting the Engineers at site are inclusive of accommodation, boarding, conveyance and other overhead charges such as Insurance etc.,

SIGNATURE :  
NAME :  
DESIGNATION :  
DATE :  
PLACE :  
SEAL :

**ANNEXURE-I**

**UNDERTAKING TOWARDS JURISDICTION FOR  
LEGAL PROCEEDINGS**

**( NON JUDICIAL STAMP PAPER VALUE RS.80/-)**

This undertaking executed at.....on this..... (Date)..... (Month) Two thousand and ..... by M/s .....Registered under Companies Act, 1956 having its registered office at ..... hereinafter called the consultant (which expression shall where the context so admits mean and include its successors in office and in favour of Tamil Nadu Generation and Distribution corporation Limited, a company incorporated under the company Act 1956, having its registered office at No. 144, (Old NO. 800), Anna Salai, NPKRR Maaligai, Chennai-600 002 herein after called the owner(which expression shall where the context so admits means and includes its successors in Office and assigns).

WHEREAS in accordance with the terms of the Tender Specification, the consultant has to furnish an undertaking to the effect that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any matter in any respect under this contract shall be instituted in any court other than in the High court, Madras or District court at ..... or Sub-court at .....or at the District Munsiff court at ..... as the case may be.

IN CONSIDERATION of the Board having agreed to accept the undertaking, the consultant hereby undertakes that 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 or District court at.....or sub court at ..... Or at the District Munsiff court at .....as the case may be it is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though , part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the State of Tamil Nadu, then it is agreed to between the parties that such suits on 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.



IN WITNESS WHEREOF Thiru.....of

M/s ..... hereby put his hand and seal for due observance of the undertaking in the presence of the following witnesses

COMPANY SEAL

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

WITNESSES:

1)

2)

\*\*\*\*\*

**ANNEXURE-II****TURN OVER TOWARDS FULFILLMENT OF BID QUALIFICATION  
REQUIREMENT (BQR)**

Name of the Bidder	Annual Turnover during the Financial Year		
	2018-19	2019-20	2020-21

(For three years)

Documentary evidence (Audited Annual Reports) for above information is enclosed.

Note: Additional sheets of similar size and format may be annexed as per bidder's requirement.

Date :

Signature of Bidder :

Name :

Designation :

Company seal :

**ANNEXURE -III****(Non Judicial Stamp Paper of value not less than Rs.80/-)****BANK GUARANTEE FOR SECURITY DEPOSIT**

Bank Guarantee No. : \_\_\_\_\_

Date : \_\_\_\_\_

THIS DEED OF GUARANTEE made on this ..... day of  
 ..... two thousand..... by the Bank of .....

.....(Bank name & address) (Hereinafter called "Bank")  
 to and in favour of the Tamil Nadu Generation and Distribution Corporation Limited,  
 registered under Companies Act 1956, having its Registered Office at 144,  
 Anna Salai, Chennai-2 represented by the Chief Engineer/Projects-I /  
 ...../...../  
 (hereinafter called " The Owner").

WHETHERAS Messrs .....

..... (herein called "The Consultant") have  
 by virtue of the contract entered into with the owner as per P.O.No./Letter of  
 IndentNo. ....Dt.....agreed with the  
 owner ..... in accordance with the terms and conditions  
 contained therein:

AND WHEREAS in accordance with the terms of  
 the Contract in P.O. No/Letter of intent no  
 ..... dt..... the Consultant has to pay a sum of Rs.  
 ...../- (Rupees .....  
 only) towards security deposit from a Nationalised/ Scheduled  
 Bank.

AND WHEREAS the Consultant has requested the owner to accept bank guarantee  
 in lieu of security deposit for a sum equivalent to **5% (Five percent)** of  
 the value of the contract for the satisfactory performance of the contract.

AND WHEREAS the Bank has, at the request of the Consultant, agreed to  
 guarantee the payment of the said sum in case the contract is not performed in  
 accordance with the specifications indicated in the terms and conditions contained  
 in P.O. No./Letter of indent ..... dated ..... or in the letter dated  
 the.....

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the purchaser having agreed to accept the Bank Guarantee from a Nationalized Bank towards security deposit cum performance bank guarantee for a sum equivalent to Rs..... (Rupees.....only), the Bank do hereby guarantee that if the Consultant fails to perform the contract in accordance with the specification and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without and protest or demur to the purchaser such amount or amounts, as the Bank may be called upon to pay by the Purchaser.

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

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

2. The Bank further undertakes to indemnify the Owner against any loss or damage that may be caused or suffered by the Owner by reason of any breach of the term and conditions in the said Letter of Intent. No. .... dated.....

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

4. The Bank further agrees with the Owner that the Owner shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance of the contract by the said Consultant from time to time or to postpone from time to time any of the powers exercisable by the Owner against the said Consultant and to forbear to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said Consultant or by reasons of any forbearance, act or omission on the part of the purchaser or any indulgence by the Owner to the said Consultant or by any such matter or thing whatsoever which

under the law relating to sureties would but for these provisions have the effect of so relieving the Bank.

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

6. The expression `Bank', `Owner' and "Consultant" hereinbefore used shall include their respective successors and assigns.

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

Signature

With the seal of the Bank

(Name in Block letters)

In the presence of witnesses:

1.

2.

(Name in capitals to be subscribed with designation, Office address or Residential address).

**ANNEXURE-IV**

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

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

The Chief Engineer/Projects-I,  
TANGEDCO,  
5<sup>th</sup> Floor, Western Wing,  
NPKRR Maaligai,  
144, Anna Salai, Chennai-600002.  
Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender for the work of "offering consultancy services in the EPC contract of 1x660 MW supercritical ETPS expansion thermal power project till the completion of the entire project and consultancy services for the preparation of tender specification, analysis of bids, award of contract for Flue Gas Desulphurisation (FGD), Selective Catalyst Reduction (SCR) till the completion of the entire project".

Ref: Tender Specification No. ....

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

---

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender specification (including all documents like annexure(s), schedule(s), etc., which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ Organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ Organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)