

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

**CE- 04/2022-23/NCTPS-I**

**TENDER SPECIFICATION ABSTRACT**  
**(OPEN TENDER- TWO PART SYSTEM)**

For and on behalf of TANGEDCO Limited, tenders are invited **through Online** under Open Tender – Two Part system for the supply of the following materials:

1	Tender Specification No.	<b>CE-04/ 2022-23/NCTPS-I</b>
2	Name of the work	<b>Procurement of all pipe specials, sleeve couplings, hard wares, clamps, consumables., etc for ASDL-1</b>
3	Quantity	<b>6 Items</b>
4	Method of Tender	Open Tender (Two-Part) system through E-Tender Online Techno Commercial Bid and Price Bid, through <b>M/s. NIC Web portal</b> <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
5	a) Earnest Money Deposit	<b>Rs. 29,500/-</b>  (Rupees <b>Twenty nine Thousand and five hundred</b> only)  To TANGEDCO's Account in the form of NEFT/RTGS or by the way of Account transfer
		Account No : 660802000000100
		Name of the Bank : INDIAN OVERSEAS BANK/ EXTENSION COUNTER
		IFSC Code : IOBA0006608
	b) Permanent EMD for Tenders of value	
	i. Not exceeding Rs. 10 Crores	i. Rs. 20,00,000/-
	ii. Not exceeding Rs. 50 Crores	ii. Rs. 40,00,000/-
	iii. Without any monetary limit	iii. Rs. 1,00,00,000/-
6	URL for online bid submission for e-tender	<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
7	Last date for submission of EMD	<b>10.05.2022 up to 14.00 Hrs.</b>
8	Date & Time of closing of online e-tender for submission of techno commercial bid & price bid	<b>10.05.2022 up to 14.00 Hrs.</b>
9	Date & Time of opening of tender electronically	<b>11.05.2022 @ 14.30 Hrs.</b>
10	Specification at website	The tender specification will be placed at the following web sites. The prospective bidders may download the same. TANGEDCO : <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> NIC : <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> TN Govt. : <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>

11	Documents to be uploaded by the Tenderers during e-submission	e-Receipt/ Evidence for PEMD/ Evidence for EMD exemption (Udyam Registration Certificate), Schedules A to I and Annexure I to VI and other documents whichever is applicable to be uploaded <b>Prices should be quoted online as per Schedule 'B' only. BOQ (Part-II)</b>
12	Bid Qualifying Requirements	Refer Section – II
13	Rejection of Tenders	Refer Section – III
14	Address for any clarification	The Superintending Engineer, Purchase & Administration, North Chennai Thermal Power Station-I, Chennai-120. Any clarification in the tender shall be sought through email before 48 Hrs. of closing date and time of submission of tender. Email id : <a href="mailto:sepanctps@tnebnnet.org">sepanctps@tnebnnet.org</a> Contact No : 044 – 27950056
<b>COMMERCIAL TERMS &amp; CONDITIONS</b>		
15	GSTIN	GSTIN Number shall be furnished in the offer
16	Tender sample	Not Applicable
17	Validity	As per Clause 5.0 of Section V.
18	Payment Terms	As per Clause 11.0 of Section V
19	<b>Delivery Period</b>	<b>Bulk Supply:</b> Within two months from the date of receipt of Purchase order. <b>(As per Clause 13.0 of Section V)</b>
20	Liquidated Damages	As per Clause 15.0 of Section V
21	TestCertificate	As per Clause 20.0 of Section V
22	Inspection	As per Clause 25.0 of Section V
23	Guarantee	As per Clause 21.0 of Section V
24	Security Deposit	As per Clause 22.0 of Section V
25	Jurisdiction to legal proceedings	Undertaking as per Annexure (II) on a non-judicial Stamp Paper of value Rs.80/- shall be furnished along with the offer
26	Attestation by the Gazetted officer or the Notary Public to be done wherever necessary and to be uploaded.	
27	Detailed TANGEDCO's Terms and Conditions furnished in Section I to VI, except the clauses which are mentioned "Not applicable" in Tender Specification Abstract, may be followed.	
28	Specific concurrence or otherwise to the technical specifications and general terms and conditions outlined in the specification should be furnished in the tender. FAILURE TO DO SO WILL BE TAKEN AS CONCURRENCE TO THE TERMS AND CONDITIONS MENTIONED IN THE SPECIFICATION.	
29	The TamilNadu Transparency in Tender Act 1998 and the Tender Transparency in Tender Rules in 2000 and Tender Regulations and subsequent amendments are applicable in this tender.	
30	Any technical clarification/Negotiation raised any TANGEDCO should be replied within 48 Hrs from the receipt of letter.	

**Sd/xxxxxx**  
**CHIEF ENGINEER/NCTPS-I (FAC)**

**Encl:**

1) Section – I to VI 2) Schedules A to I 3) Annexure – I to V 4) Drawing-5 Sheets



**TAMIL NADU GENERATION AND DISTRIBUTION  
CORPORATION LIMITED**

**SPECIFICATION FOR Procurement of all pipe specials, sleeve couplings, hard  
wares, clamps, consumables., etc for ASDL-1**

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

**SPECIFICATION NO CE- 04 /2022-23**

**OFFICE OF THE CHIEF ENGINEER  
NORTH CHENNAI THERMAL POWER STATION-I  
CHENNAI-120**

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

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

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

### **REGISTRATION:**

- 1) The prospective bidders can submit bids through 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](mailto:support.etender@nic.in)  
Contact No. : 044 – 24466495  
24902580 Extn:332  
24917850

For queries related to tender enquiry / specification:

1) EE S&I/NCTPS-I  
Contact No.9445856645  
2) AEE/AE/NCTPS-I  
Contact No.044 2795 0061 to 70  
Email : [eesinctps@tnebnet.org](mailto:eesinctps@tnebnet.org)

### **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 (NIC).

### **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. Anyhow, over and above the documents available in "my space" option, it is the sole responsibility of the bidder to ensure the uploading /submitting required documents as called for in the tender.

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, mentioned in the different sections in the tender document, with necessary attestation wherever called for, in the tender.

#### **ELECTRONIC SUBMISSION OF BIDS:**

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

#### **Procedure for submission of bids:**

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

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

3) Bidder has to select the payment option as "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.

**The L1 tenderer have to submit one hard copy of the electronically submitted bid documents along with original Bond wherever applicable excepting the price schedule.**

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.

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

#### **Modification and withdrawal of bids:**

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

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

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

#### **ASSISTANCE TO BIDDERS:**

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

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.

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## **SECTION -I**

### **EARNEST MONEY DEPOSIT**

- 1) Intending Tenderer should pay an EMD amount of **Rs. 29,500/-** (Rupees **Twenty nine Thousand and five hundred** only)
- 2) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS/ACCOUNT TRANSFER as mentioned in clause 5 of Abstract. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded.

The tenderer who are willing to remit EMD through Bank Account Transfer shall make it by way of account transfer of same bank and requested to upload a copy of bank account scroll duly exhibiting the transaction of EMD amount with details of name of the bank, bank account number of the bidder and IFSC code.

**The EMD amount should be remitted to the specified account, through e- payment and the timings for having paid the EMD, in UTR receipt, should be before closing time of the tender. EMD amount paid after tender closing time will be summarily rejected.**

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

<b>S.NO</b>	<b>PEMD SLAB</b>	<b>Monetary limit of tender value for participation without payment of EMD</b>
1	<b>Rs. 2,00,000/-</b>	<b>In case of all Iron &amp; steel materials, main producers (Government of India undertaking only) for procurement of Iron &amp; steel materials</b>
2	<b>Rs. 20,00,000/-</b>	<b>In case of Tenders not exceeding Rs. 10 Crores in value</b>
3	<b>Rs. 40,00,000/-</b>	<b>In case of Tenders not exceeding Rs. 50 Crores in value</b>
4	<b>Rs. 1,00,00,000/-</b>	<b>In case of Tenders without any monetary limit</b>

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, and obtain a certificate from the Financial Controller/Purchase/Head Quarters, Chennai-02 and upload copy of the same along with the tender.

- 4) The EMD will not carry any interest.
- 5) The Earnest Money Deposit will be refunded to the unsuccessful tenderers except PEMD holder on receipt of application to the Superintending Engineer/ Purchase & Administration / NCTPS – I after intimation of the rejection / non-acceptance of their tender.
- 6) In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the Security Deposit payable by the tenderer. In respect of permanent EMD holders, the permanent EMD will not form part of the Security Deposit payable by the Tenderer and the firm will have to remit the Security Deposit in full.
- 7) Any other mode of payment of EMD other than NEFT/RTGS/BANK ACCOUNT TRANSFER in case of same Bank shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.



## 8) **EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT :-**

The following categories of Industries are exempted from payment of EMD subject to ensuring that the tendered item should be covered in their Registration Certificate showing the materials permitted to manufacture.

- i. Undertakings and Corporations owned by the Government of Tamil Nadu.
- ii. Labour Contract Co-Operative Societies registered within Tamil Nadu
- iii. The Micro and Small Enterprises outside the State and registered with National Small Industries Corporation Limited.
- iv. Central and the State Government Departments / Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

The industries are exempted from payment of EMD, subject to the enterprise registered under the Ministry of Micro, Small and Medium Enterprises **shall register itself under Udyam Registration. (Only enterprises which comes under micro and small categories are eligible for EMD exemption.)**

The EM part II, UAM, NSIC etc are not considered as valid document for exempting the bidders from payment of EMD since Udyam Registration Certificate is specified as valid document for exhibiting the status of unit as SSI.

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

### **8.1 Classification of Enterprises:**

As per the Ministry of Micro, Small and Medium Enterprises, GOI Notification No S.O 2119(E) dt. 26.06.2020 the enterprises are classified as:

- i) **A Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 1 Crore (one crore Rupees) and turnover does not exceed Rs. 5 Cr. (Rupees five Crore);
- ii) **A Small Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 10 Cr. (Ten crore Rupees) and turnover does not exceed Rs. 50 Cr. (Rupees fifty Crore); and
- iii) **A Medium Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 50 Cr. (Fifty crore Rupees) and turnover does not exceed Rs.250 Cr. (Rupees Two Hundred and Fifty crore).

### **8.2 Calculation of Turnover:**

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

A certificate from Chartered Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover to be uploaded.

### **8.3 Calculation of Investment:**

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

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

#### **8.4 Updating 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.

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

I. Attested copy of **Udyam Registration Certificate**

II. The tenderer shall upload a **Chartered accountant certificate towards annual turnover and another certificate for calculation of investment on plant and machinery** specified in the explanation I to sub – section (1) of section 7 of Income tax rules 1962 framed under the Income tax Act 1961, as per the recent MSME Notification No S.O 2119(E) dt. 26.06.2020. (Refer clause 7.3 & 7.4)

III. **Those tenderers under exempted Category from payment of EMD shall upload an undertaking in lieu of EMD in a non-judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only) in the form as per Annexure-I.**

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 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.

#### **10) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES:-**

- i) If the documentary evidences towards Exemption from payment of EMD are not uploaded.
- ii) If the tendered items are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- iii) If not furnished the chartered accountant certificate for investment held in Plant and Machinery or Equipment and Annual turnover value.
- iv) If the documentary evidences produced for Exemption from payment of EMD not attested by the Gazetted Officer / Notary public.

**11) 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 or other appropriate documents such as Bank Account Scroll in case of Accounts Transfer from same bank 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.

ii) The proof for exemption of EMD and chartered accountant certificate for investment held in plant and machinery or Equipment and Annual turnover value.

iii) The proof of Permanent EMD Holder.

**12) The Earnest Money Deposit made by Tenderer will be forfeited on the following conditions :**

i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.

ii) If he revises any of the terms quoted during the validity period.

iii) If he violates any of the conditions of the Tender specification.

iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.

v) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TANGEDCO Limited.

vi) In case of the bidders who are exempted from payment of EMD are specified as deemed to accept to pay the amount equivalent to EMD together with costs if any, in the event of non fulfilment of conditions stipulated in tender specification in all cases where EMD paid will be forfeited. The GST is applicable for above shall also be paid to TANGEDCO by the bidder.

vii) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TANGEDCO.

viii) In case of tenderers participating on the strength of PEMD, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.

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## **SECTION- II**

### **BID QUALIFYING REQUIREMENTS**

**SPECIFICATION.NO. CE- 04/2022-23/NCTPS-I**

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

1)	The bidder should have supplied MS/SS sleeve coupling sets for the Ash Handling application in Thermal Power Station to TANGEDCO/TNEB/PSU/OSEB's/Govt. Organizations/Government Undertakings within the last ten years from the date of tender opening for a value not less than Rs.7,37,660/- in a single order.
2)	The bidder should furnish performance certificate from "end user" for the above supplied material.
3)	<p>The bidder's annual turnover should be not less than <b>Rs.7.38/- Lakhs</b> in any one of the said three financial years <b>(2018-19, 2019-20 &amp; 2020-21)</b>.</p> <p>In case of companies registered under companies act, the copy of the Audited financial statements like Profit &amp; loss account and balance sheet for the above mentioned three years shall be furnished and in case of others, the annual turnover certified by the practicing Chartered Accountant or attested copy of Income tax statements or attested copy of Sales tax certificate/ GST turnover certificate for all the three years shall be enclosed as documentary evidence to ensure the annual turnover criteria.</p>
4)	Necessary attested documentary evidences for all the above should be uploaded, along with the offer.

#### **NOTE TO BQR:**

- (1) Documentary evidences in support of all the above BQR criteria duly attested by Gazetted officer or Notary public shall necessarily be **UPLOADED**.
- (2) In the event of documents uploaded against the above tender being found to be bogus or the documents contain false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders / contracts in TANGEDCO, TANTRANSCO & TNEB LIMITED.
- (3) The experience as the main contractor shall only be considered for satisfying the experience criteria specified in the BQR and the experience as a sub contractor shall not be considered for the purpose and the offer of such tenderers shall be summarily rejected.
- (4) The offer of the bidders who have **stated to be previous suppliers** of TANGEDCO/TNEB will be considered for further evaluation, even though they have not uploaded copies of Purchase Orders after ensuring with concerned Purchase Orders placing authorities.
- (5) i) Attested previous P.Os of other than TANGEDCO / TANTRANSCO/TNEB shall necessarily be uploaded with relevant end user certificates.  
ii) Inspections reports / supply completion reports of the P.Os towards end user certification will not be considered. There should be specific remarks on the performance of the supply made.  
iii) In case of dealership certificates, valid scanned and attested copy shall be uploaded.

**Sd/dt.xxx**  
**CHIEF ENGINEER/NCTPS-I (FAC)**

## **SECTION- III**

### **REJECTION OF TENDER**

- A) Tender will be summarily rejected if ,
- 1) Received by Post / Courier/ E-mail and any other mode other than e-submission.
  - 2) Received with EMD in **Any other mode of payment other than NEFT/RTGS/Account transfer.**
  - 3) Not accompanied by the requisite EMD or proof of EMD exemption.
  - 4) Not accompanied with attested copies of evidences for meeting the **bid qualification requirement.**
  - 5) Does not meet Bid Qualification Requirement.
  - 6) Received from any blacklisted firm or contractor.
  - 7) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
  - 8) Offer is made for the part of the materials and not the whole of the material covered under the specification, may be rejected
  - 9) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
  - 10) Not accompanied with tender sample if requested and not in conformity with TANGEDCO's technical specification.
  - 11) Received from a tenderer who is directly or indirectly connected with Government service or TANGEDCO Service or service of Local Authority.
  - 12) Price is indicated in Techno-commercial bid
  - 13) Offer received from joint venture/consortium
  - 14) Incomplete and evasive offer.
  - 15) Not in the prescribed Form & Procedure
  - 16) From the approved tenderer, whose permanent EMD is not adequate for this tender.

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

- 1) received without GSTIN NUMBER
- 2) Not in conformity with TANGEDCO's technical Specification and commercial terms
- 3) With validity period less than that specified in the specification.
- 4) If Questionnaire as per **schedule F** and Tender Acceptance letter as per **schedule G** are not duly filled and signed by the tenderer.
- 5) Not containing all required particulars as per schedule A to I.
- 6) Not accompanied with descriptive literature and Pamphlet of the material along with the offer.
- 7) Not containing attested Purchase Order copy of other than TANGEDCO / TANTRANSCO/TNEB shall necessarily be uploaded with relevant end user certificates.

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## **SECTION- IV**

### **GENERAL TERMS AND CONDITIONS**

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

#### **2.0 SUBMISSION OF OFFER:**

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

2.2. The Tender Offer consisting of Schedules-A to H 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.

2.3. 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.

2.4. 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.

2.5 The tenderers should furnish the GSTIN number in the offer.

**3.0 SUBMISSION OF TENDER SAMPLE :-** Not applicable.

#### **4. QUESTIONNAIRE FILLING**

A Questionnaire is appended as Schedule-F in this specification for Bid Qualification Requirements, Commercial and Technical details. It is obligatory on the part of the tenderer to furnish all details as per the "Questionnaire".

#### **5.0 MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

5.1 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 same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login .

5.2 In case any tenderer asks for a clarification on the tender documents before 48 hours of closing date and time of submission of tender, SE/P&A/NCTPS-I/ Chennai-120 will clarify the same.

5.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by SE/P&A/NCTPS-I/Chennai-120, on the clarifications will be final and binding on the Tender.

5.4 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.

5.5 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.

#### **6.0 QUOTATION OF RATES:**

6.1 Rates should be quoted figures i.e., integers only.

6.2 Offers giving lump sum price, without giving their breakup as per details indicated in the attached Price Schedule-B, shall be liable for rejection.

## **7. INCOMPLETE TENDERS:**

Tender, which is incomplete, obscure or irregular will be rejected.

## **8. AMBIGUITIES IN CONDITIONS OF TENDERS:**

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

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

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

11. 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

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

## **12.0 TENDER OPENING:**

### **12.1. OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):**

The Tender offer except price Bid will be opened electronically at 14.30 Hrs. on the date notified, at the Office of the Superintending Engineer/ Purchase and Administration, North Chennai Thermal Power station – I, Chennai-600 120, through <https://tntenders.gov.in/nicgep/app>. Tenderers need not to visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

### **12.2 OPENING OF THE PRICE BIDS: (PART - II)**

The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.

## **13. INFORMATION REQUIRED AND CLARIFICATIONS:**

13.1 In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of the 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.

13.2 The 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.

13.3 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.

13.4 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.

13.5 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANGEDCO for rejection of his offer. The TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANGEDCO.

**14.0** Any and all the exception which the bidder may take to any of the clauses with Technical specification and general conditions of supply shall be clearly outlined in the schedule F - Questionnaire form, failing which the offer will be deemed to confirm fully with the Technical specification and general terms and conditions.

**15.0 SOUNDNESS OF THE COMPANY:** The tenderer who is an industrial company would state clearly as per Schedule H whether the company is a potentially sick industrial company or a sick industrial company in terms of Section-23 or Section-15 of the sick industrial companies (Special Provision Act. 1985) Failure to furnish this information will make the tender liable for rejection.

**16.0 BIDDER'S EXPERIENCE :** The intending tenderers shall furnish the details of various supply orders/works contracts executed by them as on the date of tenders in the **Schedule E** enclosed to the tender specification. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenderer in future and will entail forfeiture of EMD. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

**17.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:-**

17.1. The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.

17.2. 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.

17.3. For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:

☐The quoted price will be corrected for arithmetical errors.

☐The rate of CGST, SGST, and IGST as applicable in percentage shall be indicated in the offer along with HSN code.

☐The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + P&F+ Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.

☐Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.

17.4a Withdrawal of Price preference: No price preference shall be extended to domestic SSI units and Public Sector Undertakings of the Government, in evaluating the offers, in view of the provision for extending price preference is withdrawn in Tamil Nadu Transparency in Tenders Act.

17.4b: Purchase Preference: As per Tender Transparency in Tender Rules 2000, Clause 30A and 30B will be applicable.

**17.5 SPLITTING OF TENDER:** In case where two or more tenderers quoted the same price, the tender accepting authority will split the procurement among such tenderers taking into consideration the experience and credentials of such tenderer.



Where such splitting is not possible or could not be done equally, the tender accepting authority will identify the lowest tenderer by asking the two tenderer to provide their best and final offer of the financial bid in a sealed cover and the tenderer offering the most advantageous financial bid will be adjudged the lowest tenderer.

17.6 TANGEDCO reserves the right to carry out negotiation with the L1 TENDERER after opening of price bid.

**18.0 VENDOR RATING:** TANGEDCO will verify the vendor rating of the bidders from selected Thermal power stations. In case the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.

**19.0 NEGOTIATION:** Negotiation will be carried out with the L1 tenderer after opening of tenders.

**20.0 The TANGEDCO reserves the right, Notwithstanding anything contained within specification for the following :-**

- a) Not to accept the lowest or any tender.
- b) To reject any or all the tenders without assigning any reason.
- c) To split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the public interest.
- d) To vary the quantity finally ordered to the extent of 25% either way indicated in the Tender document.
- e) To revise the quantities and delivery schedule of any or all the items covered by this specification, while placing orders.
- f) To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of the TANGEDCO for good and sufficient reasons.
- g) To order additional quantities, if necessary during the penance of contract.
- h) Cancel the order for not keeping up the delivery schedule without any further notice to the supplier
- i) The TANGEDCO reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any bidder, if in the opinion of the TANGEDCO, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.
- j) To recover losses, if any, sustained by the TANGEDCO, from the supplier who pleads their inability to supply and backs out of his obligation after award of contract. The Security Deposit/SD cum PG paid in that case shall be forfeited.
- k) 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 same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login

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

**21.0 CLARIFICATION OF BIDS:**

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

## **22.0 REGISTRATION OF VENDORS IN THE IMS ONLINE PORTAL:**

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

22.1 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.

22.2 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.

22.3 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>.

22.4 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 .

22.5 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.

22.6 Any queries shall be mailed to [IMSInfo@tnebnet.org](mailto:IMSInfo@tnebnet.org)

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## **SECTION – V**

### **COMMERCIAL TERMS AND CONDITIONS**

#### **1.0 SCOPE**

The Scope of Supply includes Design, Manufacture, Inspection, Testing, Packing, Forwarding, Insuring and delivery of the materials detailed herein, at NCTPS-I Stores, Chennai 600 120.

#### **2.0 LOCATION:**

The materials required for the use in the North Chennai Thermal Power Station-I located near Athipattu Pudhu Nagar, Chennai – 600 120, Tamil Nadu.

#### **3.0 COMPLETENESS OF TENDER :**

The tender offer should be complete with all details of illustrative and descriptive literature drawings, test reports etc., of the materials offered. Information regarding the country of manufacture, origin of materials used in the manufacture of the equipments should be furnished. In case of "equivalent" specification offered the tenderers shall furnish the complete technical details of the materials offered with make,model No. etc

In order that the tenders may receive full consideration the whole information asked for in the accompanying schedules and elsewhere together with relative leaflets, literature, drawings, etc., must be supplied by the tenderer.

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

#### **4.0 ROYALTY FOR PATENTS:**

4.01 All Royalties for patents or charges for the use of infringement thereof that may be involved in the construction or use of any equipment or appliance to be supplied against this specification shall be included in the tender prices. The contractor shall protect the purchaser against all claims, action, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the contractor other than for the purpose indicated by or reasonably to be inferred from the specification.

4.02 A quality plan will have to be furnished by the successful tenderer at the time of finalizing of tender, as applicable.

#### **5.0 VALIDITY OF THE TENDER:**

5.01 Tenders shall be kept valid for acceptance for a minimum period of 180 days from the date of opening. However the tenderer shall keep their offer open till such time his tender is either accepted or rejected by TANGEDCO/ competent Authority. Any extension thereof should also be given if requested by TANGEDCO without revision of prices and terms in the bid.

5.02 Tenders with less validity period will be liable for rejection.

**Note:-** All information in the Bid shall be in ENGLISH only. Errors and other changes shall be attested by the persons signing the Bid.

#### **6.0. PRICE:**

6.1. Tenderers shall quote "FIRM " price in Indian Rupees only.

Prices shall be as per the description /unit given in the BQR (Price Schedule 'B' ).

6.2. The Tenderer's shall quote the Ex-works price, Packing & Forwarding charges and freight & Insurance charges with applicable rate of GST separately for Delivery to NCTPS-I stores of TANGEDCO in Chennai, Tamil Nadu. A format for price schedule is given in Schedule 'B'.

6.3.1. The Freight and Insurance charges shall be applicable for delivery to NCTPS-I stores of TANGEDCO in Chennai, Tamil Nadu.

6.3.2. Unloading the materials at destination Stores should be done by the Supplier at his own cost.

6.4 The tender offer should also contain the breakup details as below:

- a.Ex-works price / Unit.
- b.Applicable rate of GST ( in percentage only)
- c.Packing and Forwarding Charges

- d. Freight & Insurance Charges .The Freight & Insurance Charges shall be applicable for delivery to NCTPS-I Stores, Chennai 600 120.
- e. Any other charges (if any) (in amount only).

The above breakup details should be clearly indicated in the BOQ (Price Schedule) in the absence of which the offer shall be liable for rejection.

6.5 Prices and rates quoted shall include cost of all materials, tools, equipments and plants, mobilizing and transport, taxes on raw materials and bought out items if any, royalties, levies etc., and other costs that are not specifically mentioned herein but will be incurred by the tenderers for satisfactory and timely completion of the works (If applicable).

6.6. It is the responsibility of the tenderer to make sure about the correct rates of duty/tax leviable on the materials at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake.

6.7 The L1 bidder shall furnish a **DECLARATION during negotiation as per the format in Annexure – V in a non judicial stamp paper of Rs.80/-** 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 Or else in the event of award of contract , the invoices will be processed based on the states of GSTR-I filing.

6.8. GSTIN NUMBER: The Tenderer shall indicate the GSTIN Number in the offer 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:**

7.1 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.

7.2 The TANGEDCO has been registered as a dealer under GST Act 2017 and Registration no **33AADCT4784E1ZC ,ARNAA330617106413K.**

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.

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

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

7.4 Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the tenderers.

## **8.0 Provision of IT Clause (194 Q) of IT Act:**

In view of the instruction of Sec 194Q, 206AB and 206CCA by the Finance Act 2021 from 1<sup>st</sup> July 2021, the following clauses to be added in the tender specification:-

"Any person being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year. Shall, at the time of credit of such sum to account of the seller (or) at the time of payment, whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50Lakhs as TDS under section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TANGEDCO for making the payment. In case the suppliers do not have PAN, TANGEDCO is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of Income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

The Provision of this section shall not apply to the transactions on which tax is deductible under any other provisions of the Income Tax Act 1961 and also on the transactions in which Tax is collectible under the provisions of section 206C.

On purchase of goods/ materials TANGEDCO shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s 206C (1H). TDS u/s 194Q is also applicable on the Advance paid for purchase of goods.

In case of, works contract, wherein supply and erection portions are separable. The value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194W. On the other charges i.e., erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply.

The above provision comes into effect from 01.07.2021 onwards and hence no TCS under section 206C(1H) has to be paid by TANGEDCO on purchase of goods. Accordingly, TANGEDCO will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit. i.e aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in Schedule -I to determine the applicability of TDS rate u/s 206AB.

### **8.1) Applicability of GST TDS :**

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

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

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

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

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

### **8.3). Value of Supply for Deduction of TDS :**

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

## **9.0 DUES TO TANGEDCO**

Amount due from the supplier to TANGEDCO for the default in any other previous purchase orders will be adjusted from the pending payments against the purchase order placed on the supplier under this specification, which may please be noted.

## **10.0 EXTENT OF RESPONSIBILITY OF THE TENDERER:**

The tenderer is responsible for safe packing and forwarding the materials to site with transit insurance. 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 the TANGEDCO. The tenderer is responsible for safe delivery of the equipments at the site in good conditions.

## **11.0 PAYMENT :**

Payment for supplies against this specification shall be made as below:-

### **11.01) With in the delivery period:**

100% of all inclusive price (including GST) will be **paid within 45 days** after receipt of materials in good condition at NCTPS-I stores against submission of bills along with the following documents after deducting recoveries if any

- i) DD/BC/BG/Electronic Mode of payment towards Security Deposit or SD cum Performance guarantee
- ii) Test Certificate approval
- iii) Guarantee Certificate
- iv) Proof for payment of GST
- v) PAN & GST No.
- vi) Bank account details for making online payment by TANGEDCO.

Payment will be made on receipt of materials along with above documents, approval of Sample and Test/Inspection Certificate .

### **11.02) Beyond the delivery period :**

100% of all inclusive price (including GST) will be **paid within 45 days** after receipt of materials in good condition at NCTPS-I stores against submission of bills along with the above documents mentioned in the clause 15.0 after deducting LD and other recoveries if any. Payment will be made on receipt of materials along with above documents, approval of Test/Inspection Certificate, approval of Sample and approval and acceptance of belated supply and completion certificate from the concerned division.

11.03) In the event of TANGEDCO failing to release the payment within the stipulated time frame simple interest for the delayed payment shall be paid by TANGEDCO at the SBI three months MCLR rate for the delayed period beyond 45 days. The simple interest will be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the date of issue of PO. The date of PO will be taken as base date to ascertain the interest date.

11.04) **ONLINE PAYMENT:** The Bills shall be sent in duplicate to the Accounts Officer/NCTPS-I, Chennai-120. The payment shall be made by Accounts Officer/NCTPS-I, through NEFT/RTGS/Account Transfer by online transaction. All bank charges shall be borne by you.

11.05) Offers agreeing to the above TANGEDCO's terms of payment will be preferred. TANGEDCO may reject the offer with other terms of payment.

11.06) Letter of credit payments will not be accepted in respect of indigenous supply.

11.07) No payment will be made against document negotiated through Bank.

11.08) No payment will be made until Test/Inspection Certificates approved by the TANGEDCO.

11.09) No payment will be made for materials damaged or broken during transit.

11.10) If the supplier dispatches the materials without the prior approval of competent authority and without communication of the same to consignee, and if any demurrage or wharfage or both are incurred by the purchaser, it will be debited to the supplier.

11.11) The supplier shall bear any expenditure arising out of unapproved dispatches.

## **12.0 ADVANCE PAYMENT:**

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

## **13.0 DELIVERY:**

**Delivery of period: Bulk Supply:** Within two months from the date of receipt of PO.

- 1) However, you are requested to advance the delivery period to the maximum extent possible as the materials are urgently required for our works.
- 2) If the guaranteed delivery period is not kept up, the liquidated damages specified in Clause - 15.0 will be enforced. The TANGEDCO Limited is at liberty to alter the delivery date on the lesser side to suit its needs as and when necessity arises during the pendency of contract. The acceptance of this clause should be specifically confirmed in the tender.
- 3) If the materials are delivered after the due date of delivery, the materials will be accepted subject to the following conditions.
  - a) There should be no declining trend in prices.
  - b) Payment will be released as per the recent purchase order rate or lowest rate obtained during the recent tenders opened subject to levy of Liquidated Damages.
  - c) TANGEDCO Limited reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this specification.
- 4) TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 5) To ensure sustained power supply without any interruption, TANGEDCO reserves the right to place orders among more than one tenderer.
- 6) The actual date of receipt of each material with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
- 7) The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 8) Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.

## **14.0 FORCE MAJEURE:**

- 1) If at any time during the continuance of the contract the performance in whole or in part or if any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, Strikes, Lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restriction or other acts of God (here-in-after referred to as eventuality) then provided notice of the happening of any such eventuality is given by the tenderer to the TANGEDCO within 15 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be at entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non performance or delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.
- 2) Provided that if the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANGEDCO may at its option to terminate the Contract by notice in writing.

## **15.0 LIQUIDATED DAMAGES:**

15.01) The Delivery period given in clause Delivery shall be guaranteed by the supplier/Contractor under the following "Liquidated Damages Clause "If the contractor fails to supply the items/materials with the time specified in the contract / or any extension thereof, the purchaser shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract price of the undelivered items / materials of each completed week of delay. The total liquidated damages shall not exceed Ten percent (10%) of the contract price of the units/materials so delayed. . The GST on Liquidated damages if applicable will also be deducted while making payment. The date of receipt of materials at NCTPS-I Stores will be reckoned as date of delivery for deciding LD for delay in supply. It should be the supplier's responsibility to arrange for inspection, dispatch etc. in time to keep up the delivery schedule.

- a) Liquidated damages will also be levied for quantity not supplied as is done for the delayed supplies.
- b) LD will be levied for delay in replacement / repair of defective / damaged equipment.
- c) Even if, there is any delay in delivery of sample, LD will be imposed on the bulk supply.

d) In case, the supply effected in part, could not be beneficially used by the TANGEDCO, ( Due to such incomplete supply), Liquidated damages should be worked out on the basis of entire order value only, and not on the value of delayed portion.

15.02) The TANGEDCO will also be at liberty to cancel the order / contract if the supply is not completed within the accepted delivery period notwithstanding the liquidated damages applicable to the belated supplies and quantity outstanding to be supplied as on the date of cancellation.

15.03) If supplies or services to be rendered against the contract are made by the supplier beyond the period of delivery stipulated in the purchase order and they are accepted by the TANGEDCO such acceptance is without prejudice to the TANGEDCO's right to levy liquidated damages for the delay in supply.

15.04) It should be noted if a contract is placed on the higher tenderer in preference to the lowest acceptable offer in consideration of offer of earlier delivery, the said contractor will be liable to pay the TANGEDCO the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies / works 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.

15.05) The tenderers failing to execute the order placed on them to the **satisfaction of the TANGEDCO**, the TANGEDCO shall recover from the successful tenderer, as Liquidated damages a sum equal to 10% of the contract price besides the forfeiture of Security Deposit cum PG.

15.06) If there is any downward trend in prices on account of belated supplies, the Successful tenderer have to accept the same with a levy of liquidated damages, for belated supplies.

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

15.08) The **defaulting contractors** will be liable to pay to the TANGEDCO in addition to Liquidated Damages for delay and forfeiture of Security Deposit cum PG, the **actual difference in price** wherever TANGEDCO orders the delayed quantity to be supplied by other agencies at a higher cost. This is without prejudice to other rights under the terms of contract.

## **16.0) MATERIALS AND WORKMANSHIP:**

1) All materials, equipments and spare parts thereof shall be new, unused and originally coming from manufacturers' plant to the destination stores. Those including used, rebuilt or overhauled materials/equipments will not be accepted.



2) All the materials shall be of the best class and capable of satisfactory operation in tropics with humid atmospheric conditions, without distortion or deterioration. No welding, filling or plugging of defective parts will be permitted without approval in writing of the TANGEDCO's Engineers. Unless otherwise specified they shall conform to the requirement of the appropriate British or Indian Standards.

3) The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice.

4) The whole of the work shall be of the highest class throughout well finished and approved make. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service **and of resisting rough handling during transport.**

5) The equipments should be designed to facilitate inspection and repairs and to ensure satisfactory operation under atmospheric conditions prevailing at site and under sudden variations of load and voltages as may be met with under working conditions in the system including those due to faulty synchronizing and short circuits within the rating of the apparatus.

6) The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment.

7) All the equipments should operate without undue vibration and with the least practicable amount of noise.

**17.0 RAW MATERIALS :** It is the responsibility of the tenderer to make his own arrangements to procure the necessary raw materials required for the manufacture.

**18.0 INTERCHANGEABILITY :** All similar materials and removable parts of similar equipments shall be INTERCHANGEABLE with each other.

**19.0 MAXIMUM WEIGHTS AND DIMENSION OF PACKINGS:**

1) Packing may be according to manufacturer's standard practice.

2) The contractor is responsible for informing himself of (i) the facilities that exist for road and railway transport to site (ii) maximum weights and size of packages conveyed by railway and (iii) Crane, lifts etc., available at the Railway Stations or destination.

**20.0 TEST CERTIFICATE:**

a) Material Test certificate i.e., chemical composition and mechanical properties of the material should be tested and furnished with relevant IS standards (Item-1 & 2-IS 2062, Item-3- IS 1363, Item-4- IS 1363/2002 & Item-6- IS 1730/1989) in Government /Government accredited laboratory or OEM (original Equipment Manufacturer) Test Certificates conforming to relevant ISS, with concerned approval / registration Nos. and certificates, as called for in the specification. The testing method and test result with reference limits, etc. shall be furnished in the test certificate.

b) The functional tests/physical tests/ routine tests whichever as applicable shall be furnished for transformers, motors, breakers, gauges, valves and mechanical & electrical equipments. The tests shall be as per relevant IS standards or as per OEM standards, indicating the details of tests carried out, test results with reference limits as per standards.

c) If applicable, relevant valid Type test certificates duly attested by gazetted/ notary public officer shall be produced.

d) For bearings, manufacturer's original Pre Despatch Inspection Certificate for all the ordered bearings should be produced. If it is an imported bearing, the certificate of origin should be produced along with the Pre Despatch Inspection Certificate.

e) The above Test certificate as applicable should be furnished in triplicate along with sample/Bulk supply for scrutinising and approval. The costs towards the Test shall be in bidder's scope.

f) The entire material will be rejected if the test results are not satisfactory.

g) After the supply of material, whenever required, the sample portion of the materials will be tested departmentally through Government Lab likewise, if required the functional tests will be carried out to ascertain the genuineness, If any discrepancy is found, suitable penal action will be taken and any other losses/damages including Testing charges will be levied.

## **21.0 GUARANTEE:**

1) The materials to be supplied against this tender are guaranteed for **18** months from the date of receipt of materials at site or **12** months from the date of commissioning whichever occurs later subject to overall guarantee period of **24** months from the date of receipt under normal service and maintenance conditions against manufacturing defects and workmanship. A guarantee certificate should be enclosed along with the bill/Proforma Invoice.

2) Any defects noticed during the above period shall be rectified by the supplier free of charge to TANGEDCO within 60 days on receipt of instruction from the purchaser.

3) The incidental expenses, transport and freight charges for the replacement of defective materials within the guarantee period may also be borne by the supplier.

4) A written guarantee guaranteeing the TANGEDCO against any defects in the materials supplied or in the Workmanship should be furnished along with the each bills for payment. This should be operative for the period of 24 months from the date of receipt of materials at site in good condition. Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified/replaced free of cost within two (2) months on receipt of intimation from the purchaser on such defects or failures. If they are not rectified or replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted along with the bills themselves.

## **22.0 SECURITY DEPOSIT:**

1) **The successful tenderer will have to pay 5% of the purchase order value (inclusive of all taxes and duties) in the form of electronic mode of payment or Demand Draft or Banker's Cheque payable in favour of SE/P&A/NCTPS-I. The SD should be remitted within 30 days from the date of receipt of Purchase order and in the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order will be cancelled. The belated payment of security deposit shall not be accepted. The SD amount will not carry any interest.**

i) For value of Purchase order up to Rs.10 Lakhs, SD shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's cheque or pay order payable only.

ii) For value of Purchase order exceeding Rs.10 Lakhs, SD shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's Cheque or pay order or Irrevocable Bank Guarantee. Bank Guarantee should be obtained from the Banks mentioned in clause (24.0).

2) The Security deposit against this contract will be released to the contractor only if the contract is completed to the satisfaction of the purchaser. If the purchaser incurs any loss or damage on account of the breach of any of the clauses mentioned above or any other amount arising out of the contract becomes payable by the successful tenderer 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 successful tenderer.

### **23.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

1) The successful tenderer will have to pay 5% of the purchase order value (inclusive of all taxes and duties) in the form of electronic mode of payment or Demand Draft or Banker's Cheque payable in favour of SE/P&A/NCTPS-I. The SD cum PG should be remitted within 30 days from the date of receipt of Purchase order and in the event of failure to remit security deposit cum PG within the prescribed period, EMD shall be forfeited and order will be cancelled. The belated payment of security deposit shall not be accepted. The SD cum PG amount will not carry any interest.

2) For value of Purchase order exceeding Rs.10 Lakhs, SD cum PG shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's Cheque or pay order or Irrevocable Bank Guarantee. Bank Guarantee should be obtained from the Banks mentioned in clause (24.0)

3) The Security Deposit cum Performance Guarantee furnished shall be towards proper fulfillment of the contract as well as towards performance guarantee of the materials supplied. In case of BG, the SD cum PG shall be valid/ extended for the entire period of Guarantee.

4) The Security deposit cum Performance Guarantee against this contract will be released to the contractor only if the contract is completed to the satisfaction of the purchaser. If, the purchaser incurs any loss or damage on account of the breach of any of the clauses mentioned above or any other amount arising out of the contract becomes payable by the successful tenderer 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 cum Performance Guarantee and such amount that is appropriated will not be refunded to the successful tenderer.

5) The Security deposit cum Performance Guarantee furnished in the form BG shall be returned after the expiry of the guarantee period. If the SD cum PG is furnished in the form of Demand Draft/ Banker's cheque or pay order the same shall be refunded after expiry of the guarantee period. If during the above period, any of the materials supplied are found to be defective in material or in workmanship, the same shall be rectified or replaced at destination at free of charges.

### **24.0) BANK GUARANTEE EXTENSION :**

In the event of furnishing Bank Guarantee towards security deposit, the validity of the bank guarantee if required shall have to be kept live till completion of Guarantee period.

In case of the requirement arising for extension of the bank Guarantee, the extended bank guarantee shall have to be submitted to TANGEDCO within the date of expiry of the existing bank guarantee. In case of failure to submit such extended bank guarantee within the due date (expiry date), TANGEDCO shall invoke the bank guarantee by addressing the bank directly.

Further, in the case of bank guarantee being extended without any break in period and there is delay in submission of such extended bank guarantee, for any reasons, TANGEDCO shall reserve the right to accept the belated submission of the extended bank guarantee by levying penal interest at the rate of 22% per annum for the delayed period of submission. Such penal interest shall be recovered from the service provider's subsequent bill.

### **24.1 BANK GUARANTEE:**

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

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

### **25.0 INSPECTION :**

- 1) The purchaser's representative shall have free access to the supplier's works at any time during working hours for the purpose of inspecting the manufacture and testing of the materials covered by this specification. The supplier shall provide the necessary facilities for such inspection.

- 2). The purchaser shall be given intimation well in advance about the readiness of the materials. The arrangement for inspection shall be made by suppliers in such a way that the delivery schedule is kept up. The materials should not be dispatched without acceptance of test certificate and instruction from the TANGEDCO.
- 3) i) If any of the materials / equipments which requires FAT, Routine / standard tests witnessing, necessary inspection call in 15 days advance shall be intimated.
- ii) This 15 days advance time is inclusive of delivery period. The time taken from the date of intimation of inspection and the actual date of inspection will be excluded from the delivery period. The materials shall be dispatched on issue of dispatch clearance. Similarly, the time taken from the date of inspection and issue/receipt of dispatch clearance will be excluded from the delivery period.
- iii) The materials should be delivered on the same / next day on receipt of dispatch clearance. The LR date will be taken as date of dispatch.

#### **26.0 JURISDICTION FOR LEGAL PROCEEDINGS:**

No suits or any proceedings 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 bidder shall furnish an undertaking for legal proceedings as per the format in Annexure –II in a non judicial stamp paper of Rs.80/- agreeing to the above condition along with their offer.**

#### **27.0 ARBITRATION:**

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 1996 or any other enactment in replacement thereof in the event of any dispute between the parties.

#### **28.0 DESPATCH OF EQUIPMENTS:**

It is the contractor's responsibility to deliver the materials / equipment to site. Materials can be brought to site by road also. The dispatch intimation may however, be given to the Stores Officer/NCTPS-I/Chennai-120 with intimation to the Superintending Engineer/P&A/NCTPS-I/Chennai-120.

#### **29.0. LOSS OR DAMAGE:**

1. External damages or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 3 months from the date of receipt of materials. In either case, the damages or defective materials should be replaced at free of cost to the TANGEDCO as per clause (29)
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 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 require the supplier to replace the defective goods, free of cost.

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 or are unsuitable for the purpose for which they are purchased, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.

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

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

### **30.0 REPLACEMENT OF DEFECTIVE, DAMAGED MATERIALS:**

30.1. Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgment. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages at the rate of (0.5%) half percent value (all inclusive price of such material for each completed week of delay subject to maximum of (10%) Ten percent for the delay from the date of receipt of intimation of the defects or damages.

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

30.3. If during the period of supply, it is found that goods already supplied are defective in materials or workmanship or do not conform to the 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 the account or require the contractor to replace the defective goods free of cost.

30.4. Similarly, if during the guarantee period stipulated under Guarantee clause subsequent to the date of receipt of the goods, any of the goods be found defective in materials or workmanship, or do not conform to the rate contract or are unsuitable will be open to the purchaser either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and required the contractor to replace the balance or pay compensation to the extent of the loss sustained by the purchase on that account.

30.5. Notwithstanding any other remedies available, the purchaser shall be entertained to dispose off the defective / damaged materials in "as is 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 defective/ damaged materials within two months period as per PO terms, from the date of receipt of intimation from the purchaser, TANGEDCO Ltd reserves right to dispose of such materials. This is without prejudice to the imposition of Liquidated Damages, Ground rent, forfeiture of security deposit cum PG etc.

### **31.0 DRAWING:**

1) The tenderers should submit with his tender dimensioned General arrangements drawings for the equipments offered. Illustrated and descriptive literature also should be enclosed, if necessary.

2) Any approval given to the detailed drawings by the purchaser shall not relieve the contractor of the responsibility for correctness of the drawing and in the execution of the works in accordance with the terms of the specification.

### **32.0 RECOVERIES OF DUES:-**

The TANGEDCO is empowered

- a) To recover any dues against this contract in any bills / Security Deposit cum PG / Earnest Money Deposit due to the successful tenderer either in this contract or any other contracts with TANGEDCO/TNEB.
- b) To recover any dues against any other contract of the successful tenderer with TANGEDCO/TNEB, with the available amount due to the successful tenderers against this contract.

### **33.0 INSURANCE:**

The successful tenderer should effect insurance of all materials, being supplied by them through any of the nationalized insurance companies at their cost. The Bidder's acceptance or otherwise to this clause should be specifically stated in the tender. The insurance should cover Transit Insurance. The damages, if any, during transit to be reported within 30 days of receipt of materials. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance under-writers/carriers.

### **34.0 .FAILURE TO EXECUTE THE CONTRACT:**

- 1) Successful tenderer failing to execute the order placed on them to the satisfaction of the TANGEDCO under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TANGEDCO, consequent to the placing of fresh orders elsewhere at higher rate, ie, the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages.
- 2) Further to imposing of LD, E.M.D. and SD cum PG paid by the firm will be forfeited as per terms of Purchase order. Their poor performance will be recorded for future tenders/contracts in TANGEDCO. Their name will be blacklisted after due notice.
- 3) In the event of the documents furnished with the offer being found to be bogus or the documents containing false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO, TANTRANSCO & TNEB LIMITED.

### **35.0 POWERS TO TERMINATE THE CONTRACT:**

In the event of Non-fulfillment and lack of diligence, the contract will be terminated and the Security Deposit/SD cum PG and Earnest Money Deposit will be forfeited. In that circumstance, TANGEDCO reserves the right, to arrange some other agency for the execution of this contract.

### **36.0 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.

### **37.0 LIMITS OF CONTRACT:**

Equipment furnished shall be complete in every respect with all mounting, fittings, fixtures and standard accessories normally provided with such equipment and / or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. All similar Standard components / parts of similar standard equipment provided, shall be interchangeable with one another.

### **38.0. NON-ASSIGNMENT:**

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

### **39.0. ELECTRICITY RULES:**

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply Act and the Indian Electricity Rules there-under unless modified by this specification.

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## **SECTION -VI**

### **TECHNICAL TERMS AND CONDITIONS**

**1.0 SCOPE:** This specification covers, design, manufacture testing, inspection at the Vendor's and or his sub-vendor's works, packing and delivery to site, unloading at site and transit insurance of materials required for North Chennai Thermal Power Station-I.

**2.0** It is not the intention of this specification to specify completely herein all details and design and fabrication of materials. However, the materials offered shall conform in all respects to high standards of Engineering and workmanship and be capable of performing in continuous commercial operation up to vendor's guarantee in a manner acceptable to the purchaser who will interpret the meaning of specification and shall have the power to reject any materials, which in his judgment are not in full accordance therewith.

### **3.0 MATERIAL TECHNICAL SPECIFICATION- Refer Schedule – A**

#### **4.0 DRAWING :-**

4.01) The tenderers should submit with his tender dimensioned General arrangements drawings for the equipments offered. Illustrated and descriptive literature also should be enclosed.

4.02) Any approval given to the detailed drawings by the purchaser shall not relieve the contractor of the responsibility for correctness of the drawing and in the execution of the works in accordance with the terms of the specification.

#### **5.0 CODES& STANDARDS**

5.01) The design, manufacture and performance of subject material shall comply with the requirements of the latest edition of codes and standards.

5.02) In the event of conflict between the codes and standards referred to on the specification and requirement of this specification, the requirement of specification will govern.

#### **6.0 DESIGN AND PERFORMANCE REQUIREMENT:**

6.01) The bidder shall submit the design and performance data of the materials offered in relation to **Schedule - A** along with the bid for evaluation.

6.02) The material shall be designed and manufactured in accordance with the best Engineering practice and shall be sent as, has been proved to be suitable for the intended purpose.

#### **7.0 INSPECTION, EXPEDITING AND TESTING:**

The PURCHASER/OWNER will carry out inspection, expediting and testing during and after its manufacturer through the agency of the ENGINEER/CONSULTANT to ensure quality control and prompt deliveries and the MANUFACTURER, will provide the necessary access and facilities. Expediting will cover vendor data submission, ordering of raw materials, production, planning, manufacture, testing and shipment. Inspection will be carried out as per a schedule agreed with the MANUFACTURER, at several stages commencing from inspection of raw materials up to final testing before release of shipment. The inspecting and testing will also cover equipment supplied by the SUB-VENDORS. Inspection by the ENGINEER/CONSULTANT shall not relieve the VENDOR of the responsibilities for furnishing equipment conforming to the specification.

#### **8.0 PACKING AND FOWARDING:**

8.01) The responsibility for properly packing the equipment shall be that of the manufacturer. The requirement for packing and marking of equipment have been generally specified in standard specification entitled "Marking and Transport Instructions" and specifically given in the purchase order.

8.02) All test/Inspection certificates must be endorsed with sufficient information to identify the material or equipment to which the certificates refer, and must carry in the top right hand corner the identification of OWNER/PURCHASER and the CONTRACT.

#### **9.0 MARKING AND TRANSPORT INSTRUCTIONS:**

All packages shall be clearly, legibly and durably marked with uniform block letters (preferably with water proof paint) ON

AT LEAST THREE SIDES WITH:

- a. Destination address as communicated
- b. PO/Contract No.
- c. Dimensions
- d. Net and Gross Weights
- e. Sign showing slinging and sling position
- f. Any handling and unpacking instructions, if considered necessary
- g. Sign showing 'side up'
- h. Sign showing 'fragile' marks in case of delicate equipment.
- i. Identification mark relating them to the appropriate shipping documents considered necessary
- j. In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.

#### **10.0 TRANSPORT:**

10.01) No material shall be despatched without prior consent of the OWNER/PURCHASER or his representative.

10.02) The SUPPLIER/CONTRACTOR shall intimate the ENGINEER/ CONSULTANT in writing the probable date when the materials shall be ready for dispatch, at least 3 weeks in advance. Copies of the packing list shall also be sent along with the advance intimation.

10.03) In the event of the SUPPLIER/CONTRACTOR proposing to deliver the materials in component or sub-assembly form, he shall furnish full particulars of the quantity and approximate size of each items. All sub-assemblies shall be match-marked to facilitate assembly at site. The equipment/ Materials shall be unloaded at Destination Stores/Sites by the supplier at free of cost.

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**SCHEDULE – A**

**TECHNICAL SPECIFICATION OF MATERIAL)**

**SPECIFICATION.NO. CE- 04/2022-23/NCTPS-I**

<b>Sl. No.</b>	<b>Description of materials</b>	<b>Qty Req.</b>
<b>I</b>	<b>Supply of all pipe specials, sleeve couplings, hard wares, clamps, consumables., etc for ASDL-1</b>	
1	Sleeve coupling complete set with Bolt & Nuts <b>IS standard code -2062</b>	138 Nos
2	U clamp <b>IS standard code -2062</b>	850 Nos
3	GI Anchor Bolt M12 X 125 mm <b>IS standard code -1363</b>	1,250 Nos
4	M16 X 100 mm Bolt & Nut <b>IS standard code -1363/2002</b>	17,000 Nos
5	Gasket	750 Nos
6	MS Channel Clamp <b>IS standard code - IS-1730/1989</b>	15 Nos
<b>Technical Specification: As per drawing enclosed- 5 sheets. (For item 1, 2, 3, 5 &amp; 6)</b>		
II)	Destination	NCTPS-I Stores,
III)	General Standards required along with Technical Bid	Technical specification of offered material.

Descriptive technical catalogue and drawings may be furnished, wherever applicable.

**COMPANY SEAL**

**SIGNATURE:**

**DATE:**

**DESIGNATION:**

**COMPANY NAME:**

**Sd/xxxxxx**  
**CHIEF ENGINEER/NCTPS-I (FAC)**

**SCHEDULE – B**  
**PRICE SCHEDULE**

DOWNLOAD THE BOQ(EXCEL SHEET), QUOTE THE PRICE & UPLOAD  
SPECIFICATION NO. CE- 04 /2022-23/NCTPS-I

Sl. No.	Material Description	Quantity	HSN Code	Basic Rate in Rs.	Packing & Forwarding Charges on Basic Rate in %	Freight & Insurance Charges on Basic Rate in %	GST in % (Applicable for total Transaction value which includes Basic Rate, P&F, F&I charges and any other charges)
				(a)	(b)	(c)	(d)
I	Supply of all pipe specials, sleeve couplings, hard wares, clamps, consumables., etc for ASDL-1						
1	Sleeve coupling complete set with Bolt & Nuts	138 Nos					
2	U clamp	850 Nos					
3	GI Anchor Bolt M12 X 125 mm	1,250 Nos					
4	M16 X 100 mm Bolt & Nut	17,000 Nos					
5	Gasket	750 Nos					
6	MS Channel Clamp	15 Nos					

**Note:-**

1. In the above Basic price column, only the Unit Price (**per No**) shall be indicated.
2. While quoting the rates the bidder shall indicate the HSN Code for the tendered item as per GST Act.
3. This schedule is an indicative one and hence the BOQ (Excel Sheet) shall be downloaded and prices quoted and uploaded
4. Evaluation of rates will be done Whole event wise only. L1 bidder shall be determined by comparing the combined value of all the above 6 items quoted by each bidder, subject to provision under clause 15.0 of section IV of Tender Specification. (Since, all the materials are required to complete the scheme)

COMPANY SEAL  
DATE

SIGNATURE:  
DESIGNATION:  
COMPANY NAME:

**Sd.xxxx**  
**CHIEF ENGINEER/NCTPS-I (FAC)**

**SCHEDULE – 'C'**

**DEVIATION FROM TECHNICAL SPECIFICATION**

All Technical Deviation from the Specification shall be filled in by the Tenderer, Clause by Clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer hereby certify that the above mentioned are the only deviations from the technical Specifications and confirms to the specification in all other aspects.

Company Seal:

Signature :  
Designation :  
Company :  
Date :

**SCHEDULE – 'D'**  
**DEVIATION FROM COMMERCIAL TERMS AND CONDITIONS**

All Deviations from the Commercial terms shall be filled in by the Tenderer, Clause by Clause, in this Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The tenderer hereby certify that the above mentioned are the only deviations from the Commercial terms of the Specification.

Company Seal:

Signature :  
Designation :  
Company :  
Date :

\*\*\*\*\*

**SCHEDULE – E**

**BIDDER EXPERIENCE**

The Bidder shall furnish here a list of similar supplies executed by him to whom a reference may be made by the purchaser in case the purchaser considers such a reference is necessary.

Sl. No.	Name and address of the organization	Description of materials	Po. No. and Date	Value of order in Rs.	Date of completion of order

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION :

COMPANY NAME :

**SCHEDULE-F**  
**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 a)Registered Office	
	b) Factory / works Address	
	c) Fax No.	
	d) E-mail id	
	e) GSTIN No.	
	f) PAN No.	
2.	Name, Designation & Address of the person signing the tender	
3.	<b>EARNEST MONEY DEPOSIT</b>	
	a) Mode of payment (tick whichever is applicable)	<b><u>NEFT / RTGS/Account transfer</u></b>
	b) If exempted,	Rs.                      /-
	i) State whether the bidder is SSI/NSIC/Udyam Registration holder	YES/NO
	ii) Whether Reference of documentary evidence with necessary attestation towards exemption uploaded	YES / NO
	iii) State the Validity Period of the Registration	
	iv) Whether Undertaking in a non-judicial Stamp paper for a value of Rs.80/- in lieu of EMD exemption uploaded	YES / NO
	v) Whether Attested copies of Chartered accountant certificate for Annual turnover and investment in plant & machinery to ensure the Status of Micro / Small Enterprises for extending exemption is uploaded	YES / NO

<b>4.</b>	<b>BID QUALIFYING REQUIREMENTS</b>	
	i) whether copies of relevant previous purchase orders uploaded	YES / NO
	ii)whether copy of End user certificate for satisfactory performance of materials uploaded	YES / NO
	iii)whether copies of evidences for Annual turnover uploaded	YES / NO
	iv) whether the above evidences are attested by Notary Public/gazetted officer	YES / NO
<b>5.</b>	<b>VALIDITY</b>	
	Whether your offer is valid for a period of 180 days from the date of opening of commercial/technical bids	YES / NO
<b>6.</b>	<b>PRICE</b>	
	i) Whether the price quoted is <b>FIRM</b> for a period of one year from the date of receipt of contract.	YES / NO
	ii) Whether the following break ups for the quoted Unit Price have been mentioned in Schedule-B of the Specification	
	<b>A)MATERIAL PORTION</b>	
	Basic Price per Unit	YES / NO
	Packing & Forwarding Charges on basic price	YES / NO
	Freight & Insurance Charges on basic price	YES / NO
	B)Labour/Unloading charges	YES / NO
	<b>GST in percentage</b>	
	<b>HSN Code No.</b>	<b>HSN Code:</b>
	Note: The above break-up details should be furnished clearly without any ambiguity failing which the offer is liable for rejection	
<b>7.</b>	<b>PAN, GSTIN, EPF &amp; ESI</b>	
	i)whether proof of PAN number uploaded	YES / NO
	ii)whether proof of GSTIN number uploaded	YES / NO
<b>8.</b>	<b>TECHNICAL SPECIFICATION</b>	
	Whether the materials offered are exactly as per technical specification (Schedule –A) and drawings if any, of the tender specification.  Deviation or Nil deviation should be mentioned in Schedule “C”	YES / NO

9.	<b>COMMERCIAL TERMS</b>	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION V OF TENDER SPECIFICATION	
	a) Payment terms (clause 11.0)	YES / NO
	b) Delivery Period (clause 13.0)	YES / NO
	c) Liquidated Damages (Clause 15.0)	YES / NO
	d) Test Certificate (clause 20.0)	YES / NO
	e) Guarantee (clause 21.0)	YES / NO
	f) Security Deposit (clause 22.0)/ SD CUM PBG (clause 23.0)	YES / NO
	g) Jurisdiction for legal proceedings (clause 26.0) (whether Necessary Undertaking uploaded)	YES / NO
	Deviation or Nil deviation should be mentioned in Schedule "D"	
10.	<b>TENDER ACCEPTANCE LETTER</b>	
	Whether Tender acceptance letter as per Schedule G signed with company Seal on letter head and uploaded in the technical Bid	YES / NO
11.	<b>UNDERTAKING FOR PAYMENT OF DUES TO TANGEDCO</b>	
	Whether Undertaking for payment of dues to TANGEDCO in <u>Non-Judicial Rs. 80/- Stamp Paper</u> as per Annexure IV uploaded	YES/NO
12	Declaration FORM as per Schedule -H	YES/NO

**SIGNATURE OF THE TENDERER:**

**DATE:**

**NAME:**

**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)



## **SCHEDULE-G**

### **TENDER ACCEPTANCE LETTER**

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

To be given on Company Letter Head)

To,  
The Chief Engineer,  
NCTPS-I,  
Chennai-120.

Date: -----

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender: -----

Dear Sir,

1. I/We have downloaded / obtained 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 attached to the Specification.
6. In accordance with the Security cum Performance guarantee clause-9.0, Section-V, of the specification, we agree to furnish security cum performance guarantee to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.
8. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

**SCHEDULE-H**

**Specn No: CE - 04 / 2022-23/NCTPS-I**

**DECLARATION FORM**

To

The Chief Engineer,  
North Chennai Thermal Power Station,  
Chennai-600120.  
Ph: 044-27950051  
Fax No.:044-27950074.

Dear Sirs,

Having examined the above Specification together with the accompanying schedules and annexures etc., we hereby offer to manufacture and supply the equipments / materials covered in this Specification at the rates entered in the attached schedule of prices.

We hereby guarantee the particulars entered in the schedules attached to the Specification.

In accordance with security deposit cum Performance Bank Guarantee clause 22.0, Section – V, of the Specification we agree to furnish security cum Performance Bank Guarantee to the extent of 5% of the total value of the contract.

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

Yours faithfully,

**PLACE:**

**SIGNATURE:**

**DATE:**

**DESIGNATION:**

**COMPANY SEAL:**

**COMPANY:**

**SCHEDULE –I**  
**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 2019-20 and 2020-21 (FY 2018-19 and 2019-20) and we shall file the ROI for Assessment Year 2022-23 (Financial Year 2020-21) which the due date as per the provisions of the said Act.

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

Sl.NO	Assessment year	Acknowledgement No	Date of Filing
1	2019-20		
2	2020-21		

Place:

Date:

(Authorized Signatory)  
Signature & Seal

Introduction for Provision of IT Act New Section 194Q -Incorporate in Tender Specification

**ANNEXURE - I**  
**FORMAT FOR UNDERTAKING IN LIEU OF PAYMENT OF EMD**  
**in Rs.80.00 Stamp paper**

THIS UNDERTAKING executed at.....on this ..... day of ..... by M/s. ....a company registered under companies Act, 1956, having its registered office at .....herein-under called the " Tenderer " to and in favour of **TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**, a subsidiary of TNEB Limited, formed on 1<sup>st</sup> November 2010 under section 131 of the Electricity Act of 2003 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002 and represented by .....hereinafter called the "TANGEDCO".

WHEREAS the contract is for the supply / erection / construction etc., in terms of the Tender Specification No...../ dt. . . . .AND WHEREAS in accordance with Clause .....of the above said tender specification, the tenderer has to furnish E.M.D. of Rs.....(Rupees ..... only) and WHEREAS the tenderer has requested the TANGEDCO to accept an undertaking in lieu of payment in cash of the E.M.D. and WHEREAS the TANGEDCO has accepted the request of the tenderer subject to executing an undertaking to pay to the TANGEDCO not exceeding Rs..... (Rupees ..... only) representing the E.M.D. together with costs in case of non fulfillment of the conditions stipulated in the Tender specification or the conditions stipulated in the contract by the Tenderer.

IN CONSIDERATION of the TANGEDCO having agreed to accept an undertaking from the tenderer in lieu of payment of E.M.D. in cash, the tenderer undertakes to pay the sum of Rs.....(Rupees..... only) immediately when a demand is raised by the TANGEDCO against the tenderer without any demur in the event of the following :

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
- ii) If he revises any of the terms quoted during the validity period, without specific request by the TANGEDCO.
- iii) If he violates any of the conditions of the Tender Specification No..... dated.....
- iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING is such that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above written undertaking shall be void, otherwise the same shall remain in full force. The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, "Tenderer" and " the TANGEDCO " before used hereafter shall include their respective successors and assign in office.

IN WITNESS WHEREOF THIRU.....for and on behalf of the tenderer has signed this undertaking on the day, the month and year first above written.

In the presence of Witnesses:

(With Name, Signature and complete address)

SIGNATURE:

1.

NAME IN BLOCK LETTERS:

2.

SEAL OF THE COMPANY

## ANNEXURE - II

### FORMAT FOR UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

in Rs.80.00 Stamp paper

**THIS DEED OF UNDERTAKING EXECUTED AT ----- ON THIS THE  
----- 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 **TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**, a subsidiary of TNEB Limited, formed on 1<sup>st</sup> November 2010 under section 131 of the Electricity Act of 2003 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002, herein after called the "**TANGEDCO**" (which expression shall where the context so admits mean and include the successors – in – office and assigns).

**WHEREAS** the TANGEDCO has called for acceptance of jurisdiction of legal proceedings.

**NOW THIS UNDERTAKING WITNESSETH** that Nosuits or any proceedings 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 eventhough 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.

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.

In the presence of Witnesses :  
(With Name, Signature and complete address)

**SIGNATURE :**

**1. NAME IN BLOCK LETTERS :**

**SEAL OF THE COMPANY :**

**2.**

### ANNEXURE- III

#### BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

(In a Non - Judicial - Rs.80/- Stamp Paper)

THIS DEED OF GUARANTEE made on this ..... day of ..... only by the Bank of..... (Branch name & address) (herein after called "the Bank") to and in favour the TANGEDCO, a company registered under 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 include the successors in office and assigns " having its Registered Office at Anna Salai, Chennai - 2 represented by the CHIEF ENGINEER / \_\_\_\_\_ / \_\_\_\_\_ (hereinafter called "The Purchaser").

WHETHERAS Messrs. ....(hereinafter called "The Contractor") have by virtue of the contract entered into with the purchaser as per P.O. 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 P.O. No. .... dt..... The contractor has to pay a sum of Rs...../- (Rupees.....only)towards combined Security Deposit cum Performance Guarantee from a Nationalised Bank.

AND WHEREAS the contractor has requested the purchaser to accept bank guarantee in lieu of combined Security Deposit cum Performance Guarantee 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 P.O. 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 combined Security Deposit cum Performance Guarantee 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 P.O. No.....dt.....

3.The guarantee herein contained shall remain in force till the terms and conditions of the P.O. 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 for - bearance, 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 what - so - ever 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  
(Name in Block letters)
2.

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

**A N N E X U R E - I V**

**(In Non-Judicial Rs 80 Stamp Paper)**

**UNDERTAKING FOR PAYMENT OF DUES TO TANGEDCO**

**THIS DEED OF UNDERTAKING EXECUTED AT ..... ON THIS THE**

.....Day of.....By Messrs.....

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**

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

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

**NOW THIS UNDERTAKING WITNESSETH** the TANGEDCO is empowered to recover any dues against this contract in any bills / security deposit / E.M.D due to the Tenderer either in this contract or any other contracts with the TANGEDCO. Further, the Tenderer hereby authorizes the TANGEDCO to recover, any dues against any other contract of the Tenderer with the TANGEDCO 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:**



## ANNEXURE - V

### **FORMAT OF DECLARATION TO BE SUBMITTED BY THE L1 BIDDER DURING NEGOTIATION**

#### **UNDERTAKING TOWARDS GST**

**(in non-judicial Rs.80/- stamp paper)**

THIS UNDERTAKING executed at.....on this ..... day of ..... by M/s. ....a company registered under companies Act, 1956, having its registered office at .....herein-under called the " Tenderer " to and in favour of **TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED, GSTIN 33AADCT4784EIZC**, a subsidiary of TNEB Limited, formed on 1<sup>st</sup> November 2010 under section 131 of the Electricity Act of 2003 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002 and represented by .....hereinafter called the "TANGEDCO".

WHEREAS the contract is for the supply in terms of the **TENDER SPECIFICATION NO..... /2022-23**

**I)** 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 ..... or

We hereby declare and confirm that we are **unregistered vendor** under GST Act being turnover is less than Rs. .... Lakhs (being threshold limit) per annum (for unregistered vendor the vendor has to submit an affidavit in the enclosed format). or

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

**II)** 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 \_\_\_\_\_%** as rebate in my awarded price against input tax credit benefit. or

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 **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 paragraph which is not applicable**