



**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**  
**TENDER SPECIFICATION**  
(THROUGH E-TENDERING)  
**FOR**

Mettur Thermal Power Station I – TURBO GENERATOR ROTOR - "E" – TO CARRY OUT COMPLETE SHAFT RUN OUT CHECKING, CORRECTION & DYNAMIC BALANCING IN LMW DESIGN 210 MW OF TURBO GENERATOR.

SPECIFICATION NO: CE/MTPS-I/SE/P&A/S&I/AEE – 4 / O.T. No.: 11 / 2022-23

DUE ON : 21.06.2022

OFFICE OF THE CHIEF ENGINEER  
METTUR THERMAL POWER STATION – I  
METTUR DAM - 636406  
TAMIL NADU.

**Service Provider: NIC limited**

**Website for online bid submission:** <https://tntenders.gov.in/nicgep/app>

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD**  
NOTICE INVITING TENDER

1.	Tender Specification No.	CE/MTPS I/SE/P&A/S&I/AEE 4/O.T.No.: 11 /2022-23.									
2.	Name of Work	Open E- Tender - Mettur Thermal Power Station I – Turbo Generator Rotor - “E” – To carry out Complete Shaft Run out Checking, Correction & Dynamic Balancing in LMW Design 210MW Turbo Generator of MTPS I.									
3.	Quantity	1 No.									
4.	Method of Tender	Open E –Tender / Two Part System (Online submission of Part I - Techno-Commercial Bid and Price Bid through Website ) <b><a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a></b> of NIC									
5.	Earnest Money Deposit (EMD)	<b>Rs. 2,00,000 /-</b> (Rupees Two lakhs only) to <b>TANGEDCO's Account.</b> <table border="1"> <tr> <td>MTPS Account No</td><td>:</td><td><b>550518752</b></td></tr> <tr> <td>Bank Name</td><td>:</td><td>Indian Bank, Mettur dam – 636401</td></tr> <tr> <td>IFSC Code</td><td>:</td><td>IDIB 000M034</td></tr> </table>	MTPS Account No	:	<b>550518752</b>	Bank Name	:	Indian Bank, Mettur dam – 636401	IFSC Code	:	IDIB 000M034
MTPS Account No	:	<b>550518752</b>									
Bank Name	:	Indian Bank, Mettur dam – 636401									
IFSC Code	:	IDIB 000M034									
6.	URL for <b>online bid submission for e-tender</b>	<b><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></b>									
7.	Pre Bid Meeting	<b>12.05.2022 @ 11.00 Hrs.</b>									
8.	Last date for submission of EMD	<b>20.06 .2022 @ 12.00 Hr.</b> (The EMD amount has to be received in TNEB/TANGEDCO account <u>through e payment, by 2 hours before closing time of tender</u> )									
9.	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	<b>20.06.2022 upto 14.00 Hrs.</b>									
10.	Date & time of opening of tender electronically	<b>21.06.2022 @ 14:30 Hrs.</b>									
11.	Specification at website	The tender specification will be posted at TANGEDCO website ( <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> ), TN Govt. website & 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.									
12.	Documents to be uploaded by the Tenderers during e-submission	Schedules B to F and Annexure I to VI and other documents whichever is applicable.									
13.	Tenders during e-submission	Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station – I, Mettur Dam – 636406.									
14.	Place at which tenders will be opened	Office of the Executive Engineer, Spares & Inventory, Mettur Thermal Power Station – I, Mettur Dam – 636406.									

Remarks : If the due date for opening the tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.

SD XXX 26.04.22.  
**CHIEF ENGINEER (FAC)/ MTPS-I.**

## **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 DSCs 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](mailto: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.
- 10 Signing type: Digital Signature (class III)
- 11 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>"

## **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, Technical Documents 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**

- 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.**

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TANGEDCO  
METTUR THERMAL POWER STATION-I / METTUR DAM  
**ANNEXURE – A**

**SPECN. No. CE / MTPS-I/ SE/P&A/EE/S&I / AEE4 / O T No. 11 / 2022-23**

**Sub:** MTPS I – S&I- EM I- Turbo Generator Rotor - “E” – To carry out Complete Shaft Run out Checking, Correction & Dynamic Balancing in LMW Design 210MW Turbo Generator of MTPS I - Reg.

- I. Please quote your lowest price online for the following as per the specification furnished hereunder in Schedule- A.

Sl.No.	Description of work	Qty
1.	Dynamic Balancing of 210MW LMW TG Rotor.	1 No.
2.	Checking shaft run out of 210 MW LMW Generator rotor.	1 No.
3.	Run out correction works for the above (if required)	1 No.
4.	Transporting charges - To & fro of TG rotor from MTPS-I	1 No.
5.	Transit Insurance charges for To & fro.	1 No.
6.	Packing and forwarding charges.	1 No.

**Delivery period** : The Dynamic Balanced TG rotor shall be delivered within 6 months (the period includes To & Fro Transporting) and excludes the period between date of receipt of inspection readiness and date of dispatch clearance issued by the competent authority) (Refer Section-V, Clause-11.0)

**Test certificate** : Manufacturer's Test certificate for material compliance should be furnished.

**Inspection** : As per Section-V clause. 32.0

SD XXX 26.04.22.  
CHIEF ENGINEER (FAC) / MTPS-I  
Mettur Dam-636 406



## **SECTION – I**

### **EARNEST MONEY DEPOSIT :**

- 1) Tenderer should pay the specified amount towards Earnest Money Deposit as follows: Earnest Money Deposit : **Rs. 2,00,000/-** (Rupees Two Lakhs only).
- 2) The Earnest Money Deposit specified above should be remitted in the form of NEFT/RTGS or by way of Account Transfer as mentioned in 5 of Notice Inviting Tender for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in MTPS I/TANGEDCO account **through e payment, 2 hours before closing time of tender**). **EMD amount received beyond tender closing time will be summarily rejected.**

The tenderers 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 so as to verify the credit of same in TANGEDCO Bank Account Scroll for ensuring the EMD compliance of bidders.

3. **Bank Guarantee (BG):**

3.1 The EMD in the form of IRREVOCABLE Bank Guarantee (BG) with one year validity is also acceptable.

3.2. The Bank Guarantee towards EMD shall be in the form of an irrecoverable Bank Guarantee on non-judicial stamp paper of value not less than Rs.100/-as per the proforma enclosed as Format-I in section VI of this specification obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.

3.3. **Original BG should be furnished to TANGEDCO** before the tender opening. In case of forfeiture of EMD after tender opening, the BG shall be invoked.

3.4. The Bank Guarantee shall be valid for one year.

4. The EMD will not carry any interest

5. The e-receipt of payment of EMD through NEFT/RTGS/Accounts Transfer or the scanned copy of the Bank Guarantee should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected

The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/ P&A/ MTPS I after intimation of the rejection/ non-acceptance of their tender is sent to them.

6. 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.

7. 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

8. Permanent EMD will no longer considered for this tender.

9. **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.**

10. The following categories of Industries are exempted from payment of EMD :

- a) Bidders who have uploaded Udhayam Registration Certificate registered for the tendered item are eligible for EMD exemption.
- b) Departments of the Government of Tamil Nadu.
- c) Undertakings and Corporations owned by the Government of Tamil Nadu.
- d) Labour Contract Co-operative Societies.

11. The **declaration shall be part of the bid itself and no need of separate undertaking.** Mere uploading of bid by the bidder, who has exempted from EMD payment, (**as discussed under para no.10.0.**) shall be considered as token of acceptance of the bidder 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

**12. Conditions for Liable for rejection of bids:-**

- a) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.
  - b) Signature of 2 witnesses should be affixed at the end of undertaking along with details of name and address.
13. Government of India, Ministry of MSME, vide Notification No. S.O.2119 (E) dated 26.06.2020. has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in "Udyam Registration Portal" to obtain an e-certificate viz. Udyam Registration Certificate.

**13.1 Composite Criteria:**

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

Government of India, Ministry of MSME, vide notification No.S.O.2119 (E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises. An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely:

- i) A micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- ii) A small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- iii) A medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

All SSI/NSIC units shall upload the audited, attested copy of the Profit and Loss Account, Balance Sheet and certificate from a Chartered Accountant certifying the value in Plant and Machinery and Annual turnover along with the proof for exemption from payment of EMD in order to ensure SSI status of the firm for extending exemption from payment of EMD. If the above documents are not furnished along with the proof of Exemption of EMD and Tender Acceptance Letter the tenders will not be evaluated.

13.2) In case the above composite criteria for the Micro and Small Enterprises exceeds the prescribed limit, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager/District Industries Centre concerned, the exemption from paying EMD for SS units shall not be extended.

The MSME notification No. S.O. 2119(E) dated 26.06.2020 may be adhered by the tenderers and TANGEDCO will adopt the same in evaluation of tenders.

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

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

**Calculation of Turnover:**

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

However, it is suggested to insist a certificate from Chartered Accountant, along with the bid from the bidders whose turnover include export proceeds, for ascertaining the turnover achieved on export goods or services or both and included in the total turnover.

**Calculation of Investment:**

The Plant and Machinery shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (both 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 A shall be excluded from the calculation of the amount of investment in plant and machinery.

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

**Registration of existing enterprises:**

- i. All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal upto 31.12.2021.
- ii. All enterprises registered till 30<sup>th</sup> June, 2020, shall be re- classified in accordance with the said notification.
- iii. The existing enterprises registered prior to 30<sup>th</sup> June, 2020, shall continue to be valid for a period up to 31.12.2021.

An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration

**13.4) Updation and transition period in classification :**

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

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

13.5) 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.

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

15.0) The tenderers shall upload the audited attested copy of Profit and Loss account / Balance Sheet along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD.

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

#### **16. CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES:**

- a) If the documentary evidences towards Exemption from payment of EMD are not uploaded.
- b) If the tendered items/ services are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- c) If not furnished the certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value.
- d) If the documentary evidences produced for Exemption from payment of EMD not attested by the Gazetted Officer/ Notary public.

#### **17.0) 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/by way of Account transfer.
- ii) The proof of exemption of EMD documents in support of investment held in plant and machinery and Tender Acceptance Letter.

18.0) The Earnest Money Deposit made by Tenderer will be forfeited after e- tender opening if :

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

**SECTION – II**  
**SPECIFICATION NO. CE/MTPS-I/SE/P&A/S&I/AEE –4/OT. No.: 11 / 2022-23**  
**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.**

- 1.a) The Bidder should be an Original Equipment Manufacturer of LMW/KWU designed Steam Turbines (or) Generator for Units of 210 MW (or) above capacity.

Necessary scanned copies of the original documents such as ISO certification (or) Certificate of License to manufacture should be uploaded to prove that they are the manufacturers for the above items. Memorandum and Articles of Association shall not be considered towards proof of manufacturer. The bidder should have supplied at least 1 No. Rotor of HPT/IPT/LPT/Turbo Generator (or) 1 No. Turbine assembly (or) 1 No. Generator for LMW/KWU designed Steam Turbine/Generator set of 210 MW (or) above capacity, to any Thermal Power Station in India during the preceding ten years and should have been in successful operation for a period of 2 years from the date of commissioning as on the date of tender opening. Necessary scanned copy of the original order for having supplied should be uploaded as evidence. The date of the purchase order will be reckoned for ascertaining the eligibility of the tender.

(OR)

- b) The bidder should have previously carried out repair/reconditioning works including Dynamic Balancing in any one of the Rotors of HP/IP/LP Turbine (or) Turbo Generator for LMW/KWU designed Steam Turbine/Generator set of 210 MW (or) above capacity, in any Thermal Power Station in India.

The repaired/reconditioned rotor should have been in successful operation for a minimum period of 1 year from the date of commissioning as on the date of tender opening during any time within the preceding ten years. Necessary scanned copies of the original order for having executed the above mentioned work should be uploaded. The date of the order will be reckoned for ascertaining the eligibility of the tender.

2. The bidder should upload the scanned copy of the original end user certificate for the above supply/work mentioned in BQR (1). In case, the supplier/ bidder has executed the supply/work in TANGEDCO/TNEB, the end user certificate will be obtained by the Tender inviting Authority. However, in case of supply made/works executed in other organization, the scanned copy of the End user's original Performance certificate should be obtained and uploaded by the Bidder. The End user's Performance certificate should necessarily contain the date of supply of new/reconditioned item as mentioned for BQR (1), date of commissioning, date of issue of end user's Performance certificate and period of satisfactory performance, so as to ascertain the satisfactory performance criteria of BQR (1).
- 3) The Annual Turnover of the bidder should be more than Rs. 50,15,000 /- in anyone of the immediate three financial years preceding the financial year 2021-22 (2018-19, 2019-20, 2020-21).

The bidder should scan and upload any one of the following statements in support of Annual turnover for all the above three financial years as documentary proof to ensure turn over criteria.

- i) Annual turnover statements duly certified by a practicing Chartered Accountant;
- ii) Audited financial statements like P&L account duly certified by a practicing Chartered Accountant;
- iii) Audited Balance sheets duly certified by a practicing Chartered Accountant;
- iv) Enlistment certificate issued by NSIC containing turnover details of the bidder.

Note:

- 1. Offers from the bidders having done the above work on sub-contract basis will not be considered.
- 2. Joint Ventures/Consortium is not eligible to participate in this Tender.

**The offers of the Bidders not satisfying the above BQR will be summarily rejected.**

## SECTION – III

**SPECIFICATION NO. CE/MTPS-I/SE/P&A/S&I/AEE –4/O.T. No.: 11 / 2022-23**

### **REJECTION OF TENDERS**

1. Tenders will be **SUMMARILY** rejected if
  - a) The EMD requirements are not complied with.
  - b) If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected. Tenders received from Agents / Dealers will not be considered.
  - c) The Bid Qualification Requirements as per Section - II of this Specification are not satisfied.
  - d) If any of the tenderers indicates the price in their Technical Bid.
2. 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 F 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 (Section - V & VI).
  - 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 F.
  - j) Questionnaire as per Schedule-E is not duly filled up and properly signed by the tenderer.
  - k) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
  - l) Received after tender opening.
  - m) The offer of bidders who have not furnished the GSTIN Number in the offers.

SD XXX 26.04.22.  
**CHIEF ENGINEER (FAC)**  
**MTPS-I/ METTUR DAM-6**

## **SECTION – IV**

**SPECIFICATION NO. CE/MTPS I/SE/P&A/S&I/AEE 4/O.T.No.: 11 /2022-2023.**

### **INSTRUCTION TO TENDERERS**

#### **1.0. THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998:**

- 1.1 The Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 1.2 THE TENDERERS WHO DO NOT FULLFILL THE "BID QUALIFICATION REQUIREMENT" AS PER SECTION-II NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.

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

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

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

- 3.1 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.
- 3.2 The Tender Offer consisting of Schedules - A to F, Annexure I to VI should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
- 3.3 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.
- 3.4 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.
- 3.5 The tenderer should furnish the GSTIN numbers in the offer.

#### **4.0 QUESTIONNAIRE FILLING:**

A Questionnaire is appended as Schedule-E 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". In case, this is not filled up and signed at the bottom of each page of the questionnaire and enclosed with the offer, the Bid will be liable for rejection.

#### **4.1. MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

- 4.1.1. 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 .
- 4.1.2. In case any tenderer asks for a clarification to the tender documents before 48 hours



of opening of tenders, the Chief Engineer/MTPS I/Mettur Dam will clarify the same.

4.1.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/ MTPS I/Mettur Dam on the clarifications will be final and binding on the Tender.

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

4.3. 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.

4.4. **QUOTATION OF RATES:**

4.4.1. Rates should be quoted in both figures (i.e. integers) and words. In case of ambiguity between rates in figures and words, lower of the two will be taken for tender evaluation.

4.4.2. Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.

4.5. **PRINTED TERMS AND CONDITIONS IN TENDERS:**

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

4.6. **INCOMPLETE TENDERS:**

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

4.7. **AMBIGUITIES IN CONDITIONS OF TENDERS:**

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

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

4.9. 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.

4.10. 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.

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

4.12 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.

4.13 No alternate offer will be accepted.

4.14 **DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**

The prices quoted should be on FOR Destination basis i.e., Stores Controller / Mettur Thermal Power Station-I / Mettur Dam / Tamil Nadu.

## **5.0 TENDER OPENING:**

### **5.1 OPENING OF COMMERCIAL & TECHNICAL BIDS WITH PRICE (TWO PART):**

The Tender offers **Technical & Price Bid (Schedule-A) 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 [www.tntenders.gov.in/nicgep/app](http://www.tntenders.gov.in/nicgep/app) in the presence of tenderer's authorized representative who may wish to be present on the date of opening.**

- 5.2 Price bids of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically by the nominated members.
- 5.3 If the last date set for submission of e-tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day without any changes in the timings indicated.
- 5.4 The Price Bid should not be furnished in the Techno Commercial Bid. The Price should be quoted in the Price Bid Section only.

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

- 6.1. In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of their 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.
- 6.2. 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.
- 6.3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
- 6.4 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.
- 6.5 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 their 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.

## **7.0. EVALUATION OF TECHNO COMMERCIAL BID/PRICE BID:**

### **7.1. Techno Commercial Bid:**

The evaluation shall be such that only the offers which confirm to the Technical specification will be considered and if there are deviations in commercial terms, the bidder will be insisted to accept TANGEDCO's terms for the same.

### **7.2. Price Bid:**

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 both in percentage and amount shall be indicated in the offer along with HSN code. The evaluation will be done only based on the GST rates quoted by the bidders.

The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value. The all inclusive price shall be considered for evaluation of bidders. The all inclusive price shall include (Ex works price + P&F + Freight and Insurance) + GST + other charges (if any).

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 only within the State or bidders are within the State and outside TN.

In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.

- 7.4 The rates quoted by the eligible lowest tenderer in the open tender shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the final rate will be determined.

## **8.0 RIGHTS OF THE BOARD:**

### **8.1 RIGHTS TO REJECT THE TENDERS:**

- 8.1.1 After negotiation with the Tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.
- 8.1.2 The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
- 8.2 Notwithstanding anything contained in this Specification, the TANGEDCO reserves the rights :
- a) to recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract, the security deposit paid shall, be forfeited.
  - b) To cancel the orders for not keeping up the delivery schedule.
  - c) To accept the lowest eligible tender.
  - d) To reject any or all the tenders or cancel without assigning any reasons there for.
  - e) 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.
- 8.3 The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.
- 8.4 The rejected bidder shall accept the revocation of rejection by TANGEDCO within the validity period.

10.0 **DEVIATIONS:**

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

10.2 No alternate offer will be accepted.

11.0 **BAR OF JURISDICTION:**

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

12.0 **APPEAL:**

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

13.0 **TENDER DOCUMENT:**

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

SD XXX 26.04.22.  
**CHIEF ENGINEER (FAC)**  
**MTPS-I/ METTUR DAM-6**

**SECTION – V**  
**SPECIFICATION NO. CE/MTPS-I/SE/P&A/S&I/AEE – 4/O.T. No.: 11/ 2022-23**  
**COMMERCIAL**

**1.0 SCOPE:**

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

**2.0 DETAILS OF CONSTITUTION OF FIRM :**

2.1 The tenderers shall furnish documentary evidence for the constitution of the firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of Name, Address, Telephone, FAX Nos. Email, Electricity Board Service Connection No., etc. of the manufacturing plants.

**2.2 LEGAL STATUS OF THE FIRM :**

The Tenderer should furnish necessary document evidencing their legal status of the firm along with their offer.

**3.0 DETAILS OF PURCHASE ORDERS ALREADY EXECUTED:**

3.1 The tenderers shall furnish documentary evidence with details of various Orders placed on them by TANGEDCO/ Other State Electricity Boards and executed during the last three years as on date of tender.

**4.0 PLACING OF ORDERS:**

4.1 The award of contract will be issued to the successful tenderer with all TANGEDCO Ltd's terms and conditions, duly indicating the approved unit rates. The approved rates will be FIRM during the entire duration of the contract.

**5.0 PRICE: (TO BE QUOTED ONLINE)**

5.1 The Tenderers are requested to quote FIRM price in Indian Rupees only as per Schedule -A.

5.2 The prices quoted shall be firm inclusive of all tools and plants required, all incidental charges, GST, Insurance etc. and should be for the execution at Mettur Thermal Power Station-I / Mettur Dam-06.

5.3 The rates quoted should be furnished both in **figures** and as well as in **words**.

5.4 The prices quoted shall be firm on F.O.R. Destination giving breakup thereof for basic price, P&F, Freight, Insurance, GST ,etc.

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

5.6 The GST should be clearly furnished with(GST and SGST or IGST) % in the price.

5.7 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.

**5.8 The L1 bidder shall furnish the declaration in respect of passing of ITC benefit as per sec 171 of CGST Act as rebate in the price offered. In the event of L1 bidder specifying the ITC benefit as 'Nil', the same shall be supported with certificate from Chartered Accountant'. A format of declaration will be as stipulated by TANGEDCO, post evaluation of L1 bidder.**

**5.9 PERMANENT ACCOUNT NUMBER AND GSTIN :**

The Tenderer shall indicate the Permanent Account No. 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.

## 6.0 GOODS AND SERVICE TAX (GST)

- i) Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101<sup>st</sup> constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State /UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture and is to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.
- ii) The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States / Union Territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.
- iii) Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs / 10 Lakhs as applicable will be required to register as a normal taxable person.
- iv) **GST Registration Number:** TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TANGEDCO is **3AADCT4784E1ZC**. The details are also posted in TANGEDCO web portal.
- v) GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.

As per Lr.No.CFC/GI/FC/Taxation/AAO/F.TCS/D.No.39/20 dt.10.10.2020 issued from Taxation division of Accounts Branch, the TCS under Income Tax Act-1961 in the procurement of goods made by TANGEDCO is applicable.
- vi) **Transaction Value:** The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are-

  - a) Supplier and the recipient of the supply are not related.
  - b) Price is the sole consideration for the supply.
- vii) **Composition Scheme:** Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently Rs.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.

**Eligibility for composition scheme:** Sec10(2) of the Central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub- section (1), if-

- He is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
  - He is not engaged in making any supply of goods which are not leviable to tax under this Act;
  - He is not engaged in making any inter-State outward supplies of goods;
  - He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
  - He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.
- viii) **Supply of Service and Goods:** When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services.

**a) COMPOSITE SUPPLY:** A composite supply is one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.

**b) MIXED SUPPLY:** A mixed supply is one where the goods or services or a combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution, whichever is less only will be admitted.

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

6.1 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.

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

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

6.4 The supplier whose total sales gross receipts or turnover exceeds Rs.10 Crores during the preceding financial year, needs to additionally claim TCS u/s206C(1H) of Income Tax Act from TANGEDCO, on sale of goods, in their invoices @ 0.075% upto 31.03.2021 and @ 0.1% (or such other rates as may be notified) from 01.04.2021 onwards provided if receipt of consideration for sale of any goods to TANGEDCO (irrespective of the year of sale) exceeds Rs.50 Lakhs in each financial year. The "Suppliers of any goods to TANGEDCO to whom TCS u/s206C(1H) is applicable may use TANGEDCO's PAN AADCT4784E". The supplier should submit Form 27D to TANGEDCO.

6.5 The latest GST registration details, applicable **GST**, 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.

6.6 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.

6.7. Any increase due to statutory variation will be admitted only when the supplies are made within the delivery schedule.

6.8 GSTR-2A of TANGEDCO will be verified to ensure the remittance of GST to Govt., by the supplier in respect of this PO. If the GST remitted by the supplier is found lesser than that claimed from TANGEDCO, the excess GST paid by TANGEDCO will be recovered from the supplier, duly adhering regular procedures. The supplier is requested to file the GST returns promptly to avoid delay in processing/payment of invoices. In case of non-filing of GSTR1 by supplier, the SD, EMD and other payments, if any, due to the supplier may be withheld.

**6.9 IMPACT OF GST: Any downward variation in basic price while reworking due to GST and the benefit of input tax credit must be passed on to TANGEDCO**

6.10 GST TDS @ 2% is applicable on each and every Invoice of contract.

6.11 GST @18% shall be applicable on Liquidated Damages(LD) as well as on Forfeiture of Earnest Money Deposit (EMD/ Security Deposit (SD) and shall be recovered additionally from the supplier/Contractor.

6.12 TCS under IT is applicable only on supply portion since IT TDS will be recovered on service portion.

6.13 TANGEDCO has been registered as a dealer under GST Act 2017 and the details are given below.

Sl No.	Description	Details
1	Billing Address of the Customer	The Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station-I, Mettur Dam 636 406.
2	GSTIN Enrolment Provisional Registration No.	33AADCT4784E1ZC
3	ARN	AA330617106413K
4	Type of Customer	Company
5	Name & Address as registered in GSTIN – Principal place of Business	Tamil Nadu Generation and Distribution Corporation Limited, 144, Anna Salai, NPKRR Maaligai, Chennai 600 002.
6	State of Registration of GSTIN	Tamil Nadu
7	Details of Additional Places of Business	Please see <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a>

**7.0 INSURANCE:**

Contracting firm shall arrange insurance for the equipment/materials and all its accessories being supplied by them, through any of the Nationalised Insurance



companies. The equipment/materials shall be insured to cover transport (from warehouse) and 60 days storage risk at site. The damages, if any, during transit will 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.

## **8.0 PACKING & FORWARDING**

8.1 The packing shall conform to relevant packing standards. The contractor should however, ensure that the packing is such that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage. The words "Handle with care" should be printed on the cartons.

8.2 The equipment/materials and all its accessories shall be securely packed and despatched, freight paid, duly insured, at supplier's risk and cost. The packing may be in accordance with the manufacturer's standard practice. The supplier is responsible for ascertaining the facilities that exist for Road Transport to site. Each package shall be clearly marked and contain detailed packing list, such as gross weight, net weight etc. The supplier is solely responsible for any loss or damage during transport. The equipment/ Materials shall be unloaded at MTPS-I / Stores / Mettur Dam / Tamil Nadu by the supplier at free of cost.

## **9.0 Payment:**

- a) Vendor Registration is mandatory and the vendor portal is made available in public website to access by all vendors.
- b) The bills will be submitted by vendor through their login after getting the Statutory Compliance Clearance Certificate from the Statutory Compliance Service Providers in IMS.
- c) Statutory Compliance Service Providers will be provided the login in the system and Statutory Compliance Clearance Certificate will be uploaded by them after scrutinising the uploaded documents by the vendor.

The Contractors have to obtain the Statutory Compliance Clearance Certification for the work contracts from the Online Compliance Service Providers. The required documents should be submitted through Online by the respective Contractors. Such applications with documents for the Statutory Compliance Clearance Certificate will be allocated to one of the Online Compliance Service Providers, in the panel, in an automatic digital rotation method. The charges for such Statutory Compliance Clearance Certificate will be at the rate of Rs.2.50/- per man day/per month with minimum charges of Rs. 500/- and maximum charges of Rs. 4000/-. And Rs. 300/- for re-audit due to reasons attributable to the contractor. The Charges should be paid by the respective contractors to the Online Compliance Service Providers through Online. The bills for payment should be processed after obtaining statutory compliance clearance certificate

On getting the Statutory Compliance Clearance Certificate, the vendors can submit the invoice through online in IMS.

- d) The manual entry of invoice by Departmental users will be disabled and only vendor can submit the invoice.

9.1 Payments will not be made for materials damaged during transit. Any loss or damage to the TG rotor during transit or during the execution of work should be made good by the bidder at free of cost.

9.2 Payment for this work will be made by the Superintending Engineer / P&A at the Mettur Thermal Power Station-I by NEFT /RTGS to the Bank details furnished by the successful bidder which may be any one of the Nationalised Banks / Scheduled Banks approved by Reserve Bank of India in Tamil Nadu / India as may be decided by the Board from time to time.

### **9.2.1 (i) For Work completed within the contractual work completion period:**

100% of the all-inclusive price (including GST) of the materials of each consignment will be paid **within 90 days** after the safe delivery and acceptance of Dynamic Balanced TG Rotor at MTPS-1 site in good condition and submission of Invoice in GST format in duplicate with required documents. After deducting recoveries if any, the same shall be sent to the SE/P&A/MTPS-I for passing the bills.

### **ii) For Work completed beyond the contractual work completion period:**

100% of the all-inclusive price (including GST) of the materials after deducting the appropriate amount of LD and other recoveries, if any, will be paid **within 90 days** after the safe delivery and acceptance of Dynamic Balanced TG Rotor at MTPS-1 site in good condition and submission of Invoice in GST format with required documents.

**iii) In the event of TANGEDCO failing to keep the stipulated time frame for releasing payment, simple interest for the delayed payment shall be paid by TANGEDCO to the vendors at the SBI three months MCLR rate for the delayed period beyond 90 days.**

iv) Payments will not be made if TG Rotor damaged during transit. The defects found if any during transit shall be made good by the tenderer at free of cost.

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

9.3.2 In cases of delayed supply, the materials will be accepted subject to the following conditions.

- a) There should be no declining trend in prices.
- b) Payment will be released as per the latest purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damages for belated supplies
- c) TANGEDCO reserves the right to accept or reject the delayed supplies without assigning any reason there for and take action as per the other terms and conditions of this specification. Payments on supply will be made only after the approval of the test certificate and on receipt of the supplier's bills in duplicate, by the Superintending Engineer / P&A / MTPS-I.

### **9.4.1 An overview of TDS under GST:**

IT (deductor) is required to deduct tax at the rate of 2% (i.e., CGST 1% and SGST 1%) or (IGST 2%) from the payment made or credited to the supplier (i.e., deductee) of taxable goods or services or both.

Where **the total value of Taxable supply under a contract, exceeds two lakh and fifty thousand rupees i.e., Rs.2,50,000/- from the invoices raised by suppliers of service providers from 1<sup>st</sup> Oct 2018, the TDS under GST has to be remitted 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 subject to 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 an 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.**

#### 9.4.2 APPLICABILITY OF CGST/SGST AND IGST:

11 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.

Where the location of the supplier and the place of supply are in the same State, it is an intra-state supply and TDS @ 1% under CGST Act and 1% under SGST Act is to be deducted. Where the location of the supplier is in State A and the place of supply is in State B, it is an inter-State supply and TDS @ 2% under IGST Act is to be deducted.

Sl. No	Location of Supplier	Location of recipient of supply of goods/services	Place of supply	GST TDS applicability
1	Tamil Nadu	Tamil Nadu (as TANGEDCO is in Tamil Nadu)	Tamil Nadu	Applicable (CGST TDS @1% and SGST TDS @1%)
2	State other than T.N	Tamil Nadu (as TANGEDCO is in Tamil Nadu)	State other than T.N	Not Applicable
3	State other than T.N	Tamil Nadu (as TANGEDCO is in Tamil Nadu)	Tamil Nadu	(IGST TDS @ 2%)

#### 9.4.3 Guidelines for Releasing of GST on verification of GSTR 2A

- The supplier /contractor should promptly file returns under GST, to avoid/minimize the delay in processing /payment of invoices, since GSTR1 filed by the supplier /contractor will reflect as GSTR 2A in the portal of the purchasers.
- If any discrepancy arises between the value shown in the GSTR-2A and the invoices available, the liability towards GST will be restricted to the lower of the two and GST Payment will be made accordingly.
- Any lesser GST remittance found in GSTR 2A than claimed from TANGEDCO, the excess collection of GST will be recovered from suppliers/contractors, duly adhering regular procedures if there is any difference between GST claimed from TANGEDCO and remitted to Govt. in GSTR 2A.

#### 9.4.4 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.

#### 9.4.5 TDS under GST is not applicable in the following cases:

- Total value of taxable supply  $\leq$  Rs.2.5 Lakh under a contract.
- Contract value  $>$  Rs.2.5 Lakh for both taxable supply and exempted supply, but the value of taxable supply under the said contract  $\leq$  Rs.2.5 Lakh.
- Receipt of services which are exempted. For example services exempted under notification No.12/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.

- d. Receipt of goods which are exempted. For example goods exempted under notification No.2/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
- e. Goods on which GST is not leviable. For Example petrol, diesel, petroleum crude, natural gas, aviation turbine fuel (ATF) and alcohol for human consumption.
- f. Where a supplier had issued an invoice for any sale of goods in respect of which tax was required to be deducted at source under the VAT Law before 01.07.2017, but where payment for such sale is made on or after 01.07.2017 [Section 142(13) refers.
- g. Where the location of the supplier and place of supply is in a State(s)/UT(s) which is different from the State/ UT where the deductor is registered.
- h. All activities or transactions specified in Schedule III of the CGST/SGST Acts 2017, irrespective of the value.
- i. Where the payment relates to a tax invoice that has been issued before 01.10.2018.
- j. Where any amount was paid in advance prior to 01.10.2018 and the tax invoice has been issued on or after 01.10.2018, to the extent of advance payment made before 01.10.2018.
- k. Where the tax will be paid on reverse charge by the recipient i.e., the deductee.
- l. Where the payment is made to an unregistered supplier.
- m. Where the payment relates to "Cess" component.

#### **9.4.6 VALUE OF SUPPLY FOR DEDUCTON OF TDS:**

For the purposes 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.

#### **9.4.7 Exemption from TDS**

According to that provision, TDS under GST need not be deducted in respect of the supply of goods and Services or both from a Public sector Undertaking (PSU) to another Public Sector Undertaking with effect from 1<sup>st</sup> day of October 2018. Therefore, no TDS need to be deducted in respect of supplies between Public sector Undertakings Example: NTECL, NTPC, BHEL etc., are owned by Central Government. However TDS provisions will continue to apply for Taxable Supplies from Government and other private agencies with effect from 01.10.2018 as already communicated vide circular 1<sup>st</sup> cited.

Public sector undertakings (PSU) means Government Companies, Government Company means any company in which not less than 51% of paid up share capital held by the Central Government or by any state Government or Governments or partly by the Central Government and partly by one or more State Governments and includes a company which is a subsidiary of such a Government Company. This notification is with effect from 1<sup>st</sup> October 2018 itself.

**The standard operating procedure (SOP) issued by CBIC is available in [www.cbic.gov.in/resources//htdocs-cbec/gst/28092018 SOP ON TDS.pdf](http://www.cbic.gov.in/resources//htdocs-cbec/gst/28092018_SOP_ON_TDS.pdf) which can be referred to for further clarification.**

#### **9.5 GSTR 2A**

The release of GST portion to supplier/ Contractor will be done after ensuring the remittances of it to Government i.e., On satisfactory verification of invoice details on GSTR-2A in the related month, the bills could be processed further.

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

10.1 The successful tenderer will have to furnish 5% of order value as Security Deposit cum Performance Guarantee by means of Electronic mode of payment/ D.D./Bankers Cheque / Irrevocable Bank guarantee as detailed below:

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) Irrevocable Bank Guarantee (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.

10.2 Electronic mode of payment/Banker's Cheque or Pay Order/Demand Draft will be accepted towards payment of Security Deposit cum Performance Guarantee for the value of Purchase Order up to Rs.10 Lakhs. (Rupees Ten lakhs).

In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee for 5% of the contract value.

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

**10.4 The successful tenderer will have to furnish 5 % of contract value as Security Deposit cum Performance Guarantee within 30 days from the date of receipt of acceptance order/PO by means of DD /Bankers Cheque / Irrevocable Bank guarantee/(NEFT/RTGS)/by the way of Account transfer to TANGEDCO's Account. 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.**

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

10.6 If the performance period of the supplied materials is over and some quantity of which within the guarantee period are still pending for want of repair/replacement then fresh BG equal to the cost of such defective materials is to be furnished by the vendor for releasing original SD cum PBG by TANGEDCO (purchaser).

10.7 The Security Deposit is being converted as Performance Guarantee after completion of the project. There are instances that the validity of the BG provided for Security Deposit has not been extended to cover the Performance Guarantee period. If the Security Deposit is collected in the form of Electronic mode of payment/ D.D./Bankers Cheque, the above could be avoided.

10.8 When there is delay in supply, the Bank guarantee towards combined Security Deposit cum Performance Guarantee shall be got extended suitably.

10.9 No tenderer is exempted from payment of combined Security Deposit cum performance Guarantee. In the event of furnishing Bank Guarantee towards Security Deposit cum performance guarantee, the validity of the Bank Guarantee if required (consequent to delay in supplies) shall have to be extended till completion of Guarantee period. In such case, the extended Bank Guarantee shall have to be submitted to TANGEDCO within the date of expiry of the existing Bank Guarantee.

**In case, the Bank Guarantee is not extended for its validity before it's expiry, the Bank Guarantee shall be invoked on the last working day of its validity and proceeds shall be credited to TANGEDCO account**

GST @18% shall be applicable on Liquidated Damages (LD) as well as on Forfeiture of Earnest Money Deposit (EMD/ Security Deposit (SD) and shall be recovered additionally from the supplier/Contractor.

#### **11.0 DELIVERY:**

11.1 The Dynamic Balanced TG rotor shall be delivered within 6 months (the period includes To & Fro Transporting) and excludes the period between date of receipt of inspection readiness and date of dispatch clearance issued by the competent authority.

11.2 PLACE OF DELIVERY: The Stores Controller / M.T.P.S - I / Mettur Dam 6.

#### **11.3 GST E-WAY BILL SYSTEM:**

E- Way Bill is an electronic document to be generated to cover **interstate movement** of goods value more than Rs.50,000/- and **intra-state movement** (within state of TamilNadu) for consignment value exceeding Rs.1,00,000/- and such generation needs to be done in **e Way Bill portal**.

Consequently, transporters of goods are required to carry an e way bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the central tax, state or union territory tax integrated tax and cess charged, if any. But it will not include value or freight charges for the movement charged by the transport.

It is the responsibility of Supplier/ Contractor to ensure the delivery as the destination stores/Sites of TANGEDCO. Therefore, it is the responsibility of the supplier/ Contractor or their transporters to generate e way bill before transporting goods for delivery at TANGEDCO Premises”.

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

12.1 The period of completion of work specified should be guaranteed by the successful bidder under the liquidated damages clause given below :

12.1.1 In case of delay in completion of work (either by supplying the materials in time or with delay) the liquidated damages will be deducted from the bills at half percent (0.5 percent) of total value of contract each completed week of delay. Total liquidated damages shall not exceed ten percent (10%) of total value of contract. The GST on LD if any will also be recovered from the bills.

12.1.2 If the services to be rendered against the contract are made by the bidder beyond the period of execution stipulated in the works contract and they are accepted by the TANGEDCO, such acceptance is without prejudice to the TANGEDCO's right to levy penalty for the delay in execution. The TANGEDCO will also be at liberty to cancel the contract if the execution is not completed within the above completion period notwithstanding the penalty clause for the belated completion period.

12.1.3 It should be noted if a contract is placed on a higher bidder in preference to the lowest acceptable, in consideration of offer by earlier execution, the contractor will be liable to pay to the TANGEDCO the difference between the contract rates and that of the lowest acceptable bidder in case of failure to complete the execution in terms of such contract within the date of completion specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.

12.1.4 If due to non-execution of work the TANGEDCO has to go in for execution of work from any other bidder at a higher cost such difference in price which is to be calculated as a loss is recoverable from the bidder on whom the contract was initially awarded.

12.2 If due to partly delayed execution of work the equipment could not be put into Beneficial use, then the entire execution work shall be deemed to be delayed and L.D charges will be levied as a whole.

### **13.0 Force Majeure:**

13.1 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.

13.2 The Power cut shall not be considered under force majeure condition. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.

### **14.0. GUARANTEE:**

The service to be rendered shall be guaranteed for satisfactory operation for a period of 12 months from date of commissioning or 18 months from the date of delivery whichever is later subject to an overall guarantee of 24 months from the date of delivery of the TG rotor. In case of any failure of the TG rotor within the guarantee period, it shall be rectified by the contractor at free of cost including all materials required, dismantling and assembling of rotor etc. at appropriate time as per the instruction of TANGEDCO. The guarantee shall be furnished in a non- judicial stamped paper worth of Rs.80/-. The incidental expenses, transport and freight charges for the replacement of defective Equipment's within the guarantee period shall also be borne by successful bidder till such time it serves continuous period of 12 months.

The bidder shall guarantee among other things, the following:

- i) Quality and Strength of materials used.
- ii) Safe electrical and mechanical stresses on all parts of the equipments/ materials under all specified conditions.
- iii) Satisfactory operation during the period.

### **15.0 TEST CERTIFICATE :**

Manufacturer's Test certificate for material compliance should be furnished.

### **16.0 VALIDITY :**

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.

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

**17.0 LIMITATION OF LIABILITY:**

" Except in case of Criminal Negligence or Willful Misconduct,

1. The Vendor/Supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor/Supplier to pay price reduction and liquidated damages to the Purchaser, and

2. The aggregate liability of the Vendor/Supplier to the Purchaser, whether under the Contract, in tort or otherwise, **shall not exceed the total Contract Price**, provided that this limitation shall not apply to any obligation of the Vendor/Supplier to indemnify the Purchaser with respect to Patent infringement."

**18.0 TRANSIT INSURANCE:**

Transit Insurance to be borne by the contractor covering loss or damage occurring while in transit from the contractor's or Subcontractor's works or stores until arrival at the site, to the plant (including spare parts there for) and to the contractor's Equipment.

**19.0 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.

**20.0 BAR OF JURISDICTION:**

Save as otherwise provided in Tamil Nadu transparency in tender act, no order passed or proceeding taken by any officer or authority under this Act shall be called in question in any court, and not injunctions 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 work under this Act.

**21.0 COMPLETION OF EQUIPMENTS:**

All fittings, accessories or apparatus, which may not have specifically mentioned but which are usual or necessary for the efficient working of the system shall be deemed to be included in the contract and shall be provided by the contractor without extra-charges. All plant and apparatus shall be completed in all details whether such details are mentioned in the specification or not.

**22.0 WORKMANSHIP :**

The workmanship shall be of the highest grade and the entire construction in accordance in the best modern practice. The whole of the work shall be of the highest class through out the contract. The entire designed construction shall be capable for withstanding the severest stresses likely to occur in actual service and or resisting through handling during transport.

**23.0 THE COMPLIANCE OF EPF & ESI ACT :**

The work of Complete Shaft Run out Checking, Correction & Dynamic balancing will be carried out at the work premises of the contractor / supplier where they are the principal employer. Hence it is the responsibility of the contractor / supplier for 100 % payment of EPF & ESI to their employees and it shall not be claimed for reimbursement from TANGEDCO.

**24.0 POWERS TO TERMINATE THE CONTRACT:**

In the event of non-performance and lack of diligence, the contract will be terminated and the SD will be forfeited. In that circumstances, the TANGEDCO deserves the right, to arrange for some other agency for the execution of this contract.



## **25.0 FAILURE TO EXECUTE THE CONTRACT:**

25.1 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.

## **26.0 NON-ASSIGNMENT:**

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

## **27.0 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 Ltd from this Contract as well as from other contracts.

## **28.0 JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT)**

28.1 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 Annexure -II in a non-judicial stamp paper of Rs.80/- agreeing to the above condition.

## **29.0 ARBITRATION ACT NOT TO APPLY:**

29.1 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.

29.2 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 tenders in future.

## **30.0 RESPONSIBILITY:**

30.1 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.

## **31.0 MAXIMUM WEIGHTS AND DIMENSIONS OF PACKING :**

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

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

**32.0 INSPECTION:**

The materials covered in this order are subject to inspection i.e. Prior inspection & final inspection are to be carried out as per the scope of work in the presence of TANGEDCO Engineer. All Inspection expenses for TANGEDCO Engineers including Travel by Air (To & Fro), Food and Accommodation and other convenience shall be borne by the supplier. 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.

**33.0 QUANTITIES:**

The quantities mentioned in the Schedule 'A' of this specification are only tentative. The purchaser reserves the right to revise the quantities at the time of placing the orders, to the extent of 25% either way of the requirement indicated in the tender document as per the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in tender rules 2000 and subsequent amendments thereof as applicable to this Tender.

**34.0 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.

**35.0 RECOVERY OF DUES BY THE BOARD:**

35.1 The TANGEDCO 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.

**36.0 PAST PERFORMANCE:**

36.1 The intending tenderers shall furnish the details of various supply orders/work contracts executed by them for the past five years as on the date of Tendering in the proforma enclosed in the Tender Specification as per Schedule-D along with end user Certificate for satisfactory performance of the materials supplied.

36.2 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 Tenders in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

**37.0 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.

### **38.0 CAUTION:**

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.

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.

### **39.0 LOSS OR DAMAGE:**

39.1 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 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced / rectified by the supplier, **free of cost.**

39.2 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.

39.3 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.

39.4 In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, GST (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.

39.5 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.

### **40.0 REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:**

40.1 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.

40.2 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.

40.3 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.

40.4 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.

40.5 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 PC 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 etc.,

#### **41.0 INCOME TAX:**

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 provisions 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.

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

#### **42.0 GENERAL :**

All rules and provisions as per GST Act is applicable.

#### **43.0 INDEMNITY BOND :**

The successful firm should furnish an indemnity Bond in non- judicial stamp paper value of not less than Rs.80/- indemnifying TANGEDCO and its representatives for an amount of Rs.1,50,00,000/- against any damage during the To and Fro transport and during execution of Complete Shaft Run out Checking, Correction & Dynamic balancing in LMW Design 210 MW Turbo Generator Rotor at the contractors works.

SD XXX 23.11.21.  
**CHIEF ENGINEER (I/c)**  
**MTPS-I/ METTUR DAM-6**

## **SECTION VI**

### **I. SCOPE OF WORK**

**Name of work:** MTPS I - Turbo Generator Rotor-"E" - To carry out Complete Shaft Run out Checking, Correction & Dynamic Balancing in LMW Design 210MW Turbo Generator of MTPS I.

#### **A) SCOPE OF WORK:**

1. Before packing the TG Rotor at MTPS-1 site, the contractor shall a) conduct visual inspection  
b) witness the electrical tests conducted by M/s. TANGEDCO and sign necessary reports.
2. The TG Rotor available at MTPS-I has to be packed, transported from MTPS-1 to contractor's works. (Transit risk insurance to be borne by the contractor)
3. The Joint Inspection & witnessing of the testing shall be carried out by contractor in the presence of TANGEDCO Engineers as below at tenderer site;
  - (a) Visual inspection.
  - (b) Electrical Test. (IR value, DC Resistance, Impedance Test, RSO Test)
  - (c) UT & DPT of the Journals and Retaining Ring.
  - (d) Run out checking and Run out correction works. (if necessary)
  - (e) Dynamic Balancing in vacuum tunnel at 3000 RPM as per IS 11342 clause 8.2.5-a (Pedestal Vibration measurement) and 10% over speed (i.e 3300 RPM).
  - (f) Vibration test after final balancing at 3000 RPM. (The vibration level should be brought to the minimum and should be well within the standard) Electrical test after final Balancing. (IR value, DC Resistance, Impedance Test, RSO Test)
  - (g) Run out check after final Balancing.
4. Any defect noticed has to be rectified by suitable machining/polishing.
5. Machining / Polishing of Rotor Journal have to be done by the contractor.
6. After successful completion of the above works, dynamic balanced rotors have to be packed, transported to MTPS-1 and safely unloaded at Site. (Transit risk insurance to be borne by the contractor).
7. Any other allied works which are needed at site during commissioning and operation should be carried out by the contractor at free of cost.

## **II. SPECIAL CONDITIONS**

1. Transporting the TG Rotor from MTPS-1 to the contractor's works and back to MTPS-1 from contractor's works after rectification is to be arranged by the contractor. Suitable packing and locking of Rotors for transportation at both ends have to be arranged by the contractor on their own. The loading and unloading charges at both ends shall also be borne by the contractor only (Available Rotor transporting stand can be used by the bidder on returnable basis).
2. For transportation, To & Fro the transit insurance has to be arranged by the contractor for a value not less than Rs.80 lakhs. Any loss due to damage to the rotor during transit shall be borne by the contractor.
3. All the required materials for rectification of TG Rotor have to be arranged by the contractor.
4. Joint Inspection & witness the testing of TG Rotor shall be carried out in the presence of TANGEDCO Engineers.
5. Materials should be used as per the recommendation stipulated by the manufacturer.
6. The service to be rendered shall be guaranteed for satisfactory operation for a period of 12 months from date of commissioning or 18 months from the date of receipt whichever is later subject to an overall guarantee of 24 months from the date of receipt of the TG rotor. If during the above period any of the services are found defective, the same shall be rectified and recommissioned at destination at free of cost. The guarantee shall be furnished in non-judicial stamp paper of value Rs 80/- (Rupees Eighty Only).
7. While commissioning and during operation, if vibration due to balanced rotor occurs the bidder or its principal should coordinate with the agency concerned with the vibration correction work and if any rectification on the rotor is necessitated the bidder or its principal should carry out such work at free of cost. Necessary undertaking shall be furnished along with the offer.
8. The omission of specific reference to any of the activities connected in the execution of the contract which is necessary for proper repairing of the rotor shall not relieve the contractor from their responsibility to complete the project at no extra cost.
9. EOT cranes with experienced operator will be provided at MTPS-1 site for loading and unloading of TG Rotor at free of cost.
10. A bank guarantee towards safe custody of TG Rotor of Rs.80 lakhs (Rupees Eighty Lakhs Only) shall be furnished before taking out the TG Rotor from MTPS-1. The Bank Guarantee shall be kept in force till the safe delivery of TG rotor at MTPS-1 after Dynamic Balancing work. The Bank guarantee shall be furnished in non-judicial stamp paper of value Rs 80/- (Rupees Eighty Only).
11. The Run out correction and Dynamic balancing work should not affect the insulation and electrical parameters before and after the work and receipt at MTPS-1 should be same.

**SCHEDULE-A**  
**PRICE BID**

**SPECIFICATION NO. CE / MTPS-I / SE/P&A/S&I / AEE 4 / O.T. 11 / 2022-23**

**SCHEDULE OF PRICES TO BE QUOTED ONLINE BY THE TENDERER**

**Name of Work:** MTPS I – S&I - Turbo Generator Rotor-“E” – To carry out Complete Shaft Run out Checking, Correction & Dynamic Balancing in LMW Design 210MW Turbo Generator of MTPS I as per the scope of work and special condition furnished in the Section - VI.

Sl. No	Description of Work	HSN / SAC Code	Quantity	Unit Price in Rupees (To be quoted online)		
				Ex- Works price	GST : % Firm within TN CGST : SGST : Firm outside TN IGST :	All inclusive Unit Price (4+5)
			(Nos.)	Rs. P	Rs. P	Rs. P
	1	2	3	4	5	6
1.	Dynamic Balancing of 210MW LMW TG Rotor.		1 No.			
2.	Checking shaft run out of 210 MW LMW Generator rotor.		1 No.			
3.	Run out correction works for the above (if required)		1 No.			
4.	Transporting charges - To & fro of TG rotor from MTPS-I		1 No.			
5.	Transit Insurance charges for To & fro.		1 No.			
6.	Packing and forwarding charges		1 No.			

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, SAC code for all the tendered items as per GST Act.
NOTE 4:	The rates quoted for the above schedule shall be inclusive of all other general works, specified in the scope of work and special conditions (Section VI).

SIGNATURE of the Tenderer :  
NAME :  
DESIGNATION :  
SEAL :

**SCHEDULE-B**

**SPECIFICATION NO: CE/MTPS-I/ SE/P&A/S&I/ AEE 4 / O.T. 11 / 2022-23**

**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 4 / O.T. 11 / 2022-23**

### **DEVIATION FROM COMMERCIAL SPECIFICATION**

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 :  
Designation :  
Company :  
Date :

.....

### **SCHEDULE- D**

SPECIFICATION NO: CE / MTPS-I / SE / P&A / S&I / AEE 4/ O.T. 11 / 2022-23

#### **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 Organisation Including Other State EBs	Name Of The Work	P.O. No And Date	Value Of Order In Rs 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.

17 Copies of orders received shall be enclosed.

COMPANY SEAL

SIGNATURE :  
NAME :  
DESIGNATION :  
DATE :

**SCHEDULE – E**  
**QUESTIONNAIRE – A ( COMMERCIAL TERMS)**

**INSTRUCTIONS:**

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

<b>Sl. No</b>	<b>Particulars</b>	<b>Bidder's Response</b>
1	Name & Address of the Firm / Company	
a.	Registered Office	
b.	Factory / works Address	
c.	Fax No.	
d.	Telegraphic Address	
e.	TIN No.	
2	Name, Designation & Address of the person signing the tender	
3 a.	Whether the Company is Small Scale / Medium Scale / Large Scale Unit	YES / NO
b.	If so, write registration No.	
c.	Is SSI Unit registered with DIC/ Tamil Nadu or NSIC period of validity to be mentioned	YES / NO
d.	Permanent Account Number(PAN)	
4.a)	<p>1.a) Whether the Bidder is an Original Equipment Manufacturer of LMW/KWU designed Steam Turbines (or) Generator for Units of 210 MW (or) above capacity.</p> <p>Necessary scanned copies of the original documents such as ISO certification (or) Certificate of License to manufacture should be uploaded to prove that they are the manufacturers for the above items. Memorandum and Articles of Association shall not be considered towards proof of manufacturer. The bidder should have supplied at least 1 No. Rotor of HPT/IPT/LPT/Turbo Generator (or) 1 No. Turbine assembly (or) 1 No. Generator for LMW/KWU designed Steam Turbine/Generator set of 210 MW (or) above capacity, to any Thermal Power Station in India during the preceding ten years and should have been in successful operation for a period of 2 years from the date of commissioning as on the date of tender opening. Necessary scanned copy of the original order for having supplied should be uploaded as evidence. The date of the purchase order will be reckoned for ascertaining the eligibility of the tender.</p> <p style="text-align: center;"><b>(OR)</b></p> <p>b) The bidder should have previously carried out repair/reconditioning works including Dynamic Balancing in any one of the Rotors of HP/IP/LP Turbine (or) Turbo Generator for LMW/KWU designed Steam Turbine/Generator set of 210 MW (or) above capacity, in any Thermal Power Station in India.</p> <p>The repaired/reconditioned rotor should have been in successful operation for a minimum period of 1 year from the date of commissioning as on the date of tender opening during any time within the preceding ten years. Necessary scanned copies of the original order for having executed the above mentioned work should be uploaded. The date of the order will be reckoned for ascertaining the eligibility of the tender.</p>	<div>YES / NO</div> <div>YES / NO</div>

	2. The bidder should upload the scanned copy of the original end user certificate for the above supply/work mentioned in BQR (1). In case, the supplier/ bidder has executed the supply/work in TANGEDCO/TNEB, the end user certificate will be obtained by the Tender inviting Authority. However, in case of supply made/works executed in other organization, the scanned copy of the End user's original Performance certificate should be obtained and uploaded by the Bidder. The End user's Performance certificate should necessarily contain the date of supply of new/reconditioned item as mentioned for BQR (1), date of commissioning, date of issue of end user's Performance certificate and period of satisfactory performance, so as to ascertain the satisfactory performance criteria of BQR (1).	YES / NO
	3) The Annual Turnover of the bidder should be more than Rs. 50,15,000 /- in anyone of the immediate three financial years preceding the financial year 2021-22 (2018-19, 2019-20, 2020-21).  The bidder should scan and upload any one of the following statements in support of Annual turnover for all the above three financial years as documentary proof to ensure turn over criteria.	YES / NO
	i) Annual turnover statements duly certified by a practicing Chartered Accountant; ii) Audited financial statements like P&L account duly certified by a practicing Chartered Accountant; iii) Audited Balance sheets duly certified by a practicing Chartered Accountant; iv) Enlistment certificate issued by NSIC containing turnover details of the bidder.	YES / NO
	<u>Note:</u> 1. Offers from the bidders having done the above work on sub-contract basis will not be considered. 2. Joint Ventures/Consortium is not eligible to participate in this Tender. The offers of the Bidders not satisfying the above BQR will be summarily rejected.	
	If so whether documentary proof of the same is uploaded.	YES / NO
5	Whether the currently valid ISI Certificate enclosed	YES / NO
6	EARNEST MONEY DEPOSIT	
a.	Mode	NEFT/RTGS
	Amount : Rs. 2,00,000 /- (Rupees Two Lakhs only)	Rs.
	The EMD amount has to be received in TNEB / TANGEDCO account through RTGS/ NEFT, by 2 hours before closing time of tender.	YES / NO
b.	If exempted, state whether the bidder is SSI Unit of Tamil Nadu / Small Scale Unit Registered with NSIC. Reference of documentary evidence regarding exemption is uploaded.	YES / NO
c	Whether undertaking in stamp paper of value Rs.80/- has been uploaded	YES / NO

	<b>NOTE:</b> If item (a) or (b) or (c) is not furnished uploaded along with the tender offer, the Commercial & Technical Bids will not be read out.	
7	<b>INSPECTION CLAUSE:</b>	
	Whether you are agreeable for the Inspection clause specified under section V of the specification	YES / NO
8	<b>TEST CERTIFICATE:</b>	
	Manufacturer's Test certificate for material compliance should be furnished.	YES / NO
9	Whether the Specification has been down-loaded from TANGEDCO Website.	YES / NO
10	<b>VALIDITY:</b> Whether your offer is valid for a period of 180 days from the date of opening of Commercial / Technical Bids offers with Validity period of less than 180 days are liable for rejection.	YES / NO
11	<b>PRICE:</b> (To be quoted online)	
a.	Whether the price quoted is <b>FIRM</b>	
b.	Whether the following break ups for the quoted Unit Price (All-inclusive price including GST) have been mentioned in Schedule-A of the Specification	YES / NO
i	Unit Ex-Works Price	YES / NO
ii	Packing & Forwarding Charges	YES / NO
iii	Freight & Insurance Charges	YES / NO
iv	GST applicable on Ex-Works Price (Percentage & Amount)	YES / NO
v	Whether percentage & Amount applicable has been mentioned separately.	YES / NO
vi	Whether you are agreeable, in case of delayed delivery, the GST prevailed on the date of actual delivery or the GST applicable on the date of contractual date of delivery whichever is less shall only be payable.	YES / NO
	<b>NOTE:</b> If no breakup details for the quoted price are given, the offer will be liable for rejection.	
12	<b>IT – PAN, STCC &amp; TIN :</b>	
a.	Whether PAN No. issued by IT Dept. is furnished.	YES / NO
b.	Whether GST clearance Certificate enclosed with the offer. Mention the year for which the above is enclosed.	YES / NO
c.	Whether GSTIN and ARN of the firm and HSN code of the materials / SAC code for works furnished.	YES / NO
13	Whether you are agreeable for the following clauses specified under Section-V of the Specification:	
a.	Payment Terms (Clause-9.0)	YES / NO
b.	Security Deposit cum Performance Guarantee (Clause-10.0)	YES / NO
c.	Delivery (Clause-11.0)	YES / NO
d.	Liquidated Damages (Clause-12.0)	YES / NO
e.	Guarantee (Clause-14.0)	YES / NO
f.	Jurisdiction for Legal Proceedings (Clause-28.0)	YES / NO
g.	Force Majeure (Clause-13.0)	YES / NO
h.	Arbitration (Clause-29.0)	YES / NO

i.	Loss or Damage (Clause-39.0)	YES / NO
j.	Limitation of Liability (Clause-17.0)	YES / NO
k.	Replacement of Defective / Damaged materials (Clause-40.0)	YES / NO
14	Quantity Offered	YES / NO
15	Whether copy containing all pages of Section – V Commercial & Section – VI Technical with dated signature of the Tenderer in all pages has been enclosed with the Offer.	YES / NO

Date :

Place :

Signature of the Tenderer:

Name:

Status in the Company:

(Affix Seal of the Company):

### **UNDERTAKING**

I \_\_\_\_\_, Sole Proprietor / Partner / Authorised signatory of M/s. \_\_\_\_\_ give undertaking that details given in the above QUESTIONNAIRE - A are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms & conditions.

Date :  
Place :

Signature of the Tenderer:  
Name:  
Status in the Company:  
(Affix Seal of the Company)

## **SCHEDULE - F**

SPECIFICATION NO: CE/MTPS-I/SE/P&A/S&I/ AEE 4/ O.T. 11 / 2022-23

### **DECLARATION**

TO

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

Dear Sir,

- 1) 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 :

SIGNATURE :

DATE :

DESIGNATION :

COMPANY SEAL :

COMPANY :



## **ANNEXURE –I**

SPECIFICATION NO: CE/MTPS-I/SE/P&A/S&I/ AEE 4/ O.T. 11 / 2022-23

### **UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS**

This undertaking executed at ..... on this ..... (Month) Two Thousand and Twenty Two by M/s..... registered under Companies Act, 1956 having its registered office at ..... herein after called the Tenderer (which expression shall where the context so admits mean and include its successors in office and assigns) with the TANGEDCO Ltd., a statutory authority, a body corporate constituted as per provision of G.O.MS.No.100, dt.9.10.2010, having its registered Office at No.144, Anna Salai, NPKRR Maaligai, Chennai - 600 002 herein after called the purchaser (Which expression shall where the context so admits means and includes its successors in Office and assigns.)

WHEREAS the contract is for the ..... of terms of the Purchase Order No. .... dated ..... AND WHEREAS in accordance with Clause..... of the above said P.O. certain terms were stipulated for the above supply.

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

IN CONSIDERATION of the TANGEDCO having agreed to accept the undertaking the Tenderer hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any Court, save in the High Court, Chennai City Civil Court at Chennai or at the Court of small causes at 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 the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the Tamil Nadu, then it is agreed to between the parties that such suits on proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

IN WITNESS WHEREOF Thiru..... of  
M/s. .... hereby put his hand and seal for due observance of the Undertaking in the presence of the following witnesses.

COMPANY SEAL :

In the presence of witnesses

	SIGNATURE	:
	NAME	:
1.	DESIGNATION	:
	COMPANY	:
2.	DATE	:

## **ANNEXURE - II**

SPECIFICATION NO: CE/MTPS-I/SE/P&A/S&I/ AEE 4/ O.T. 11 / 2022-23

**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,

24. 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.

3. I / We hereby unconditionally accept to pay the amount equivalent to EMD along with applicable GST, together with the costs if any, in the event of non fulfilment of the conditions in the tender specifications.

Yours Faithfully,

(Signature of the bidder, with official Seal)

### **ANNEXURE -III**

#### **UNDERTAKING FOR PAYMENT OF DUES TO TNEB**

THIS DEED OF UNDERTAKING EXECUTED AT MTPS-I/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 TANGEDCO LIMITED, a body corporate incorporated companies Act 1956, 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 :

**ANNEXURE -IV**  
**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 LIMITED, 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").

WHEREAS 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 forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for these provisions have the effect of so relieving the 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 WHEREOF 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- V**

**ITC Declaration to be submitted by the Evaluated L1 bidders in Non – Judicial  
Stamp paper of value not less than Rs.80/-**

Declaration to be submitted by the bidders in NJS paper of value not less than Rs.80/-

To

The Chief Engineer,  
Mettur Thermal Power Station – I,  
Mettur Dam – 636 406

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

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

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

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANGEDCO by way of commensurate reduction in prices and as such we hereby declare that we are extending

Rs. ----- /- of ----- % as rebate in my awarded price against input tax credit.

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

Signature of bidder with company seal

Note : Bidder may strike out the para not applicable.

**ANNEXURE-VI :**  
**BANK GUARANTEE FOR EMD**

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

Beneficiary:-----

Date:-----

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

We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) for the Procurement of 2 Nos. of Automatic Isoperibol Bomb Calorimeters ,one for the quality assessment of receipt coal, Bunker coal and third party coal samples of various mines at MTPS-I end and the other for Coal analysis at mines end of Talcher camp Mahanadi Coal Limited (MCL) including Installation and commissioning with 1 set of batteries each / Mettur Thermal Power Station I/TANGEDCO LTD, Mettur Dam, Tamil Nadu under Open e-tender/Two part system.

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

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

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

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

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

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

Signature

With seal of the Bank  
(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)