

**TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**  
**METTUR THERMAL POWER STATION – I**



**SPECIFICATION FOR THE PROCUREMENT THROUGH E-TENDERING**  
**(Through NIC Platform)**

**SPECIFICATION NO.:- CE/MTPS-I/SE/P&A/S&I/AEE-3/O.T.No. 07 /22-23**

**OFFICE OF THE CHIEF ENGINEER**  
**METTURE THERMAL POWER STATION – I**  
**METTUR DAM – 636 406**  
**TAMIL NADU.**

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

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**INSTRUCTION TO BIDDERS**

**FOR SUBMISSION OF ONLINE BIDS**

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

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

### **2.0 Registration:**

- 2.1 The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link “Online bidder enrolment” which is free of charge.
- 2.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.

### **3.0 Contact persons:**

#### **For queries related to registration and online bidding (NIC):**

e-mail: support.etender@nic.in

Contact No.: 044 – 24466495

24902580 Extn.: 332

24917850

### **4.0 System Requirement:**

- i. Operating System: Windows XP-SP3 & above
- ii. Internet browser: IE7 and above.
- iii. Signing type: Digital Signature (class III)
- iv. JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be downloaded and installed in the system.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level. For detailed guidance about browser and Java configuration the bidders are advised to go through the video guide available under “Bidders Manual Kit” at

[“https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page”](https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page)

## 5.0 Searching for Tender Document:

- 5.0 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.
- 5.1 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.
- 5.2 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.

## 6.0 Preparation of Bids:

- 6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 6.2 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.
- 6.3 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.** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. **One hard copy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TANGEDCO after opening of the e-tender.**
- 6.4 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.
- 6.5 The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

## 7.0 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.

- 7.1 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.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.**
- 7.7 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.
- 7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.9 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.
- 7.10 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.

- 7.11 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.

## **8.0 Late Bid:**

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

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

- 9.1 Bidders may modify their bids online before the deadline for submission of bids.
- 9.2 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.
- 9.3 No bid may be modified after the deadline for submission of Bids.

## **10.0 ASSISTANCE TO BIDDERS:**

- 10.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 10.2 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.

**It may be noted by the bidders that NIC is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TANGEDCO and the successful bidder(s) subsequent to the bidding process.**

## TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD

1	Tender Specification No.	CE/MTPS-I/SE/P&A /S&I/AEE-3/ OT No.: 07 /22-23		
2	Name of the work	Various types of Heating Element for Air Pre Heater Model: 27 VIT 72° 2000mm:-3 items		
3	Quantity	<u>Sl.No</u>	<u>Description</u>	<u>Qty.</u>
		1.	Sacrificing Heating Element Type – “E” Size : 0.63 x 200 mm (Heating Element material:IS-513-DD)	48 Nos.
		2.	Sacrificing Heating Element Type – “F” Size : 0.63 x 200 mm (Heating Element material:IS-513-DD)	48 Nos.
		3.	Sacrificing Heating Element Type – “G-27” Size : 0.63 x 200 mm (Heating Element material:IS-513-DD)	48 Nos.
4	Method of Tender	Open E -Tender System – Two Part		
		E -Tender System - Open Tender – Two Part (Online submission through Website <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> of NIC		
5	Earnest Money Deposit (EMD)	Rs.13,210 /- (Rupees Thirteen Thousand Two Hundred and Ten only) to <b>TANGEDCO’s Account</b> in the form of NEFT / RTGS or by the way of Account transfer Account No. : 550518752 Name of Bank : Indian Bank, Mettur Dam – 636401 IFSC Code : IDIB 000M034		
6	URL for online bid submission for e-tender	<a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a>		
7	Last date for submission of EMD	<b>18 .05.2022 before 12.00 hrs</b>		
	(The EMD amount has to be received in TNEB / TANGEDCO account through e payment, by 2 hours before closing time of tender)			
8	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid	<b>18.05.2022 @ 14:00 HRS</b>		
9	Date & time of opening of tender electronically	<b>19.05.2022 @ 14:30 HRS</b>		
10	Specification at website	The tender specification will be placed at TANGEDCO website ( <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> ) & NIC website <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> ; The prospective bidders may download the same at free of cost.		

11	Documents to be uploaded by the Tenderers during e-submission	Schedules B to G and Annexure II to IV and other documents whichever is applicable
12	Clarification to be sought for from	Superintending Engineer Purchase & Administration Mettur Thermal Power Station – I Mettur Dam – 636406 Email id: sepamtps@tnebnet .org
13	Place at which tenders will be opened	Office of the Executive Engineer Spares & Inventory Mettur Thermal Power Station – I Mettur Dam – 636406

Sd/-12.04.22  
Chief Engineer/MTPS-I(FAC)

**T A N G E D C O**  
**METTUR THERMAL POWER STATION-I / METTUR DAM**  
**ANNEXURE – I**

SPECIFICATION No. CE/MTPS-I/SE/P&A/S&I/AEE 3/OT No. 07 /22-23

Sub: MTPS-I – S&I - Enquiry for the Supply of Various types of Heating Element for Air Pre Heater Model: 27 VIT 72° 2000mm:- 3 items to Mettur Thermal Power Station-I – Reg.

- I. Please quote your lowest price for supply of the following materials as per the specification furnished hereunder.

Sl. No.	Description of the articles	Qty
1.	Sacrificing Heating Element Type – “E” Size : 0.63 x 200 mm (Heating Element material:IS-513-DD)	48 Nos.
2.	Sacrificing Heating Element Type – “F” Size : 0.63 x 200 mm (Heating Element material:IS-513-DD)	48 Nos.
3.	Sacrificing Heating Element Type – “G-27” Size : 0.63 x 200 mm (Heating Element material:IS-513-DD)	48 Nos.

- 1) Delivery Period: Within 3 months from the date of receipt of P.O.
- 2) Test Certificate: Material test certificate obtained from Govt. / Govt. approved lab should be furnished along with supply and also to be tested in MTPS-I stores in presence of field engineers with suitable device to confirm material composition at supplier cost.
- 3) Inspection Clause: The materials covered in this order are subject to inspection in the presence of TANGEDCO Engineer at supplier's premises. The expenses connected with the deputation of such inspecting Engineers shall be borne by the Board. You shall provide necessary facilities for such inspection. You are requested to intimate the readiness of the materials for inspection at least 15 (Fifteen) days in advance for deputing our Engineer. Despatch Clearance will be given after inspection at your works. Inspection by Engineers shall not absolve you off the responsibility of supplying the materials confirming to the specification.

Sd/-12.04.22  
Chief Engineer / MTPS-I(FAC)

## **SECTION - I**

**EARNEST MONEY DEPOSIT:** Tenderer should pay the specified amount towards Earnest Money Deposit as follows: Earnest Money Deposit Rs.13,210 /- (Rupees Thirteen Thousand Two Hundred and Ten only)

- 1).The specified EMD shall be remitted by Demand Draft or Banker's cheque payable at Mettur Dam & drawn in favour of the Superintending Engineer/P&A/MTPS (or) NEFT/RTGS or by the way of Account transfer to TANGEDCO's Account.

Account No.: 550518752

Name of Bank : Indian Bank, Mettur Dam – 636 401

IFSC code : IDIB 000M034.

Scanned copy of the E-payment receipt duly reflecting the UTR Number for having paid EMD shall be enclosed along with offer.

EMD amount received beyond tender closing time will be summarily rejected. Having examined the tender specification together with the schedules attached, the bidder is deemed to accept to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfilment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.

The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board 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.
- (iii). If he violates any of the conditions of the tender specification.

Now the condition 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 condition 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

- 2.1) In case the EMD remittance through same Bank, a copy of Bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank account number of the bidder, and IFSC Code shall be uploaded, so as to verify the credit of same in TANGEDCO bank account scroll for ensuring the EMD compliance of bidders.
- 3) Any other mode of payment of EMD other than NEFT/RTGS/Account transfer to TANGEDCO's Account shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.
- 4) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application after intimation of rejection of tender is sent. The amount will not carry any interest.
- 5) The EMD of successful tenderer will be adjusted towards SD.
- 6) The EMD will not carry any interest.

## 7) **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. The Micro and Small Enterprises located within the State and Registered with the Government of Tamil Nadu, Department of Industries and Commerce, District Industries Centre.
- ii. The Small Scale Industries Units located within the State and registered with National Small Industries Corporation.
- iii. Departments of the Government of Tamil Nadu.
- iv. The SSI Units within the state, holding Acknowledgement issued for Entrepreneur Memorandum part-II obtained from District Industries Centre of Directorate of Industries and Commerce in respect of those items for which the Registration Certificate/ Acknowledgement has been issued.
- v. Undertakings and Corporations owned by the Government of Tamil Nadu.
- vi. Labour Contract Co-Operative Societies registered within Tamil Nadu
- vii. The Micro and Small Enterprises outside the State and registered with National Small
- viii. 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.)**

**Other mode of registration or enterprises registered under EM-Part II or UAM Will not be valid for EMD exemption after 1<sup>st</sup> April 2021.**

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

### **7.1 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).

### **7.2 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.

### 7.3 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.

### **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.

### **8) 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 8.3 & 8.4)

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.

- III. Annexure III to be enclosed.

### **9) 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.

**10) 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 tenderers participating on the strength of Exception Categories, 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.
- 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.

Sd/-12.04.22  
CHIEF ENGINEER / MTPS- I(FAC)

## SECTION – II

### BID QUALIFICATION REQUIREMENTS (BQR)

**The Bidders shall become eligible to bid on satisfying the following Bid Qualification Requirements and uploading of the required documentary evidences. Attested by Gazetted Officer/Notary public.**

1. The bidder should have previously supplied Regenerative Type Rotary Air preheater / spares for Regenerative Type Rotary Air preheater in a single order value of more than Rs.3.30 Lakhs within the past 10 years as on the date of tender opening to any of the Thermal Power stations of State or Central Government Organization / Public Sector Undertaking / State Electricity Boards in India and should have satisfactory performance for a minimum period of one year as on the date of tender opening. The date of purchase order will be reckoned for ascertaining the eligibility of the tender. The bidder shall upload scanned original of the purchase order in complete shape for the above during e-tender.

2. The bidder should scan and upload End user's certificate for the performance of the above supplied materials. In case the above supply was made to TNEB / TANGEDCO, the End user certificate will be obtained by the Tender inviting authority directly from the concerned Organizations. However in case of other Organizations, the End user certificate for the supply executed should be obtained, scanned and uploaded by the bidder during e-tender.

3. The bidder should have an annual turnover of more than Rs. 3.30 Lakhs in any one of the last three financial years (i.e., 2018-2019, 2019- 2020 and 2020 - 2021) and shall upload any one of the following statements in support of Annual Turnover for all the three financial years 2018-2019, 2019-2020 and 2020 -2021.

- i) Scanned original of Annual Audited Balance Sheet duly certified by a Chartered Accountant. (or)
- ii) Scanned original of Turnover Statement duly certified by a Chartered Accountant (or)
- iii) Scanned original of Sales Tax return filed by the bidder. (or)
- iv) Scanned original of Income Tax return filed by the bidder. (or)
- v) Scanned original of Enlistment Certificate issued by NSIC containing turnover details of the bidders as a proof for annual turnover.

**Note:** The Documentary proof for the above BQR shall be scanned and uploaded, failing which their bid will be summarily rejected. The successful bidder has to submit the attested copies of the documents satisfying BQR criteria after tender opening, in the office of the Tender Inviting Authority.

Sd/-12.04.22  
Chief Engineer / MTPS-I(FAC)

## **SECTION – III**

### **INSTRUCTION TO TENDERERS**

#### **1.0) SCOPE OF SUPPLY:**

1.1) The Scope of supply (described in Annexure – I) includes packing, forwarding, insurance and delivery of the materials detailed herein, at Central stores / MTPS-I / Mettur Dam.

1.2) The quantity indicated in schedule of requirement is approximate. The quantity finally ordered may vary to the extent of 25 % either way of the approximate quantity indicated in the Schedule of requirement.

**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 TENDER 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, only as per the formats prescribed herein.
- 2.2) The Tender Offer consisting of Schedules – A to G, Annexure I to IV 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 authorizing 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 authorized 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) **Vendor registration:** In TANGEDCO/TANTRANSCO, vendor registration has come into effect from 01.01.2021 as per TANGEDCO Proceedings 311 dated 29.12.2020. The firm must register in the Online Vendor Portal website <http://exam.tnebnet.org/tnebvend> for vendor registration

#### **3.0) MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

- 3.1) 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 .
- 3.2) In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Superintending Engineer / P&A / MTPS-I will clarify the same.
- 3.3) If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer / P&A / MTPS-I on the clarifications will be final and binding on the Tender.

- 3.4) All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 3.5) All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwritings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

#### 4.0) **TENDER OPENING:**

- 4.1) The Tender offers will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Executive Engineer/S&I/MTPS – I / Mettur Dam, through <https://www.tntenders.gov.in/nicgep/app> of NIC in the presence of tenderer's authorized representative who may wish to be present on the date of opening.
- 4.2) If the due date of the tender opening is declared as a holiday, the tender will be opened on the next working day at 14.30 hours

#### 5.0) **INFORMATION REQUIRED AND CLARIFICATIONS:**

- 5.1) In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 5.2) 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.
- 5.3) 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.
- 5.4) **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.**
- 5.5) After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.
- 5.6) Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANGEDCO for rejection of his offer, except as mentioned in Clause-8.5 & 8.6. 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.

## 6.0) REJECTION OF TENDERS:

I. Tenders will be **SUMMARILY** rejected if

- a) The EMD requirements are not complied with.
- b) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
- c) Not satisfying any one of the Bid Qualification Requirement as stipulated in Section II.
- d) The tenderers should quote **minimum quantity of 10%** of tendered quantity. The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall be summarily rejected.

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

- a) not covering the entire scope of supply of materials.
- b) If the declaration as specified in Schedule G is not signed and enclosed.**
- c) With validity period less than that stipulated in this specification.
- d) Not in conformity with TANGEDCO's Commercial terms and Technical Specifications
- e) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
- f) From any black listed Firm or Contractor.
- g) Received by Telex / Telegram / E-Mail/ Fax.
- h) From a tenderer whose past performance / Vendor rating is not satisfactory
- i) Not containing all required particulars as per Schedule A to G.
- j) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- k) Received after tender opening.
- l) Bidders not furnishing the consent for evaluation as per GST norms.

## 7.0) PRICE:

- (i) The bidder should quote as per scope of work at FIRM price in Indian Rupees only as per schedule –A.
- (ii) The prices quoted shall be **firm on F.O.R. Destination giving breakup thereof for basic price, GST, P&F, Freight, Insurance etc.**
- (iii) The rates quoted should be furnished both in figures and as well as in words.
- (iv) The Freight and Insurance charges, Packing & Forwarding charges should be shown separately. Packing & forwarding, Freight and Insurance charges will be paid only at actuals on production of voucher and not on percentage basis.
- (v) The GST should be clearly furnished with (GST and SGST or IGST) % in the price. Mentioning % with input tax credit.
- (vi) Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.

## 8.0) AMBIGUITIES IN CONDITIONS OF TENDERS:

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

- 8.2) The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 8.3) Tenderers shall bear all costs associated with the participation in the E –Tender and the purchaser will in no case be responsible or liable for these costs.
- 8.4) No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
- 8.5) **DEVIATIONS:** Offers which conform to the Technical & Commercial specifications without deviations will be preferred. However the deviations, if any shall be indicated in the schedules B & C only. Any other deviations mentioned elsewhere other than the schedules B & C of deviations will be ignored and it will be construed that the offer is as per specification.
- 8.6). The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
- 8.7) No alternate offer will be accepted.
- 8.8). Board reserves the right not to accept the lowest or any tender.
- 9.0) **DELIVERY:**
- 9.1) i) PLACE OF DELIVERY: **The Stores Controller/M.T.P.S.-I/Mettur Dam 6.**  
 ii) The delivery period shall be as mentioned under Annexure – I of this specification.  
 iii)The offer from ready stock is preferable.
- 9.2) TANGEDCO reserves the right to cancel the quantities not supplied as per delivery schedule.
- 9.3) TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 9.4) To ensure sustained supply without any interruption, TANGEDCO reserves the right to place orders among more than one tenderer.
- 9.5). The TANGEDCO will be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the order, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TANGEDCO in addition to the liquidated damages for delay, the actual difference in price whenever the TANGEDCO orders the delayed quantity to be supplied / executed by other agencies at higher rate.
- 9.6) The actual date of receipt of each material with all accessories will be reckoned as the date of receipt at MTPS Stores-I / Mettur Dam for the purpose of calculation of liquidated damages in respect of that material.
- 9.7) The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.

#### **10.0) PAYMENT:**

Payment for supplies against this order shall be made as follows: -

- i) **For materials delivered within delivery period :**  
 100% payment of the all inclusive price (including GST) of the materials of each consignment shall be released to the vendors of SSI units and non-SSI units within a time frame of 45 days from the date of receipt and acceptance of

materials at good condition at site and submission of bills with required documents after deducting the recoveries, if any.

In the event of TANGEDCO failing to up keep the stipulated time frame for releasing payment to SSI units and non-SSI units against satisfactory acceptance of materials, the simple interest will be paid for the delayed period at SBI three months MCLR.

ii) **For materials delivered beyond the delivery period :**

100% payment of the all inclusive price (including GST) of the materials of each consignment shall be released to the vendors of SSI units and non-SSI units within a time frame of 45 days from the date of receipt and acceptance of materials at good condition at site and submission of bills with required documents after deducting L.D. and other recoveries, if any.

In the event of TANGEDCO failing to up keep the stipulated time frame for releasing payment to SSI units and non-SSI units against satisfactory acceptance of materials, the simple interest will be paid for the delayed period at SBI three months MCLR.

iii) No advance payment / payment thro' Bank or against Proforma invoice will be made.

Note: Payment for supplies will be made by NEFT/RTGS on any one of the commercial Bank or their branches in Tamil Nadu as may be decided by the Board from time to time.

**11.0) SECURITY DEPOSIT / SECURITY DEPOSIT cum PBG :**

- 1) The successful tenderer will have to pay a Security Deposit of 5% of the value of the contract in the form of DD or Bankers Cheque payable at Mettur Dam and drawn in favour of SE/P&A/MTPS-I (or) NEFT/RTGS (or) by the way of Account transfer to TANGEDCO's Account.

Account No.: 550518752

Name of Bank : Indian Bank, Mettur Dam – 636 401

IFSC code : IDIB 000M034

You are requested to furnish immediately the E-payment receipt duly reflecting UTR number for having deposited the S.D. amount

- 2) The combined Security Deposit cum Performance Bank Guarantee shall be in the form of Demand Draft / Banker's Cheque / Irrevocable Bank Guarantee only in case P.O. value exceeds Rs.10 lakhs.
- 3) The contract will become effective only if the S.D/ S.D cum PBG is paid.  
The S.D. / S.D cum PBG shall be paid within 30 days from the date of receipt of the P.O and in the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order be cancelled. The belated payment of security deposit shall not be accepted
- 4) The S.D/ S.D cum PBG will be refunded to the supplier after the expiry of the guarantee period ensuring that defects/ damages during the guarantee period are rectified /replaced. If the purchaser incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.
- 5) When there is delay in supply, the Bank guarantee towards combined Security Deposit cum Performance Guarantee shall be got extended suitably.

- 6) No tenderer is exempted from payment of combined Security Deposit cum Performance Guarantee.

### **12.0) LIQUIDATED DAMAGES:**

- a) If the contractor fails to delivery the materials within 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 percent) of the contract price of the delayed / undelivered materials for each completed week of delay. The total Liquidated Damages shall not exceed Ten percent (10 percent) of the contract price of the materials so delayed / undelivered. The date of receipt of materials at Stores will be reckoned as date of delivery for this purpose.
- b) **Liquidated damages** will also be recovered for the quantity **not supplied** as is done for the belated supply.
- c) If supplies to be rendered against this Purchase Order are made by the supplier beyond the period of delivery stipulated in the Purchase Order and they are accepted by the Board such acceptance is without prejudice to the Board's rights to levy liquidated damages for the delay in supply.
- d) In respect of contracts where supply effected in part or works executed in part, could not be beneficially used by the TANGEDCO (due to such incomplete supply / execution), liquidated damages should be worked out on the basis of entire contract price only and not on the value of delayed portion.

### **13.0) GST Details**

- 1) The latest GST registration details, applicable **GST with input tax credit**, with HSN code No etc., attested by a Gazetted Officer / Chartered Accountant / Notary Public valid for the current year shall be enclosed along with the quotation.
- 2) Appropriate rate of GST shall be admitted in lieu of (all taxes and levies replaced by GST) Excise Duty, CST and TNVAT Service Tax etc as per provisions of the rules.
- 3) Any increase due to statutory variation will be admitted only when the supplies are made within the delivery schedule.
- 4) In case of delayed delivery, the GST prevailing on the date of dispatch or the GST on the last day of the contractual delivery period whichever is LESS will alone be admitted. For both the cases, the Supplier shall furnish documentary evidence while submitting the bills for payment.
- 5) **IMPACT OF GST: Any downward variation in basic price while working due to GST and the benefit of input tax credit must be passed on to TANGEDCO.**

- 14.0) IT PAN Details:** The Xerox copy of PAN Card issued by the IT department shall be enclosed along with the quotation.

### **15.0) VALIDITY:**

- 15.1) The tender offer shall be kept valid for acceptance for period of **180 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 15.2) Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TANGEDCO.

**16.0) SAMPLE: Not applicable:**

~~Samples are necessary before effecting the bulk supply. It will be tested for suitability. The materials will be rejected if it doesn't conform our specification, then the same has to be replaced at free of cost at own risk.~~

- ~~1) Samples are to be supplied wherever applicable. If the samples are not furnished within the stipulated period, the **EMD 1% of P.O. value will be forfeited.**~~
- ~~2) The delivery period for sample supply and bulk supply should be specified in your offer.~~
- ~~1 no sample for each item is to be supplied within 15 days from the date of receipt of the P.O. for approval. The sample will be approved within 15 days on its receipt. The bulk supply to be made only after the approval of sample.~~

**16.0) INSPECTION: Applicable**

The materials covered in this order are subject to inspection in the presence of TANGEDCO Engineer at supplier's premises. The expenses connected with the deputation of such inspecting Engineers shall be borne by the Board. You shall provide necessary facilities for such inspection. You are requested to intimate the readiness of the materials for inspection at least 15 (Fifteen) days in advance for deputing our Engineer. Despatch Clearance will be given after inspection at your works. Inspection by Engineers shall not absolve you off the responsibility of supplying the materials confirming to the specification.

**17.0) TEST CERTIFICATE:**

Manufacture's Test certificate should be produced by the company along with supply.

**18.0) GUARANTEE:**

The materials supplied shall be guaranteed for a period of **18 months** from the date of receipt at site in good condition or **12 months** from the date of commissioning whichever **is later** subject to an overall guarantee period of **24 months** from the date of supply for satisfactory operation and good workmanship under normal and proper conditions of service & maintenance. Any defect noticed during this period should be rectified by the supplier free of charge to the TANGEDCO.

**19.0) EVALUATION:**

The evaluation shall include GST applicable as a part of the price, as detailed below and Packing & Forwarding and Freight & Insurance charges.

1. In a tender where the tenderers are both from the State of Tamilnadu as well as from outside the State of Tamilnadu, the evaluation will be done based on the GST.

**20.0) PRICE PREFERENCE:**

No price preference shall be given for Domestic small scale Industrial units and For the Public Sector undertaking of State Government (Viz. Govt. of Tamil Nadu) during evaluation.

**21.0) LOSS OR DAMAGE:**

- i) You are responsible for the safe delivery of the equipments / materials at

destination.

- ii) You are responsible to assess the damages or shortages that occurred in transit and to pursue the claims with the insurers / carriers.
- iii) External damages and or shortages that are prima facie the results or rough handling in transit or due to defective packing will be intimated within 21 days (3 weeks) of the receipt of the materials at site. Internal defects, damages or shortages of any integral parts, which cannot ordinarily be detected on a superficial visual examination, due to bad handling in transit or defective packing would be intimated within one month from the date of receipt of materials at site. In any case the defective parts should be replaced by you free of cost.
- iv) In the event of supplies being received damaged or short at the destination station, the cost of such materials, Railway freight, Sales Tax (If payable) and insurance premium and other charges payable thereof will be paid only proportionate to the value of the materials received in good conditions, unless the damaged goods or short supplies are made good free of cost by you.
- v) Any defect of manufacture discovered after the first and before second payment should be rectified free of charge and all defective materials replaced.

## **22.0) REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:**

(i) 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 defects/damages either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced at free of cost within two months from the date of receipt of the intimation from the purchaser. If the Defects or Damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification / replacement of the defects or damages.

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

(iii) "Notwithstanding any other remedies available, the Purchaser shall be entitled to dispose of 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 the defective/damaged materials within such period as may be notified by the Purchaser through notice and the sale proceeds of such disposal shall be appropriated towards the dues to the Board such as Liquidated Damages, ground rent, etc. as may be determined by the Purchaser".

## **23.0) FORCE MAJEURE:**

If at any time during the continuance of this contract performance in whole or in part of any obligation under the contract shall be prevented or delayed by reasons of any war hostility Acts of Public, enemy acts or Civil commotion, strikes, lockouts, sabotages, fire, flood explosions, epidemics, quarantine restrictions or other acts of God (hereinafter referred to as eventualities) then

provided notice of the happening of any such eventuality is given by the supplier to the Board within 15 days from the date of occurrence thereof neither party shall eventually be entitled to terminate this contract nor shall have any claim for damages against the order in respect of such non-performance of 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.

Provided that if the performance in whole or part by the supplier or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period not exceeding 60 days, the Board may at its option terminate this contract by notice in writing. The Board will also be at liberty to cancel the order if the supply is not completed within the above accepted delivery period notwithstanding the liquidated damages applicable for the belated supplies.

#### **24.0) JURISDICTION FOR LEGAL PROCEEDINGS:**

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any Court, save in the High Court, Chennai or District Court at Salem or sub-Court at Mettur Dam or at the District Munsif Court at Mettur Dam. 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 arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the state of Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

The successful tenderer shall furnish an undertaking as per Schedule- F in a non-judicial stamp paper of Rs.80/= agreeing to the above condition.

#### **25.0) DUES TO THE BOARD:**

The Board is empowered:

- a) To recover any dues against this contract in the Bills/Security deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with Board.
- b) To recover any dues against any other contract of the suppliers with Board, with the available amount due to the suppliers against this contract.
- c) To recover the difference in cost of the item, between the price offered by the failed tenderer and the Prospective new tenderer becoming lowest bidder in a fresh P.O issued for the same item subsequently.

#### **26.0) RIGHTS OF THE BOARD:**

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

- a) to vary the quantity finally ordered to the extent of 25% indicated in the Tender document.
- b) 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.

- c) to recover losses , if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
- d) to cancel the orders for not keeping up the delivery schedule.
- e) to vary the delivery period based on the requirement and contingencies at the time of placing the Rate contract.
- f) to accept the lowest eligible tender.
- g) to reject any or all the tenders or cancel without assigning any reasons therefor.
- h) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.

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

### **27.0) RESPONSIBILITY:**

The Tenderer is responsible for delivery of the materials at the destination station in good condition. The tenderer shall include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. All risks connected with the supply of these materials should be borne by the supplier.

### **28.0) FAILURE TO EXECUTE THE CONTRACT:**

Contractors 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, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of penalty under the Liquidated Damages clause.

### **29.0) NON-ASSIGNMENT:**

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

### **30.0) EFFECTING OF RECOVERIES:**

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

### **31.0) ARBITRATION ACT NOT TO APPLY:**

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

**32.0) QUANTITY ALLOCATION:**

At the time of issuing indent for supply of materials, TANGEDCO reserves the right to allocate the quantity after ensuring the manufacturing capacity, ability of supply, quantity offered and past performance.

**33.0) APPEAL:**

Any tenderer aggrieved by the order of Tender Accepting Authority (Competent Authority), may prefer an appeal to the Govt. within 10 days from the date of receipt of order.

**34.0) CAUTION:**

1. Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms.
2. In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited or 1% of the P.O. value will be levied as penalty in addition to blacklisting them for future tenders / contracts in Tamilnadu Electricity Board.
3. The Guidelines issued in Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 will be followed.

**35.0) QUANTITY VARIATION:**

Variation in the quantity (+) or (-) 5% of the ordered quantity will be accepted for good & sufficient reasons.

**36.0) SUPPLY AT LOWER RATES: Not applicable**

~~You shall accept for the condition that if the materials are supplied at lower rates to any other Customer within the period of one year from the date of PO, then the lower rates shall necessarily be passed on to the Board against this Purchase Order also.~~

**37.0) GENERAL:** All rules, acts and provisions as per GST Act is applicable.

**Sd/- 06.04.22**

Superintending Engineer / P&A / MTPS-I

**PART – II**  
**SCHEDULE - A**  
**PRICE BID**

SPECIFICATION NO: CE / MTPS-I / SE / P&A / S&I / AEE3 / OT.No. 07 / 22 - 23

Name of the material: MTPS–I – Supply of Various types of Heating Element for Air Pre Heater Model: 27 VIT 72° 2000mm:-3 items to Mettur Thermal Power Station- I

Description	Quantity offered	Unit Price in Rupees					
		Ex- Works price	Packing and Forwarding Charges	Freight charges	Insurance charges	CGST/SGST/IGST	All inclusive Unit Price (3+4+5+6+7)
	(Nos.)	Rs. P.	Rs. P.	Rs. P.	Rs. P	Rs. P	Rs. P.
1	2	3	4	5	6	7	8
As per Annexure - I enclosed							

NOTE 1 :	Rates quoted shall be both in Words & Figures
NOTE 2 :	In case of discrepancy between prices quoted in words and in figures, lower of the two will be taken for evaluation.
NOTE 3:	While quoting the rates the bidder shall indicate the HSN Code and Account Code for all the tendered items as per GST Act.

COMPANY SEAL

SIGNATURE :  
NAME :  
DESIGNATION :  
DATE :

**SCHEDULE- B**

SPECIFICATION NO: CE / MTPS-I / SE/P&A/S&I / AEE.3 / OT.No. 07 / 22 - 23

***DEVIATIONS FROM TECHNICAL SPECIFICATION***

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

Sl. No.	Section No	Clause No	Deviation

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

COMPANY SEAL

SIGNATURE :  
NAME :  
DESIGNATION :  
DATE :

**SCHEDULE- C**SPECIFICATION NO: CE / MTPS-I / SE/P&A/S&I / AEE.3 / OT.No.07 / 22 - 23***DEVIATIONS FROM COMMERCIAL TERMS***

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

Sl. No.	Section No	Clause No	Deviation

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

COMPANY SEAL

SIGNATURE :  
NAME :  
DESIGNATION :  
DATE :

**SCHEDULE- D**

SPECIFICATION NO: CE / MTPS-I / SE/P&A/S&I / AEE.3 / OT.No. 07 /22 - 23

STATEMENT OF SUPPLY /ORDERS/EXECUTED /UNDER EXECUTION SO FAR DURING THE PAST THREE YEARS AS ON THE TENDER OPENING

Sl. No	Name & Address of the organization including other State EBs	Name of the work	P.O. No and date	Value of order in Lakhs (*)	Scheduled date of completion of order	Actual date of completion of order

Note: 1) (\*) Split up details such as price, may be enclosed separately.

2) Copies of orders received shall be enclosed.

COMPANY SEAL

SIGNATURE :  
NAME :  
DESIGNATION :  
DATE :

## SCHEDULE – E

### UNDERTAKING FOR PAYMENT OF DUES TO TNEB

THIS DEED OF UNDERTAKING EXECUTED AT MTPS/METTUR DAM 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

THE TAMILNADU ELECTRICITY BOARD a body corporate constituted under the Electricity (supply) Act, 1948, (Central Act LIV of 1948), having its office at NPKRR Maaligai, 800, Anna Salai, Electricity Avenue, Chennai – 600 002, hereinafter called the “BOARD” (Which expression shall where the context so admits mean and include the successors in – office and assigns).

WHEREAS the Board has called for an undertaking from the Tenderer empowering the Board to recover the dues if any.

NOW THIS UNDERTAKING WITNESSETH that the Board 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 Board. Further, the Tenderer hereby authorizes the Board to recover, any dues against any other contract of the Tenderer with the Board with the available amount due to the Tenderer against this contract.

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

SIGNATURE OF THE TENDERER.

NAME :  
DESIGNATION :  
DATE :  
COMPANY SEAL :

## SCHEDULE – F

### UNDERTAKING FOR LEGAL PROCEEDINGS JURISDICTION

THIS DEED OF UNDERTAKING EXECUTED AT MTPS/METTUR DAM 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

THE TAMILNADU ELECTRICITY BOARD A body corporate constituted under the Electricity (Supply) Act, 1948, (Central Act LIV of 1948), having its office at NPKRR Maaligai, 800, Anna Salai, Electricity Avenue, Chennai – 600 002, hereinafter called the “BOARD” (Which expression shall where the context so admits mean and include the successors in – office and assigns).

WHEREAS the Board has called for acceptance of jurisdiction of legal proceedings.

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

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

SIGNATURE OF THE TENDERER.

NAME :  
DESIGNATION :  
DATE :

COMPANY SEAL :

**SCHEDULE – G**

SPECIFICATION NO: CE / MTPS-I / SE/P&A/S&I / AEE.3 / O.T.NO. 07 / 22-23

**DECLARATION**

TO

The Chief Engineer,  
Mettur Thermal Power Station,  
Mettur Dam - 636406.

Dear Sir,

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

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

3) In accordance with Security Deposit clause under Section – II of the specification, we agree to furnish security to the extent of 5% of the total value of the contract.

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

Yours faithfully,

PLACE :  
DATE :  
COMPANY SEAL :

SIGNATURE :  
DESIGNATION :  
COMPANY :

**SCHEDULE- H**  
**BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM**  
**PERFORMANCE GUARANTEE**  
**(In 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 .....

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)

**ANNEXURE – II****C E R T I F I C A T E**

To

(Name and address of the  
selling Dealer)

.....

.....

TNGST NO.

**It is hereby certified that the goods listed below are purchased by us  
for use in generation, transmission and distribution of electrical energy.**

<i>Sl. No.</i>	<i>Invoice No./ Date</i>	<i>Description of Goods</i>	<i>Qty.</i>	<i>Value (Rs.)</i>

(Rupees    only)

Place :

Date :

(SIGNATURE)

Name :

Status :

Seal of Office :

**ANNEXURE – III****Self – Declaration**

**To be signed with company seal on letter head and uploaded in the  
technical Bid  
ACCEPTANCE LETTER to pay amount equivalent to EMD**

(To be given on Company Letter Head)

Date:

To

Sub: Acceptance of Payment of EMD Terms & Conditions of Tender.

Tender Reference No:

Name of the tender: E-Procurement of -----

Dear Sir,

I/We \_\_\_\_\_ hereby certify that I/We hereby authorizes the  
TANGEDCO to recover the amount equivalent to EMD Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ (IN WORDS)) together with costs if any, in the event of  
non-fulfilment of the conditions stipulated in the tender specification i.e in all  
cases where EMD paid shall be forfeited along with applicable GST.

**SIGNATURE**

**NAME IN BLOCK LETTERS**

**SEAL OF THE COMPANY.**

## ANNEXURE - IV

### DECLARATION FORM

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

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head) Date:

To,

-----

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:-----Name of Tender/Work

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. 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)