



TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

SPECIFICATION FOR
SUPPLY OF HEAVY FURNACE OIL (HFO) TO
THERMAL POWER STATIONS & NCTPP-III OF TANGEDCO

E-TENDERING
Through: NIC Platform

SPECIFICATION NO. CE / MTS –OT.No.001/2022-23
OPEN e-TENDER / TWO PART SYSTEM

OFFICE OF THE CHIEF ENGINEER
Mechanical - Thermal Stations,
Headquarters, Chennai-2
TAMIL NADU.

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

SECTION-I

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

General: Proposal is invited for e-Tendering in "Two Parts" under Open Tender System by CE/MTS, for and on behalf of Tamil Nadu Generation and Distribution Corporation Ltd., for the Supply of HFO to Thermal Power Stations of TANGEDCO viz., Mettur Thermal Power Station-I (**MTPS-I**), Mettur Thermal Power Station-II (**MTPS-II**), North Chennai Thermal Power Station-I (**NCTPS-I**), North Chennai Thermal Power Station-II (**NCTPS-II**) & Tuticorin Thermal Power Station (**TTPS**) and North Chennai Thermal Power Project (**NCTPP-III**) for the year 2022-23.

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

1.0 REGISTRATION:

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

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

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

2.0 SEARCHING FOR TENDER DOCUMENTS:

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

3.0 PREPARATION OF BIDS:

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

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

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

5.0 BIDDING PROCESS:

The entire bidding process is divided into two stages (Part I – Opening of Techno-commercial Bid (Cover A) and Part II- Opening of Price Bid (Cover B) and will be through e-tender.

6.0 OPENING OF TECHNO-COMMERCIAL BID (COVER A) (PART I):

During tender opening, the Techno-Commercial bids (Cover A) will be opened electronically by the nominated members on the specified date and time as specified in the tender invitation.

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.

7.0 OPENING OF PRICE BID OF E-TENDER (PART II):

Price bids (Cover B) of those bidders who fulfil 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.

8.0 PROCEDURE FOR SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.
- 4) The scanned copy of payment made through RTGS/NEFT or by way of account transfer towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 5) A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) **The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**

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

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

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

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

11) The TANGEDCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TANGEDCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

9.0 LATE BIDS:

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

10.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

11. ASSISTANCE TO BIDDERS:

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

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

TENDER INVITATION
TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
SPECIFICATION NO. CE / MTS –OT.No.001/2022-23

1	Tender Specification No.	CE / MTS –OT.No.001/2022-23				
2	Name of Work	Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and NCTPP-III of TANGEDCO Ltd., for the year 2022-23.				
3	Quantity	As per the Technical Specification.				
4	Method of Tender	Open e-Tender System(Two Part System) (Online submission of Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: (https://tntenders.gov.in/nicgep/app) of Tamil Nadu Government e-Procurement System Portal				
5	a) Earnest Money Deposit (EMD)	Rs.2,50,000/- Account No: 0305002100153163 Name of Bank: Punjab National Bank, Anna Salai Branch. IFS Code: PUNB0030500 The EMD amount should be remitted through NEFT/RTGS mode/ Bank Guarantee with one year validity or by way of Account Transfer, two hours before closing time of tender.				
	b) Permanent EMD for Tender of value	Up to 10.00 Crores: Rs.20 Lakhs Up to 50.00 Crores: Rs.40 Lakhs All tenders without any monetary limit: Rs. 1 Crores				
6	URL for online bid submission for e-tender	https://tntenders.gov.in/nicgep/app				
7	Pre Bid Meeting	25.04.2022 @ 02:30 PM				
8	Last date for submission of EMD	04 .05.2022 @ 12.00 HRS (The EMD required should be remitted by the bidder in TANGEDCO Account , through e-payment, by 2 hours before closing time of tender)				
9	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	04.05.2022 @ 02:00 PM The scanned copy of e-receipt containing the Unique Transaction Reference (UTR) number to evidence the EMD payment (or) copy of Bank Guarantee , shall be uploaded along with the bid documents.				
10	Date & time of opening of tender electronically	05 .05.2022 @ 03:00 PM				
11	Specification at website	The tender specification will be placed at the following Web sites. The prospective bidders may download the same. <table><tr><td>TANGEDCO</td><td>www.tangedco.gov.in</td></tr><tr><td>NIC / TN Govt.</td><td>https://tntenders.gov.in/nicgep/app</td></tr></table>	TANGEDCO	www.tangedco.gov.in	NIC / TN Govt.	https://tntenders.gov.in/nicgep/app
TANGEDCO	www.tangedco.gov.in					
NIC / TN Govt.	https://tntenders.gov.in/nicgep/app					
12	Attested Documents to be uploaded by the Tenderers during e-submission	Schedules “B” to “J”, Annexure I to III and other relevant documents which are applicable.				
13	Clarification to be sought for from	Superintending Engineer, Betterment Thermal, III Floor, NPKRR Maaligai, 144, Anna Salai, Chennai 600 002.				
14	Place at which tenders will be opened	Superintending Engineer, Betterment Thermal, III Floor, NPKRR Maaligai, 144, Anna Salai, Chennai 600 002.				

Remarks:

1. If the date of pre bid meeting happens to be declared holiday, then the pre bid meeting will be conducted on the next working day, for which no prior intimation will be given.
2. If the due date for opening the tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.

TENDER SPECIFICATION No. CE / MTS –OT.No.001/2022-23**INDEX**

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SPECIFICATION NO: CE / MTS /O.T.NO: 001/2022-23
SECTION – I - EARNEST MONEY DEPOSIT

1.0 Tenderer should pay the specified amount towards Earnest Money Deposit (EMD) as follows: **EMD: Rs. 2,50,000/-** (Rupees Two lakhs and fifty thousand only)

Earnest Money Deposit:

- 2.1 The Earnest Money Deposit as specified amount above should be in the form of NEFT/RTGS (or) by way of Account Transfer as mentioned in Sl.No.(5) of Tender invitation. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in TNEB/TANGEDCO account through e payment, 2 hours before closing time of tender).
- 2.2. In case the EMD remittance through same Bank, a copy of Bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank account number of the bidder, and IFSC Code shall be uploaded, so as to verify the credit of same in TANGEDCO bank account scroll for ensuring the EMD compliance of bidders.
- 3.0 **Bank Guarantee (BG):**
- 3.1 The EMD in the form of Bank Guarantee (BG) with one year validity is also acceptable.
- 3.2. The Bank Guarantee towards EMD shall be in the form of an irrecoverable Bank Guarantee on non-judicial stamp paper of value not less than Rs.100/-as per the proforma enclosed as Annexure-II in section VI of this specification obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.
- 3.3. The scanned copy of the B.G shall be uploaded with the Bid. **Original BG should be furnished by the tenderers to TANGEDCO.**
- 3.4. The Bank Guarantee shall be valid for one year.
4. The e-receipt of payment of EMD through NEFT/RTGS/Accounts Transfer or the scanned copy of the Bank Guarantee should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected.
Any other mode of payment of EMD other than NEFT/RTGS or by way of Account Transfer / Bank Guarantee shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.
5. The EMD will not carry any interest.
6. The Earnest Money Deposit will be refunded to the unsuccessful tenderers by the Superintending Engineer/Betterment -Thermal after rejection/ non-acceptance of their tender.
 The Earnest Money Deposit will be refunded to the successful tenderers by the Superintending Engineer/Betterment -Thermal at a reasonable time, after placing of Purchase orders.

If the tenderers submitted the Earnest Money Deposit in the form of BG, the original BG will be returned to the successful tenderer/ unsuccessful tenderer at a reasonable time period, after finalisation of the Tender.

7. EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT :-

As per Notification No.S.O.2119(E) dated 26.06.2020 of Government of India, Ministry of MSME, all Micro, Small and Medium Enterprises shall register by Composite criteria under Udyam registration and the procedure for registration & guidelines are given below in Note.

- (i) The following categories of Industries are exempted from payment of EMD subject to ensuring that the tendered item/ service should be covered in their Registration Certificate showing the materials permitted to manufacture and period of validity of certificate.
 - a) The Micro & Small Enterprises located within the State and registered with the Government of Tamil Nadu, Department of Industries and Commerce, District Industries Centre.
 - b) The Micro & Small Enterprises registered with the National Small Industries Corporation.
 - c) The Micro & Small Enterprises Udyam Registration Certificate obtained from the District Industries Centre in respect of those items for which the Registration Certificate has been issued.
 - d) Departments of the Government of Tamil Nadu.
 - e) Undertakings and Corporations owned by the Government of Tamil Nadu.
 - f) Labour Contract Co-operative Societies.
 - g) Tiny Industries registered with the State of Tamil Nadu and Registration Certificate issued by the Department of Industries and Commerce/ Government of Tamil Nadu in respect of those items covered under the Registration Certificate.
 - h) The Small Enterprises located outside the State and registered with National Small Industries Corporation in respect of those items covered under Registration Certificate.
- (ii)
 - a) The Micro & Small Enterprises having provisional registration certificate are not eligible for exemption.
 - b) Central and the State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.
- (iii) **DOCUMENTS TO BE UPLOADED AS A PROOF OF ELIGIBILITY FOR EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT:**
 - a) Attested copy of Udyam Registration Certificate issued by the Department of Industries and Commerce, District Industries Centre for Micro and Small Enterprises registered within the State of Tamil Nadu.

- b) Attested copy of Udyam Registration Certificate issued by the Department of Industries and Commerce, District Industries Centre in their respective states and Registration Certificate of National Small Industries Corporation Limited for Micro and Small Enterprises registered outside Tamil Nadu.
 - c) Certificate from Chartered Accountant for turnover value for the purpose of classification as per Notification No.S.O.2119(E) dt 26.06.2020 of Government of India, Ministry of MSME.
 - d) Certificate from Chartered Accountant for investment value in Plant and Machinery for the purpose of classification as per Notification No.S.O.2119(E) dt 26.06.2020 of Government of India, Ministry of MSME.
- (iv) In the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract to the effect to pay as penalty an amount equivalent to EMD. The State Government, Public Sector Undertakings who are exempted from payment of EMD/ SD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.
- (v) **CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES:-**
- a) If the documentary evidences towards Exemption from payment of EMD are not uploaded
 - b) If the tendered items/ services are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
 - c) If not furnished the certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value.
 - d) If the documentary evidences produced for Exemption from payment of EMD not attested by the Gazetted Officer/ Notary public.
8. The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY rejected.
- i) The e-receipt of payment of EMD through NEFT/ RTGS/ Account Transfer/BG.
 - ii) The proof of exemption of EMD and Certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value for classification.
9. The Earnest Money Deposit made by Tenderer will be forfeited after e-tender opening if:
- (a) the firm withdraws the tender or backs out after acceptance.
 - (b) the firm withdraws the tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
 - (c) the firm violates any of the provisions of these regulations contained herein.
 - (d) the firm revises any of the terms quoted during the validity period.
 - (e) In the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/ contracts in TANGEDCO.

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

Government of India, Ministry of MSME, vide Notification No.S.O.2119(E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in "Udyam Registration Portal" to obtain an e-certificate viz. Udyam Registration Certificate.

Composite Criteria: A composite criteria of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprises as Micro, Small and Medium.

The composite criteria stipulated in the said notification are to be complied by the micro and small industries for claiming EMD exemption and purchase preference in TANGEDCO's tenders floated from 01.07.2020 onwards.

Classification of Enterprises: An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely:--

(i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees

(ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and

(iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

Calculation of Turnover:

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

The turnover value has to be certified by a Chartered Accountant whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover and same is to be uploaded in the bids in case the bidder claims EMD exemption.

Calculation of Investment:

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

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

Updation and transition period in classification :

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self declaration basis.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.

In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

The **PEMD** slab and the monetary limit of tender value eligible for EMD exemption against PEMD are as below as per the (Per) CMD TANGEDCO Proceedings No. 10, Dated: 11.11.2021.

Sl.No.	PEMD Slab	Monetary limit of tender value of 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.

The PEMD holders of TANGEDCO headquarters/NCTPS-I having PEMD of Rs.20 lakhs and above can participate in this tender without paying separate EMD.

PERMANENT EARNEST MONEY DEPOSIT SCHEME OF THE TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED WAS OPERATED WITH THE FOLLOWING CONDITIONS.

1. The deposit cannot be withdrawn by the tenderers within 3 years from the date of deposit under any circumstances.
2. The deposit shall not carry any interest.
3. Sister concerns of the depositing firm are not entitled to quote on the basis of this Earnest Money Deposit.
4. Quotation from the Branch Offices of the Depositor. Which are part and parcel of the firm, will however, be valid when quoted on the authority of this permanent earnest money deposit.

5. The permanent Earnest Money Deposit will be in- operative once the depositor gives his application in writing for withdrawal of the deposit after the minimum period of 3 years.
6. The permanent Earnest Money Deposit is susceptible of being forfeited in the circumstances enumerated in individual specifications.
7. The permanent Earnest Money Deposit will be subject to forfeiture against any dues to the TANGEDCO from the Depositor.
8. The deposit is of a permanent nature and enables the depositor to quote against tenders floated by all the Tender Inviting Authorities of TANGEDCO. Hence, requests for withdrawal of the deposit after the minimum period of 3 years can be complied with only after getting the clearance certificate from various officers of the Corporation. The depositors are therefore, advised that refund of deposit will take time and claims for interest for delay etc. Will not be entertained.
9. Requests for refund should be made duly surrendering the original Cash receipt and registration certificate.
10. Any suit or legal proceedings arising under this Scheme shall not be instituted in any Court Save in the City Civil Court of Madras or the Court of Small Cause at Madras under any circumstances whatever, irrespective of the fact that cause of action might arise under the jurisdiction of some other court.
11. The amount of Permanent Earnest Money Deposit is subject to revision from time to time at the discretion of the Corporation.
12. Successful tenderers who had participated in the tenders upon PEMD will have to remit the full amount of Security Deposit required for individual contracts.

SPECIFICATION NO: CE / MTS /O.T.NO: /2022-23**SECTION – II****BID QUALIFICATION REQUIREMENTS (BQR)**

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

Required evidence for the following BQR conditions should be furnished along with the tender. Otherwise the offer will be summarily rejected.

- 1) The bidder should be a manufacturer of HFO. In case of bidders other than PSUs, they should enclose the attested copy of Certificate of Registration (License)/ UAM (Udhyog Aadhar Memorandum), as a proof for being a manufacturer.
- 2) The bidder should have supplied a minimum total quantity of 5000 MT of HFO put together to power stations of the following Organisations, viz.. TANGEDCO (TNEB) / other SEBs / PSUs / Private Power Utilities, during any one of the last ten financial years. Attested copy of the purchase orders along with invoices of supplied quantity should be enclosed, as evidence for the above. In case of bidders other than PSUs, they should enclose the vendor rating for the satisfactory execution of the concerned purchase order and satisfactory performance of the product supplied and if the supply has been made to TANGEDCO (TNEB), the vendor rating & performance will be obtained by the tender inviting authority.
- 3) The annual turnover of the bidder should be more than Rs. 150 Crores for all the three financial years i.e., during 2018-19, 2019-20 and 2020-21. Attested photo copies of Annual Audited Balance Sheet or income statement duly certified by a Chartered Accountant for all the three concerned years should be enclosed.
- 4) The documentary evidences for the above three BQRs should have been attested by the Notary public / Gazetted Officer, and furnished in the soft form for this e-tender.

SECTION – III - REJECTION OF TENDERS

I. Tenders will be SUMMARILY rejected if:

- a). The EMD requirements are not complied with.
- b). If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected. Tenders received from Agents/Dealers will not be considered.
- c). Any one of the Bid Qualification Requirements as per Section-II of this Specification are not satisfied.
- d). **If Price bid in any form (including Schedule "A" format) is uploaded in Techno Commercial Bid (Part-I).**

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

- a) Received after the expiry of the due date and time.
- b). If the declaration as specified in Schedule D is not signed and uploaded.
- c). With validity period less than that stipulated in this specification.
- d). Not in conformity with TANGEDCO's Commercial terms and Technical Specifications.
- e). Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
- f). From any black listed Firm or Contractor.
- g). Received by E-Mail / Fax.
- h). From a tenderer whose past performance / Vendor rating is not satisfactory
- i) Not uploading/containing all required particulars as per Schedules "B" to "J" and relevant Annexures I to III.
- j). Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- k). The offer of bidders who have not furnished the GSTIN Number in the offers.
- l). If transportation (FOR-Destination) is not quoted by the vendor.

SECTION - IV - INSTRUCTION TO TENDERERS

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

1.0 GENERAL:

E- Tenders are invited against the "**Tender Specification NO. CE/MTS/ O.T. NO: 001/2022-23**" for Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations of TANGEDCO namely, Mettur Thermal Power Station-I (**MTPS-I**), Mettur Thermal Power Station-II (**MTPS-II**), North Chennai Thermal Power Station-I (**NCTPS-I**), North Chennai Thermal Power Station-II (**NCTPS-II**) & Tuticorin Thermal Power Station (**TTPS**) and NCTPP-III

2.0 SUBMISSION OF TENDER OFFER:

- 2.1 The tenderer is expected to examine all instructions, Schedules and Annexure detailed in the Specification and submit the Schedules ("B" to "J") and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.

3.0 SUBMISSION OF TENDERS:

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

4.0 Modifications/Clarifications to Tender Documents:

- 4.1 At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.

- 4.2 In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Chief Engineer/Mechanical - Thermal /TANGEDCO/Chennai-2 will clarify the same.
- 4.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/Mechanical- Thermal, TANGEDCO, Chennai-600002 on the clarifications will be final and binding on the Tender.
- 4.4 All tender offers except Schedule "A" shall be prepared by typing or printing in the formats enclosed with this specification.
- 4.5 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

5.0 QUOTATION OF RATES:

- 5.1 Rates should be quoted in both figures, i.e. integers and words. In case of ambiguity between rates in figures and words, lower of the two will be taken for tender evaluation.
- 5.2 Offers giving lump sum price, without giving their breakup as per details required in the attached Price Schedule-A (not be uploaded) shall be liable for rejection.
- 5.3 The rates quoted should be inclusive of all incidental expenses for carrying out subject work. All the expenses to be incurred by the contractor are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value. The applicable GST shall be worked out on the transaction value only.
- 5.4 The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed on to TANGEDCO while quoting the price. (ANNEXURE-I)

6.0 PRINTED TERMS AND CONDITIONS IN TENDERS:

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

7.0 INCOMPLETE TENDERS:

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

8.0 AMBIGUITIES IN CONDITIONS OF TENDERS:

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

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

- 8.2 Tenderers shall bear all costs associated with the participation in the e- Tender and the purchaser will in no case be responsible or liable for these costs.
- 8.3 No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
- 8.4 The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, telephone, Fax Nos. and Electronic mail IDs, etc. in their tenders so as to arrange inspection by the TANGEDCO, if considered necessary.

9.0 DESTINATIONS-WHERE MATERIALS ARE REQUIRED:

The prices quoted should be on "FOR Destination basis" for delivery at all the Thermal Stations as specified in Clause 11.7 of Section V.

10.0 TENDER OPENING:

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

The Tender offers except price Bid will be opened electronically at 15:00 Hrs. on the date notified at the Office of the Superintending Engineer, Betterment-Thermal/Mechanical Thermal Station Wing, Headquarters Chennai-600002, through <https://tntenders.gov.in/nicgep/app>. Tenderers need not visit TANGEDCO office during tender opening, whereas tenderers can witness the tender opening event through their respective login.

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

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

As this e-tender is a Two Part Tender System, the date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfil the BQR criteria and whose bids are found to be commercially and technically acceptable.

11.0 INFORMATION REQUIRED AND CLARIFICATIONS:

- 11.1 In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 11.2 TANGEDCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

- 11.3 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
- 11.4 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against TANGEDCO for rejection of his offer, except as mentioned in Clause-15.0 of Section-IV. TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against TANGEDCO.

12.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:

- 12.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act 1998; the Tamil Nadu Transparency in Tender Rules 2000; the Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 and subsequent amendments thereof are applicable to this Tender.
- 12.2 The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 12.3 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:
- a) The quoted price may be corrected for arithmetical errors.
 - b) The L1 tender will be fixed on the same yardstick, based on the **Landed Cost arrived per MT of HFO**, which is inclusive of Basic price, Insurance, Transportation charges , Discount and applicable taxes & duties, if any, etc as quoted by the bidders. The Transportation Charges quoted per MT of HFO will be kept FIRM throughout the contract period. The Basic price per MT of HFO and applicable taxes alone are variables as per the ruling on the date of supply.
 - c) The percentage of GST for HFO, Transit Insurance & Transportation Charges (as the case may be) along with the HSN code shall be indicated in the offer.
 - d) Offers will be evaluated in pursuance of the above clauses and no price preference shall be extended in evaluation of offers as in Tamilnadu Transparency in Tenders Act.
 - e) In case of discrepancy between the prices quoted in words and in figures, the lower of the two shall be considered.
 - f) **The evaluation of tenders will be processed, station wise only.**

13.0 VALIDITY:

- 13.1 The tender offer shall be kept valid for acceptance for a period of **180 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.

- 13.2 Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TANGEDCO.

14.0 RIGHTS OF TANGEDCO:

Rights to reject the tenders:

- 14.1 After negotiation with the Tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.
- 14.2 The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

Notwithstanding anything contained in this Specification, TANGEDCO reserves the rights:

- a) To recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
 - b) To cancel the orders for not keeping up the delivery schedule.
 - c) To vary the delivery period based on the requirement and contingencies at the time of placing the Rate contract.
 - d) To accept the lowest eligible tender.
 - e) To reject any or all the tenders or cancel without assigning any reasons there for.
 - f) To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of TANGEDCO.
 - g) To order additional quantity to the extent of 25% if necessary during the pendency of the contract.
- 14.3 The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

15.0 DEVIATIONS:

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

16.0 BAR OF JURISDICTION:

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

17.0 APPEAL:

Any Tenderer aggrieved by the order passed by the Tender Accepting Authority under Section-11 of the Tamil Nadu Transparency in Tenders Act 1998 may appeal to the Government within 10 (Ten) days from the date of receipt of order.

18.0 TENDER DOCUMENT:

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

19.0 SCHEDULES AND ANNEXURES:

The Schedules "A" to "J" along with Annexure I to III are enclosed with the specification for reference and fill up wherever necessary, **except Schedule "A"**. The tenderer shall furnish all the required details without fail as per the enclosed schedules & annexure and upload **except Schedule "A". The Schedule "A" (Prices) is a format for quoting and not to be uploaded in the website.**

20.0 PRE BID MEETING:

The Pre-Bid meeting for the procurement of HFO for the year 2022-23 will be held on 25.04.2022 @ 14:30 hours at the office of the Chief Engineer/Mechanical-Thermal Stations, Headquarters, TANGEDCO, Chennai -2. If the date of pre bid meeting happens to be declared holiday, then the pre bid meeting will be conducted on the next working day, for which no prior intimation will be given.

21.0 REGISTRATION OF VENDORS IN THE IMS ONLINE PORTAL:

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

21.1 The Digital based Statutory Compliance Service Audit will be integrated with the online Bill processing system. All the bills will be processed only after the Statutory Compliance Clearance Certificate of the Online Compliance Service Providers.

21.2 The bidder should obtain the labour license so as to comply with the Contract Labour (Regulation & Abolition) Act 1970 and Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983 for registration of vendors in the IMS online portal.

22.0 ONLINE BILL PROCESSING SYSTEM:

- 22.1 For all the Suppliers/ Contractors of TANGEDCO , the Vendor registration is mandatory, for which vendor portal is made available in public website for access by all Suppliers/ Contractors. Website address: <http://exam.tnebnet.org/tnebvendo>.
- 22.2 If all the required information and documents uploaded by the Supplier/ Contractor is correct, Statutory Compliance Clearance Certificate will be issued by Online Statutory Compliance Audit Service Providers through IMS portal. The Bills of the Suppliers/ Contractors of TANGEDCO will be processed only after obtaining the Statutory Compliance Clearance Certificate. The Supplier /Contractor can submit the invoice through online in IMS by using the allocated ID .
- 22.3 The charges for Statutory Compliance Clearance Certification is at the rate of Rs 2.00/per man day per month with min. charges of Rs 400/- and max. charges of Rs 3200/- and Rs 300/- for re audit due to reasons attributable to the Contractor. The charges should be paid by the respective contractor to the Service Provider through online.
- 22.4 Any queries shall be mailed to IMSInfo@tnebnet.org

SECTION V

COMMERCIAL TERMS AND CONDITIONS

1.0 GENERAL:

The scope of the contract shall be as detailed in Section VI of this specification.

2.0 Location:

MTPS-I is of 840 MW total capacity, located at 370 kms (appx.) from Chennai. It is well connected by Rail and Road routes. Nearest Railway Station is Mettur Dam. Pin code- 636406.

MTPS-II is of 660 MW total capacity, located at 370 kms (appx.) from Chennai. It is well connected by Rail and Road routes. Nearest Railway Station is Mettur Dam. Pin code- 636406.

NCTPS I is of 630MW total capacity, located at 25 Kms (appx.) from Chennai. It is well connected by Rail and Road routes. Nearest railway station is Athipattu Pudu Nagar. Pin code- 600120.

NCTPS II is of 1200MW total capacity, located at 25 Kms (appx.) from Chennai. It is well connected by Rail and Road routes. Nearest railway station is Athipattu Pudu Nagar. Pin code- 600120.

TTPS is of 1050 MW total capacity, located at 600 Kms (appx.) from Chennai. It is well connected by Rail and Road routes. Nearest railway station is Tuticorin. Pin code- 628004.

NCTPP- III is 800 MW total capacity, located at 25 Kms (appx.) from Chennai. It is well connected by Rail and Road routes. Nearest railway station is Athipattu Pudu Nagar. Pin code- 600120.

3.0 Completeness of Tender:

The tender should be complete in all respects.

In order that the tenders may receive full consideration, the whole information called for in the accompanying schedules (Except Schedule "A") and elsewhere together with relative leaflets, literature etc., must be supplied by the tenderer.

The tenders not containing the complete details as above are liable for rejection.

4.0 PRICE:

The Prices quoted shall prevail on the date of booking or date of receipt of Oil, whichever is lower, inclusive of all incidental expenses for carrying out subject work. All the expenses to be incurred by the contractor are required to be included to the extent they are charged for to arrive the contract value, ie., transaction value. The applicable GST/VAT/CST/other taxes if any (whichever is applicable from time to time as per government orders) shall be worked out on the transaction value only. The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed on to TANGEDCO while quoting the price.

5.0 CONTRACT SCHEDULE:

The contract period is for the period of one year from the date of issue of P.O. Delivery of HFO: As per delivery schedule given in Clause 2 of Section VI.

6.0 **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

The Tenderer shall indicate the Permanent Account No. in Schedule 'J' of the specification and should enclose the details of PAN issued by Government of India, Income Tax Department and GSTIN number of the firm with proof with the tender.

7.0 **GOODS AND SERVICES TAX**

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

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

The GST Details in respect of TANGEDCO are as under:

Billing Address	
Provisional GSTIN Registration No.	33AADCT4784E1ZC
ARN	AA330617106413K
Type of Customer	Company
Name & Address as Registered in GSTIN –Place of Business	Tamil Nadu Generation and Distribution Corporation Ltd, 144 Anna Salai, NPKRR Maaligai, Chennai-600002
State of Registration of GSTIN	Tamil Nadu

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

The appropriate rate of GST as per GST Act will be levied on Liquidated Damages and EMD, Security Deposit Forfeiture if any and amount will be recovered from the bills.

- i. Goods and Services Tax (GST) is a modern law, has been brought after Article 366 (12A) of the Constitution as amended by 101st 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. Any supplier of goods and service provider of service who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria is set at Rs.10 lakhs. In simple words, every business whose taxable supply of goods or services under GST and whose turnover exceeds the threshold limit of Rs.20 lakh/10 Lakh as applicable will be required to register as a normal taxable person.
- iv. **GST Registration Number:** TANGEDCO has migrated into GST regime on 15.6.2017 by duly uploading various mandatory data as required by the GST portal. **The provisional ID issued to TANGEDCO is 33AADCT4784E1ZC.** The details are also posted in TANGEDCO web portal.

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, 1 digit represent the entity code (like proprietorship or partnership, etc), 1 digit is blank and last one is represent check digit.

- v. **Transaction Value:** The value of a supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value, ie., the price actually paid or payable.
The conditions for accepting the transaction value are:
a) Supplier and the recipient of the supply are not related.
b) Price is the sole consideration for the supply
- vi. **Composition Scheme:** Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (currently Rs.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.

Eligibility for composition scheme: Sec 10(2) of the Central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub-section (1) if

- He is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
- He is not engaged in making any supply of goods which are not leviable to tax under this Act;
- He is not engaged in making any interstate outward supplies of goods;
- He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
- He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.

vii. Supply of Services and Goods: When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services

- (a) **COMPOSITE SUPPLY:** A composite supply is the one where all the goods or services or a combination as to supplied together, ie., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.
- (b) **MIXED SUPPLY:** A mixed supply is where the goods or services or the combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate of the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution whichever is less only will be admitted.

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

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

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

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

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

8.0 PAYMENT TERMS:

- 8.1 Payments for the supplies will be made at Central Payment Section, O/o. CFC/ General, Chennai-02 by NEFT/RTGS mode on any one of the Nationalized Banks/ Scheduled Banks approved by Reserve Bank of India in Tamil Nadu. The bank charges involved in making payment will be to the account of the supplier.
- 8.2 Payments will not be made for defective supply during transit. All defective supplies shall be replaced by the supplier free of charge.

- 8.3 The terms of payment will be as follows: 100% value of HFO along with taxes, duties and other charges will be paid within a time frame of 45 days from the date of receipt of each consignment of supply in good condition at the respective power stations. In the event of TANGEDCO failing to upkeep the stipulated Time frame for releasing the payment, to SSI units and non SSI units against the procurement of materials contract, the simple interest would be paid for the delayed period at SBI 3 months MCLR. The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailing on the date of the P.O shall be taken as base date to ascertain the interest rate.
- 8.4 The supplier should supply the fuels as per delivery schedule given by concerned Chief Engineer of the Thermal Power station only after getting despatch instruction. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches. The despatch instruction will be issued by the consignee Superintending Engineers.

9.0 ADVANCE PAYMENT:

No advance payment will be given. Tenders insisting on advance payment are liable for rejection.

10.0. SECURITY DEPOSIT :

- 10.1. The successful tenderer will have to furnish 5% of Contract value as Security Deposit by means of electronic mode of payment or D.D./Bankers Cheque /irrevocable Bank guarantee as detailed below:
- 10.2. Electronic mode of payment or Banker's Cheque or Demand Draft or Irrevocable Bank Guarantee will be accepted towards payment of Security Deposit cum Performance Guarantee for the value of Purchase order . In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee to 5% of the Contract value.
- 10.3. The Security Deposit shall be returned to the supplier after the expiry of guarantee period ensuring that defects/ damages during the guarantee period are rectified/ replaced. If the purchaser incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.
- 10.4. The successful tenderer will have to furnish the Security Deposit within 30 days from the date of receipt of P.O. The security deposit cum Performance Bank Guarantee will not carry any interest..
Belated payment of Security Deposit will not be accepted.
- 10.5. The Security Deposit shall be valid for a continuous period of 15 months from the date of receipt of commencement of supply of goods / materials at site in good condition. In case of delay in supply, the BG should be extended suitably till completion of guarantee period.
- 10.6 Failure to comply with the terms regarding security deposit set out in the purchase order within the stipulated time of the successful tenderer will entail in the cancellation of the purchase order without any further reference to the supplier.

11.0 TRANSPORTING:

- 11.1 The supplies shall be securely packed and despatched, freight paid, duly insured at supplier's risk and cost.
- 11.2 Packing may be according to manufacturer's standard practice.
- 11.3 The contractor is responsible for informing himself of
 - (i) the facilities that exist for Road transport to site and
 - (ii) maximum weights and size of packages conveyed by the ROAD.
- 11.4 Protective measures shall be taken during packing to prevent damage from moisture, rain, Shock, etc. under tropical climatic conditions, in accordance with the different characteristics and requirements of the supply.
- 11.5 The despatch of materials shall be made only after the receipt of despatch instruction.
- 11.6 Each supply shall be clearly marked and contained detailed packing list such as quantity, gross weight, net weight, etc.
- 11.7 The Supply of HFO to all the Thermal station must be on **"FOR Destination basis"** only. The transportation charges are under the scope of supplier and the HFO transportation charges shall remain firm throughout the contract period.

11.8 E-Way Billing:

E-Way Bill is an electronic document to be generated to cover movement of goods more than ₹1,00,000 and such generation needs to be done in e-way bill portal. Consequently, transporters of goods are required to carry an e-way bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, integrated tax and cess charged, if any. But it will not include value of freight charges for the movement charged by the transporter.

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

12.0 LOSS OR DAMAGES:

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

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

12.3 Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification, it will be open to the purchaser wither to repudiate the entire contract and claim damages or accept such parts of the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account or require the supplier to replace the defective goods, free of cost.

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

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

13.0. LIABILITY FOR ACCIDENT TO PERSONS:

The contractor shall indemnify and save harm to the purchaser against all actions, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, the person employed by the contractor or his sub-contractor on the works whether under the General laws or under the workmen's compensation act 1923, or any other status in force at the date of the contract dealing with question of liability of employee for injuries suffered by employees and to have taken steps properly to insure against any claims hereunder.

On the occurrence of an accident which result in the death of the workmen employed by the contractor or which is due to the contract work and so serious as to be likely to result in the death of any such workmen the contractor shall within 24 Hrs. of happening of such accident intimate in writing to the concerned Engineer and such officer required by the provision of workmen's compensation act the fact of such accident. The contractor shall indemnify TANGEDCO resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by TANGEDCO as a consequence, of TANGEDCO failure to give notice under the provision of the said act in regard to such accident.

In the event of any claim being made or action brought against the purchaser involving the contractor and arising out of the matters referred to an in respect of which the contractor conduct all negotiations for the settlement of the same or any litigation that may arise thereof from. In such cases the purchaser shall at the expenses of the contractor afford all available assistance for any such purpose.

In the event of accident in respect of which compensation may become payable under workmen's compensation act III of 1923 and any subsequent amendment thereof whether by the contractor or by TANGEDCO, as principal, it shall be lawful for the Engineer to retain in out of moneys due and payable to the contractor such sum or some of money as may, in the opinion of the said Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under clause and will not subject to any arbitration.

- 13.1.** Liability for damage or loss to third party including inspection of officers due to act of the contractor or his plant or sub-contractor connected with the execution of this contract shall be fully borne by the contractor. The contractor shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the workmen compensation act. All cases of accidents or injuries shall be reported to the Engineer with all workmen's compensation act.
- 13.2.** The contractor should report above all accidents within 24 hrs. to the Engineer of TANGEDCO in the preliminary accident form. He should furnish other particulars such as medical certificates, wages particulars, witness certificates, proof of having paid the compensation fixed by TANGEDCO etc. in due course without delay.

14.0 LIABILITY FOR DAMAGE TO WORKS OR PLANTS:

The contractor shall during the progress of the work, properly cover up and protect the work and plant from injury by exposure to the weather and shall take every reasonable proper timely and useful precaution against accident or injury to the same, from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, of occasioned by the acts or commissions or the contractor or his workmen or his sub-contractor and all the losses and damages to the works or plant arising from such accident or injuries as aforesaid shall be made good in the most complete and sub-spatial manner and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer should such loss or damage happen to units or works or plant or materials falling outside the scope of this contract and due to the contract, these shall be replaced or compensated for by the contractor to the satisfaction of the Engineer.

15.0. LIQUIDATED DAMAGES:

- 15.1. The delivery as specified should be guaranteed by the supplier under the liquidated damages clause given below :
- 15.1.1 It is the responsibility of the supplier to arrange for inspection, despatch etc. in time to keep up the delivery schedule.
- 15.1.2. GST on LD if applicable will also be recovered from the Bills.
- 15.1.3 If the supplier fails to deliver the equipments/ materials within the time specified in the indent or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT (0.5%) of the All inclusive price of the undelivered equipments/ Materials for each completed week of delay. The total liquidated damages shall not exceed Ten percent (10%) of the All-inclusive price of the equipments / materials so delayed. Only the date of actual receipt of materials at stores will be reckoned as date of delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for inspection, despatch etc. in time to keep up the delivery schedule.

In case of delay in completion of work (either by Supplying the materials in time or with delay), the LD will be deducted from the bills at 0.5% of total value of contract for each completed week of delay. The total LD shall not exceed 10% of total value of contract

- 15.1.4. It should be noted that if a contract is placed on the higher tenderer in preference to the lowest acceptable tender in consideration of the offer of earlier delivery, the said contractor will be liable to pay the TANGEDCO Ltd the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies in terms of such contract within the delivery period specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.
- 15.2. Equipment will be deemed to have been delivered only when all its component parts and its accessories are also delivered. If certain components and accessories are not delivered in time the whole equipment will be considered as delayed unless, the missing parts are delivered.
- The Liquidated damages will also be levied for the quantity not supplied as is done for the delayed supplies. If supplies effected in part could not be beneficially used by the TANGEDCO Ltd (due to such incomplete supply), liquidated damage will be worked out on the basis of entire contract price with applicable GST and not on the value of delayed portion only.
- 15.3. If supplies to be rendered against the rate contract are made by the supplier beyond the period of delivery stipulated in the indent and if they are accepted by the TANGEDCO Ltd, such acceptance is without prejudice to the TANGEDCO Ltd's rights to levy liquidated damages for the delay in supply.
- 15.4. The suppliers are liable to pay the amount of loss sustained by the TANGEDCO Ltd in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TANGEDCO Ltd under the terms and conditions of contract and in the event of placing orders for such quantities on some others at a higher price.
- 15.5. Tenderer's not giving clear and specific acceptance to the above clauses is liable to be rejected.
- 15.6. If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.
- 15.7. The defaulting suppliers will be made liable to pay to the TANGEDCO Ltd in addition to liquidated damages for delay, the actual difference in price, wherever TANGEDCO Ltd orders the delayed quantity to be supplied/executed by other agencies at a higher rate. This is without prejudice to other rights under the terms of contract.
- 15.8. The TANGEDCO Ltd will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the order, notwithstanding its rights to claim Liquidated Damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.

- 15.9 The actual date of receipt of each material at TTPS Stores with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
- 15.10 The penalty, if any, will be recovered from any amount due to the contractor either in this purchase order / contract or any other Purchase Order / contract placed on him, including SD, Retention amount, Balance amount etc.

16.0. FORCE MAJEURE:

- 16.1. The supplier shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:
- a). Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.
 - b). Natural phenomena, such as floods, drought, earthquakes and epidemics.
 - c). Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restriction.
 - d). Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, break down of essential machinery or equipments etc.
 - e). Strikes, slow down, and lockouts.
 - f). Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier produces documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply.

All the provisions of this clause shall apply whether the disruption cause is total or partial in its effect upon the ability of the supplier to perform.

NOTE: The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the firm.

- 16.2. Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, TANGEDCO Ltd may at its option terminate the contract by a notice in writing.
- 16.3. The Power cut shall not be considered under force majeure condition. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.

17.0 GUARANTEE:

The HFO supplied by the tenderer shall be guaranteed for satisfactory performance of Fuel Oils as per IS standards, HFO must conform to IS: 1593-1982.

18.0 TEST CERTIFICATE:

Tests as per ISS (with its latest editions and amendments) shall be conducted wherever applicable and the test results (in quadruplicate) should be furnished to the consignee Superintending Engineer/ ...(concerned) Thermal Stations. The supply shall be rejected, if the test results are not satisfactory.

19.0 INSURANCE:

The contracted price is inclusive of insurance charges. The materials shall be insured against transit risks with any one of the Nationalised/ Insurance companies and shall cover transit risk up to the site until unloading at the site. TANGEDCO will not pay separately for inland transit insurance and the suppliers will be fully responsible for delivery of the materials contracted for in good and acceptable condition at the destination stores. The defects/ damages noticed shall be reported within 30 days of receipt of materials. It will be the responsibility of the supplier to replace the damaged/ defective materials and make good the shortages and other losses in transit free of cost and shall be made good immediately. It will be supplier's responsibility to process and obtain claims if any from the insurance company.

20.0 PAST PERFORMANCE:

20.1 The intending tenderers shall furnish the details of various orders executed by them during the past years as on the date of tendering in the Schedule "D" of the Tender Specification and invoices for the executed orders, as proof for having executed the tendered item and for their satisfactory performance.

20.2 The bidders shall upload attested copies of the audited balance sheet, profit and loss account for the previous 3 years certified by the auditor.

20.3 The bidders shall furnish documentary evidence for the constitution of the firm such as Memorandum and Articles of Association, Attested copy of registered partnership Deed and details of name, address, telephone, Electricity Board Service Connection No. of the manufacturing plants.

20.4 The details uploaded by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenderers in future. Tenders uploaded by the tenderers without these accompanying details of their past performance are liable for rejection.

21.0 ADDITIONAL INFORMATION:

The purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder, if in the opinion of the purchaser, the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the contract.

22.0 POWERS TO TERMINATE THE CONTRACT:

In the event of Non-fulfilment and lack of diligence, the contract will be terminated and the security deposit will be forfeited. In that circumstance, the TANGEDCO reserves the right, to arrange some other agency for the execution of this contract.

23.0 EXTENT OF THE RESPONSIBILITY OF THE TENDERER:

The supplier / contractor is responsible for safe packing and forwarding the materials to site with transit insurance cover. He should include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. He will also make good the loss of materials in transit, if any, and arrange to claim insurance based on the report by TANGEDCO. The tenderer is responsible for safe delivery of the materials at site in good condition.

24.0 JURISDICTION FOR LEGAL PROCEEDINGS AFTER AWARD OF PO:

No suits or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court save in the Civil Court of Chennai or the court of small causes in Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of the cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts of Chennai city then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of cause of action might arise within the jurisdiction of such courts.

The successful tenderer shall furnish an undertaking in a non-judicial stamp paper of value not less than Rs. 100/- agreeing to the above condition.

25.0 REPLACEMENT OF DEFECTIVE/ DAMAGED MATERIALS:

25.1 Notwithstanding anything contained in Liquidated Damages clause of this specification, where the whole or part of the materials supplied by the supplier are found to be defective or damaged or are not in conformity with the specification, such defects or damages in materials supplied shall be rectified within 30 days from the date of intimation of defect/ damage either at the point of destination or at the supplier's works at the cost of the supplier against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within 30 days from the date of receipt of the intimation from the purchaser. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages clause given above, for the delay in rectification/ replacement of the defects or damages.

25.2 If even after such rectification or replacement of the damaged or defective part, if the equipment/ materials ordered is not giving satisfactory performance as per the contract, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss sustained by TANGEDCO.

25.3 Notwithstanding any other remedies available, the Purchaser shall be entitled to dispose of the defective/ damaged materials in 'as in where is condition' without further notice, if the contractor/ supplier fails to rectify the defect and/ or replace the damaged materials and/ or fails to remove the defective/ damaged materials within such period as may be notified by the Purchaser through notice and the sale proceeds of such disposal shall be appropriated towards the dues to TANGEDCO such as Liquidated Damages, ground rent, etc. as may be determined by the Purchaser.

26.0 BAR OF JURISDICTION:

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

27.0 ARBITRATION ACT NOT TO APPLY:

TANGEDCO will not accept arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provision of Arbitration Act 1940 in the event of any dispute between the parties.

28.0 DOCUMENTS CONFIDENTIAL:

The tenderer (Whether his tender is considered or not) shall treat the details of the tender specification and other documents attached hereto as private and confidential.

29.0 CONTRACT QUALITY ASSURANCE:

The BIDDER shall include in his proposal the Quality Assurance Programme containing the overall quality, management and procedures which he proposes to follow in the performance of the "Contract" during various places.

At the time of award of "Contract" the detailed Quality Assurance Programme to be followed for the execution of the "Contract" will be mutually discussed and agreed and such agreed programme shall form a part of the "Contract".

30.0 GENERAL:

The tenderer shall list out his experience with documentary proof.

TANGEDCO will not accept any other terms and conditions, which are not specifically incorporated in the specification.

All the Bank Guarantees that are to be furnished by the supplier have to be furnished in the prescribed format on non-judicial stamp paper of value of Rs.100/-. Bank Guarantee issued by the Scheduled Bank/ Nationalised Bank/ Foreign Banks with branches in India will only be accepted.

It may be noted that TANGEDCO is at liberty to close the purchase order at any time during the currency of the purchase order with the supply made till the date, if the circumstances warrant.

Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms.

SECTION VI

TECHNICAL SPECIFICATION

A. Name of work : Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and NCTPP stage III of TANGEDCO for the year 2022-23.

1) Operation/ Shortage Due to Transit:

Fuel product shall be delivered through tanker lorry. Weights / Measurements will be taken at destination before unloading and any deviation will be recorded in the invoice and driver's signature will be obtained before unloading of the fuel from the tank lorry. The above shortage due to transit will be to the account of the Bidder.

2) Quantity Requirement:

Maximum requirement of HFO, which is furnished below is for the period of one year from the date of issue of P.O. The quantity may vary depending upon the grid requirement and tripping of units. The quantities will be lifted as and when required by the concerned Chief Engineer of the Thermal Stations.

HFO as per IS 1593-1982

Station	HFO in MT
MTPS-I	5000
MTPS-II	1500
NCTPS-I	7000
NCTPS-II	5000
TTPS	15000
NCTPP-III	26630

Note: TANGEDCO reserves the right to order additional quantity to the extent of 25% if necessary during the pendency of the contract to meet out any additional requirement.

3) QUALITY OF FUEL PRODUCT:

The quality of fuel product will be checked by chemical department on receipt of the oil, as per standards.

4) PACKING AND RESPONSIBILITY:

The fuel product should be well packed and securely protected so as to avoid damage in transit under proper condition and bidder shall be responsible for all losses or damages caused by any defective packing. Bidder will be responsible for the safe delivery of fuel products at destination.

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

SECTION VII (FORMATS)

SCHEDULE "A" (Format)

**PRICE FORMAT FOR QUOTING IN PRICE BID (PART-II)
(NOT TO BE UPLOADED IN PART-I: TECHNO COMMERCIAL BID)**

MATERIAL: **HFO** As per **IS 1593-1982**
HSN CODE:

Sl. No.	Description	Rate in INR					
		MTPS-I	MTPS-II	NCTPS-I	NCTPS-II	TTPS	NCTPP-III
1.	Supply Location						
2.	Quantity Required in MT	5000	1500	7000	5000	15000	26630
3.	Basic price/MT in INR						
4.	Discount/MT in INR						
5.	Net price/MT excluding GST in INR						
6.	Insurance/MT in INR						
7.	Transport Charges/MT in INR						
8.	GST in ____ %						
9.	Total price including all above/ MT.						

NOTE:

The transit risk insurance will be to the account of the bidder.

Transportation charges shall remain firm throughout the contract period

(FORMAT FOR QUOTING. NOT TO BE UPLOADED in TECHNO COMMERCIAL BIDS)

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

**SCHEDULE "B"
DEVIATION FROM TECHNICAL SPECIFICATION**

All technical deviations from the specification shall be filled in by the tenderer, clause-wise, in the schedule.

Sl. No.	SECTION No.	CLAUSE No.	DEVIATION

Note: Any technical Deviation mentioned anywhere in the submitted bid documents other than this specific Schedule shall not be considered as Technical Deviations.

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

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
DATE :
BIDDER PAN NO :

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

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SCHEDULE "C"
DEVIATION FROM COMMERCIAL TERMS

All deviations from the commercial terms shall be filled in by the tenderer, clause-wise, in this schedule.

Sl. No.	SECTION No.	CLAUSE No.	DEVIATION

Note: Any commercial Deviation mentioned anywhere in the submitted bid documents other than this specific Schedule shall not be considered as Commercial deviations.

The tenderer hereby certifies that the above mentioned are the only deviations from the commercial terms and the tender conforms to the specification in all other respects.

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
DATE :
BIDDER PAN NO :

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

SCHEDULE "D"

**STATEMENT OF SUPPLY / ORDERS EXECUTED / UNDER EXECUTION INVOICES
OF SUPPLIES EXECUTED SO FAR AS ON THE DATE OF TENDER OPENING
(FOR A MINIMUM TOTAL QUANTITY OF 5000 MT OF HFO DURING
ANY ONE OF THE LAST TEN FINANCIAL YEARS)**

Sl. No.	Name & Address of the Organization	Name of the Work	PO No. and Date	Invoice No. and Date / _____ Abstract of Invoices for the Financial Year ----- ----- ----	Qty. Supplied (In MT) IN FINANCIAL YEAR ----- ----- -- (April to March)	Invoice Value for respective supplies made (*)	Scheduled Date of Completion of Order	Actual Date of Completion of Order
TOTAL								

NOTE:

Attested copies of Orders received and Invoices / Abstract of Invoices with supplied quantities for 5000 MT shall also be uploaded.

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
DATE :
BIDDER PAN NO :

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

**SCHEDULE "E"
UNDERTAKING FOR PAYMENT OF DUES TO TANGEDCO**

(In Non Judicial Rs.100/- Stamp Paper)

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE
.....Day of.....By Messers.....
Hereinafter called the "TENDERER" (Which expression where the context so admits
mean and include their agents, Representatives, Successors-in-office and Assigns).
TO AND IN FAVOUR OF

"TANGEDCO a company registered under the provisions of the Companies Act, 1956"
having its office at NPKRR Maaligai, Electricity Avenue, 144, Anna Salai,
Chennai 600 002, herein after called the "CORPORATION" (Which expression shall
where the context so admits mean and includes its successors-in-office and assigns).

WHEAREAS the Corporation has called for an undertaking from the Tenderer
empowering the Corporation to recover the dues if any.

NOW THIS UNDERTAKING WITNESSETH the Corporation is empowered to recover any
dues against this contract in any bills/ security deposit/ EMD due to the Tenderer
either in this contract or any other contracts with the Corporation. Further, the
Tenderer hereby authorizes the Corporation to recover, any dues against any other
contract of the Tenderer with the Corporation with the available amount due to the
Tenderer against this contract.

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

COMPANY SEAL –

SIGNATURE OF THE TENDERER.

NAME:
DESIGNATION:
DATE:
BIDDER PAN NO :

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

**SCHEDULE "F"
UNDERTAKING FOR LEGAL PROCEEDINGS JURISDICTION**

(In Non Judicial Rs.100/- Stamp Paper)

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE
..... Day of By Messers

Hereinafter called the "TENDERER" (Which expression where the context so admits mean and include their agents, Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF

"TANGEDCO a company registered under the provisions of the Companies Act, 1956" having its office at NPKRR, Maaligai, Electricity Avenue, 144, Anna Salai, Chennai 600 002, herein after called the "CORPORATION" (Which expression shall where the context so admits mean and includes its successors-in-office and assigns).

WHEAREAS the Corporation has called for acceptance of jurisdiction of legal proceedings.

NOW THIS UNDERTAKING WITNESSETH that no suit are any proceedings in regard in any matter arising in any respect under this contract shall be instituted in any court, save in appropriate Civil court of Chennai are the court of small causes Chennai. If it is agreed that no other court shall have the jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise with in the jurisdiction of any of the courts in Tamil Nadu and not in the courts in Chennai City, then it is agreed between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise.

IN WITNESS WHERE OF Thiruacting for and on behalf of the Tenderer has signed this deed on the day, month and year herein before first mentioned.

COMPANY SEAL

SIGNATURE OF THE TENDERER.

NAME:

DESIGNATION:

DATE:

BIDDER PAN NO :

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

**SCHEDULE "G"
TENDER FORM**

To
The Chief Engineer,
Mechanical/ Thermal Stations
Chennai 600 002.

Dear Sir,

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

2. We hereby guarantee the particulars entered in the schedules (except schedule "A") attached to the specification.

3. In accordance with security deposit clause, Section-II of the specification we agree to furnish security to the extent of 5% of the total value of the contract.

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

Yours faithfully,

PLACE
DATE

SIGNATURE :
DESIGNATION :
COMPANY SEAL :
BIDDER PAN NO :

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

SCHEDULE "H"

(E-Tender) TENDER ACCEPTANCE LETTER

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,
Mechanical- Thermal,
144, NPKRR Maaligai, 3rd Floor Western Wing,
Tamil Nadu Generation and Distribution Corporation,
Anna Salai, Chennai-2
Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No:-----

Name of Tender/Work:

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

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.

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

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

5. We hereby guarantee the particulars entered in the schedules (except schedule "A") attached to the Specification.

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

BIDDER PAN NO :

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

SCHEDULE "I"

QUESTIONNAIRE FORM

INSTRUCTIONS:

- a) Strike off, whichever is not applicable.
- b) Separate sheets should be used, wherever necessary:

Sl. No.	PARTICULARS	Bidder's Response
1.	Name & Address of the Firm / Company Registered Office Factory / works Address Fax No. Telegraphic Address	
2.	Name, Designation & Address of the person signing the tender	
3.	EARNEST MONEY DEPOSIT	
	a) Mode b) Whether Uploaded the e-Receipt containing unique Transaction reference (UTR) <div style="text-align: center;">(or)</div> c) Bank Guarantee	NEFT/RTGS Rs. /- YES/NO If Yes, UTR No.: _____ Date: _____ Yes/No If yes, BG No. & date _____ Name & Address of the Bank _____
4.	BID QUALIFYING REQUIREMENTS	
	i) whether required attested copies for satisfying BQR are uploaded	YES / NO
5.	VALIDITY	
	Whether your offer is valid for a period of 180 days from the date of opening of Techno Commercial Cum Price Bid	YES / NO
6.	PRICE	
	Whether Individual rates quoted for each Thermal Power Station	YES / NO
7.	PAN, GST and ITC declaration	
	whether proof of PAN number uploaded	YES / NO
	whether proof of GST number uploaded	YES / NO
	whether ITC declaration uploaded	YES / NO

8.	COMMERCIAL TERMS (Section V)	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION V OF TENDER SPECIFICATION	
	a) Payment terms (clause 8)	YES / NO
	b) Contract Schedule (clause 5)	YES / NO
	c) Liquidated Damages (Clause 15)	YES / NO
	d) Security Deposit (clause 10)	YES / NO
	e) Transportation charges (Clause 11)	YES / NO
	f) Insurance (Clause 19)	YES / NO
9.	TENDER ACCEPTANCE LETTER	
	Whether Tender acceptance letter as per Schedule "H" signed with company Seal on letter head and uploaded in the technical Bid	YES/NO

SIGNATURE OF THE TENDERER:**NAME:****DATE:****PLACE:****STATUS IN THE COMPANY****(Affix seal of the company)****UNDERTAKING**

I,.....,Sole proprietor of M/s....., hereby state that the details given in the above questionnaire form are correct to the best of my knowledge and I agree to abide by all your tender terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY (Affix seal of the company)

BIDDER PAN NO:

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

SCHEDULE –J

DECLARATION PURSUANT TO SECTION 206AB

(To be obtained from applicable Suppliers)

This is to declare that..... (Name of the Supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2020-21 and 2021-22 (FY 2019-20 and 2020-21) and we shall file the ROI for Assessment Year 2022-23 (Financial Year 2021-22) which the due date as per the provisions of the said Act.

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

Sl.NO	Assessment year	Acknowledgement No	Date of Filing
1	2020-21		
2	2021-22		

Place:

Date:

(Authorized Signatory)
Signature & Seal

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

ANNEXURE-I

ITC FORMAT

Declaration to be submitted by the bidders in NJS paper of value not less than Rs. 100/-

To
The Chief Engineer / Mechanical Thermal Stations,
TANGEDCO.

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

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

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

OR

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

Signature of bidder with Company Seal.

Note:

Bidder may strike out the Para not applicable

**Supply of Heavy Furnace Oil (HFO) to Thermal Power Stations and
NCTPP stage III of TANGEDCO for the year 2022-23.**

**ANNEXURE-II
BANK GUARANTEE FOR EMD**

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

Beneficiary:-----

Date:-----

Bank Guarantee No:_____

We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) for the supply of "Heavy Furnace Oil (HFO) to Thermal Power Stations of TANGEDCO for the year 2022-23".

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

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

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

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

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

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

Signature

With seal of the Bank

(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)

ANNEXURE III

BANK GUARANTEE FOR SECURITY DEPOSIT

(In Non Judicial Rs.100/- Stamp Paper)

THIS DEED OF GUARANTEE made on this day of only by the Bank of (Bank name & address) (herein after called "the Bank") to and in favour of TANGEDCO a company registered under the provisions of the Companies Act, 1956 having its Registered Office at Anna Salai, Chennai represented by the CHIEF ENGINEER/ / (hereinafter called "The Purchaser").

WHEREAS Messrs. (hereinafter called "The Contractor") have by virtue of the contract entered into with the purchaser as per PO No. dt. agreed with the purchaser as per PO No. Dt. agreed with the purchaser to In accordance with the terms and conditions contained therein:

AND WHEREAS in accordance with the terms of the contract in PO No. dt. The contractor has to pay a sum of Rs./- (Rupees Only) towards security deposit from a Nationalised Bank.

AND WHEREAS the contractor has requested the purchaser 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 Contractor agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in PO No. dt. or in the letter Dt.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the purchaser having agreed to accept the Bank guarantee from a Nationalised Bank towards Security Deposit for a sum equivalent to Rs. (Rupees only) the Bank do hereby guarantee that if the contractor fails to perform the contract in accordance with the specifications and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to the purchaser such amount or amounts, as the Bank may be called upon to pay be the purchaser:

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

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

2. The Bank further undertakes to indemnify the purchaser against any loss or damage that may be caused or suffered by the purchaser by reason of any breach of the terms and conditions in the said PO No. dt.

3. The Guarantee herein contained shall remain in force till the terms and conditions of the PO No. dt. have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after expiry of

4. The Bank further agrees with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the bank hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance of the contract by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said contractor and to forbear or to enforce any of the terms

and conditions relating to the said contract and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said contractor or by reasons of any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for these provisions have the effect of so relieving than bank.

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

6. The expressions 'Bank', 'Contractor' and 'purchaser' herein before used shall include their respective successors and assigns.

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

In the presence of witnesses:

- | | |
|----|---------------------------------|
| 1. | Signature with seal of the Bank |
| 2. | |

(Name in Block letters)

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