



TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

TENDER SPECIFICATION  
(THROUGH E-TENDERING)

FOR

MTPS-II (1X600MW) - S& I- Procurement of Spares for Spider Control system of  
Bucket Wheel and Slew motion Hydraulic Power Pack of Stacker Cum Reclaimer-I &  
II - 3 Items

SPECIFICATION NO: CE/MTPS-II(600MW)/S&I/AEE-2/OT.No.24-S /22-23

DUE ON:09.06.2022

O/o.THE CHIEF ENGINEER  
METTUR THERMAL POWER STATION – II (600MW)  
METTUR DAM – 636 406  
TAMIL NADU.

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

INSTRUCTION TO BIDDERS  
FOR SUBMISSION OF ONLINE BIDS

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

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

### **2.0 Registration:**

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

### **3.0 Contact persons:**

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

e-mail : [support.etender@nic.in](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.
- iii. Signing type: Digital Signature (class III)
- iv. JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be downloaded and installed in the system.

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

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

## 5.0 Searching for Tender Document:

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

## 6.0 Preparation Of Bids:

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

## 7.0 Electronic Submission Of Bids:

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

- 7.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.3 Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.
- 7.4 The scanned copy of payment made through RTGS/NEFT or by way of Account Transfer towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 7.5 A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 7.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
- 7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- 7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.9 Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7.10 Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his

sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

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

#### **8.0 Late Bid:**

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

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

- 9.1 Bidders may modify their bids online before the deadline for submission of bids.
- 9.2 In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- 9.3 No bid may be modified after the deadline for submission of Bids.

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

- 10.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 10.2 Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

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

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**

For and on behalf of TANGEDCO Limited, Tenders are invited under Open Tender – Two Part system through e-procurement for the supply of the following materials.

1.	Tender Specification No.	: CE /MTPS-II (600MW)/S&I/AEE-2/OT.No.24-S/22-23
2.	Name of the work	: E- Procurement of Spares for Spider Control system of Bucket Wheel and Slew motion Hydraulic Power Pack of Stacker Cum Reclaimer-I & II - 3 Items
Sl. No	Description of Material	Qty
1.	Control CIRC Card Spider 2 SC V4.3	1 No.
2.	LCD Display	3 Nos.
3.	250 W Power Supply unit supply Voltage: 90-264 V AC	1 No.

Note:

1. The Bidder must supply one to one replacement of the existing unit without any modifications both physical and functional.
2. The supplied spares should be erected and commissioned at free of cost.
3. The Tenderer may inspect the site before quoting.

4.	Method of Tender	: e-Tender System (Online submission of Part-I Techno - Commercial Bid and Part-II Price Bid Through <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> of NIC.
5.	(a) Earnest Money Deposit (EMD)  (Or)	: Rs.17,170/- (Rupees Seventeen Thousand One hundred and seventy only) to MTPS-II/ TANGEDCO's collection Account : Account No. : 30468983165 : Name of Bank : State Bank of India / Mettur Dam : IFSC Code : SBIN0000877
6.	URL for online bid submission for e-tender	: <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> of NIC.
7.	Last date for submission of EMD	: <b>08.06.2022 before 12.00 Hrs</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> )
8.	Date of closing of online. E - tender for submission of Techno Commercial Bid & Price Bid.	: <b>08.06.2022 @ 14:00 Hrs</b>
9.	Date & time of opening of tender electronically (Techno commercial bid)	: <b>09.06.2022 @ 14:30 Hrs</b>

10.	Date & time of opening of Price Bid	Will be intimated to the qualified bidders in NIC Portal.
11.	Specification at website	: The tender specification will be placed at the following web sites <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> <a href="https://www.tntenders.gov.in/nicgep/app">https://www.tntenders.gov.in/nicgep/app</a> of NIC. The prospective bidders may download the same.
12.	Documents to be uploaded by the Tenderers during e-submission	: Schedules A to F and Annexure I to IV and other documents whichever is applicable as stipulated in the tender.
13.	Clarification to be sought for from	: The Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station-II (1x600MW) Mettur Dam – 636 406.
14.	Place at which tenders will be opened	: Office of the Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station-II (1x600MW), Mettur Dam – 636 406.
<b>Note: One set of all the uploaded documents except price bid (Schedule – A) shall be sent to the SE/P&amp;A/MTPS-II within 3 days from the date of opening of Tender.</b>		

S/d...12.05.2022  
Superintending Engineer/P&A  
For CHIEF ENGINEER  
MTPS-II/ METTUR DAM-6



**SPECIFICATION NO. CE/MTPS-II (600MW) /S&I/AEE-2/OT. No.24-S/22-23**

Name of the Tendered material : Procurement of Spares for Spider Control system of Bucket Wheel and Slew motion Hydraulic Power Pack of Stacker Cum Reclaimer-I & II - 3 Items

**DESCRIPTION**

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SECTION – II	:	BID QUALIFICATION REQUIREMENTS
SECTION – III	:	REJECTION OF TENDERS
SECTION – IV	:	INSTRUCTIONS TO TENDERERS
SECTION – V	:	COMMERCIAL
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SCHEDULE – A	:	SCHEDULE OF PRICES
SCHEDULE – B	:	GUARANTEED TECHNICAL PARTICULARS
SCHEDULE – C	:	STATEMENT OF SUPPLY ORDERS EXECUTED / UNDER EXECUTION DURING THE PAST THREE YEARS AS ON THE DATE OF TENDER OPENING.
SCHEDULE – D	:	DECLARATION FORM
SCHEDULE – E	:	SCHEDULE OF MATERIALS AND DELIVERY PERIOD
SCHEDULE – F	:	QUESTIONNAIRE – A & B
ANNEXURE – I	:	SELF-DECLARATION
ANNEXURE – II	:	UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS
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## SECTION – I

### **SPECIFICATION NO. CE/MTPS-II (600MW) /S&I/AEE-2/OT.No.24-S/22-23** **Earnest Money Deposit**

1. Tenderer should pay the specified amount towards Earnest Money Deposit as follows:  
Earnest Money Deposit: Rs.17,170/- (Rupees Seventeen Thousand One hundred and seventy only)
2. The Earnest Money Deposit specified above should be in the form of NEFT/RTGS /Account Transfer as mentioned above in 5 of NIT Foreword for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number/Reference Number shall be uploaded. The EMD amount has to be received in TNEB/TANGEDCO COLLECTION ACCOUNT **through e payment, 2 hours before closing time of tender**). EMD amount received beyond tender closing time will be summarily rejected.

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

The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.

1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
2. If he revises any of the terms quoted during the validity period.
3. If he violates any of the conditions of the tender specification.

Now the condition is such that if the Tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above condition shall be void. Otherwise the same shall remain in full force.

The Tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

- 2.1 In case the EMD remittance through same Bank, a copy of Bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank account number of the bidder, and IFSC Code shall be uploaded, so as to verify the credit of same in TANGEDCO bank account scroll for ensuring the EMD compliance of bidders.
3. The Tenderers who are having valid Permanent EMD with TNEB/TANGEDCO for an amount as mentioned below are exempted from payment of Earnest Money Deposit against this tender and are eligible to participate in the tender.

PEMD : For Tenders of value

Rs.20,00,000/- : Up to Rs.10,00,00,000/-

Rs.40,00,000/- : Up to Rs.50,00,00,000/-

Rs.1,00,00,000/- : All tenders without monetary limit.

Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. **However, the PEMD holders should also upload an undertaking in a Non-Judicial Stamp paper of value not less than Rs.80/- in the form as per Annexure-III to the effect to pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract.**

- 3.1 The existing PEMD holder for Rs.20,00,000/- are eligible to participate in the tender only for the value of tenders not exceeding Rs.10 Crores. The existing PEMD holder for Rs.5,00,000/- are not eligible for participating in the tender unless they pay the differential amount for the new PEMD slab.
- 3.2 If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller/Purchase and upload copy of the same along with the tender.
4. The EMD will not carry any interest.
5. The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer / P&A / MTPS-II (1x600MW) after intimation of the rejection/ non-acceptance of their tender is sent to them-
6. **Any other mode of payment of EMD other than NEFT/RTGS / Account Transfer shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner-**
- 7 The following categories of Industries are acceptable for exemption from payment of EMD **on furnishing of:**
- (i).
- a) The bidder shall furnish the "Self Declaration" as per Annexure-I.
  - b) The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
  - c) The Small Scale Industrial Units Registered with the National Small Industries Corporation.
  - d) The SSI Units holding Acknowledgement issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/ Acknowledgement has been issued.
  - e) Departments of the Government of Tamil Nadu.
  - f) Undertakings and Corporations owned by the Government of Tamil Nadu.
  - g) Labour Contract Co-operative Societies.
  - h) Tiny Industries classified under S.S.I. registered with the State of Tamil Nadu and Registration Certificate issued by the Department of Industries and Commerce/Government of Tamil Nadu in respect of those items covered under the Registration Certificate
  - i) Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation in respect of those items covered under Registration Certificate.
  - j) UAM submitted by bidders shall also be accepted for permitting EMD exemption in respect of the SSI units while participating in TANGEDCO tenders.

Composite Criteria:

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

Classification of Enterprises:

A enterprises shall be classified as a Micro, Small or Medium

Enterprise on the basis of the following criteria, namely:-

- (i) a Micro Enterprises, 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 Enterprises, 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 Enterprises, 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 (not exempted from EMD).

Calculation of Turnover:

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

However, it is suggested to insist a certificate from Chartered Accountant along with the bid from the bidders whose turnover includes export proceed, for ascertaining the turnover achieved on export of goods or services or both and include 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 (other than land 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.

Registration of Existing Enterprises:

- i). All existing enterprises registered under EM-Part-II or UAM shall registered again on the Udyam Registration Portal on or after the 1<sup>st</sup> day of July, 2020.
- 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 be continued to be valid only for a period up to the 31<sup>st</sup> day of March, 2022.

iv) An enterprises registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyog Registration.

- 7(ii) SSI units having provisional registration certificate are not eligible for exemption.
8. Those tenderers who are exempted from payment of EMD shall furnish the "Self Declaration" as per Annexure-I. ~~shall upload in lieu of EMD an undertaking in a non-judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only) in the form as per Annexure-I to the effect to pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract.~~ The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.
9. Conditions for Liable for rejection of bids:  
For exemption of EMD, Self-Declaration as per Annexure-I shall be furnished along with attested copy of SSI / NSIC Certificate / MSME (UDYOG Aadhaar Registration certificate) attested by a Notary Public (or) Chartered Account. ~~Otherwise the Exemption of EMD will not be accepted and the bid will be rejected.~~
- a) ~~TENDERS RECEIVED WITHOUT THIS UNDERTAKING WILL BE DISQUALIFIED.~~

- b) ~~Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.~~
- c) ~~Signature of witnesses should be affixed at the end of undertaking along with details of name and address.~~
10. Small Scale Industries registered with the Tamil Nadu Small Industries Development Corporation or with National Small Industries Corporation or holding **Entrepreneur Memorandum Part-II or acknowledgement for the Entrepreneur Memorandum Part-II** issued by DIC, for small scale industrial unit for subject materials specifying capacity for which they are permitted to manufacture and the period of validity of the certificate, shall upload attested Photo copy of Registration Certificate/ Acknowledgement as proof of eligibility for exemption from payment of EMD. However the bidder shall furnish the "Self Declaration" as per Annexure-I.
  11. 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.
  12. 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 Rs.5 Crores, 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.
  13. **The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.**
    - i) The e-receipt of payment of EMD through NEFT/RTGS/ Account Transfer
    - ii) The proof of Permanent EMD Holder.
    - iii) The proof of exemption of EMD with an undertaking in lieu of EMD and documents in support of investment held in plant and machinery.
  14. The Earnest Money Deposit/Permanent EMD made by Tenderer will be forfeited after e-tender opening if:
    - (a) he withdraws his tender or backs out after acceptance.
    - (b) he withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
    - (c) he violates any of the provisions of these regulations contained herein.
    - (d) he revises any of the terms quoted during the validity period.
    - (e) in the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.
    - (f) Received without EMD (or) Self Declaration (Annexure-I) and Proof for exemption of EMD.
  15. **Having examined the tender specification together with the schedules attached, the bidder is deemed to accept to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfilment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.**

The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.

1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
2. If he revises any of the terms quoted during the validity period.
3. If he violates any of the conditions of the tender specification.

Now the condition is such that if the Tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above condition shall be void. Otherwise the same shall remain in full force.

The Tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

S/d...05.05.22  
Superintending Engineer/P&A  
MTPS-II/Mettur Dam-6

## SECTION – II

### **SPECIFICATION NO. CE/MTPS-II (600MW) /S&I/AEE-2/OT.No.24-S/22-23**

#### **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 along with tender.**

1. The bidder should have previously supplied Hydraulic Motor (Drive) / Hydraulic Pumps / Hydraulic Spares to any of the Thermal Power Stations of State or Central government organization / Public sector undertaking / State Electricity Boards in India in a single order value of not less than Rs.4.29 Lakhs within the past ten years as on the date of tender opening. The bidder shall upload the scanned originals of Purchase Order for the above. The date of purchase order will be reckoned for ascertaining the eligibility of the tender.
2. The bidder shall upload the scanned original of the End User's certificate for the satisfactory performance of minimum one year as on the date of tender opening of the above supplied item. In case the supply was made to TNEB / TANGEDCO, the End User's performance certificate will be obtained by the Tender Inviting Authority. However in case of other organizations End user's Certificate should be obtained and uploaded by the bidder during E- Tendering.
3. The bidder should have an annual turnover of more than Rs.4.29 lakhs in any one of the last three financial years (i.e., 2018-19, 2019-20 & 2020-21) and shall upload any one of the following statements in support of annual turnover for all the three financial years 2018-19, 2019-20 & 2020-21.
  - i) Scanned original of Annual Audited Balance Sheet duly certified by a Chartered Accountant (or)
  - ii) Scanned original of Turnover statement duly certified by a Chartered Accountant (or)
  - iii) Scanned original of Sales Tax return filed by the bidder (or)
  - iv) Scanned original of Income Tax return filed by the bidder (or)
  - v) Scanned original of Enlistment Certificate issued by NSIC containing turnover details of the bidders as a proof for annual turnover.

#### **Note:**

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

S/d...05.05.22

SUPERINTENDING ENGINEER/P&A  
MTPS-II/METTUR DAM-6

**SECTION – III**  
**SPECIFICATION NO.CE/MTPS-II (600MW) /S&I/AEE-2/OT.No.24-S/22-23**  
**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) The tenderers shall quote not less than **10%** of the tendered quantity. The offer of the bidders who have quoted for lesser quantity than the minimum quantity prescribed above shall be summarily rejected.
  - e) 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 D 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-F 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.

S/d...05.05.22  
SUPERINTENDING ENGINEER/P&A  
MTPS-II/METTUR DAM-6



## SECTION – IV

### **SPECIFICATION NO. CE/MTPS-II (600MW) /S&I/AEE-2/OT.No.24-S/22-23**

#### **INSTRUCTION TO THE 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 REQUIREMENTS" 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 supply (described in Schedule-A) includes design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at MTPS-II Stores / Mettur Dam / Tamil Nadu.

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.

4.0. **QUESTIONNAIRE FILLING:**

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

4.1.1 The Tender offer consisting of Schedules-A to F and Annexures I to III 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.

4.1.2 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be enclosed.

4.1.3 Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

4.1.4 The tenderer shall quote not less than 10% of the tendered quantity. The offer of the bidders who have quoted for lesser quantity than the minimum quantity prescribed above shall be summarily rejected.

4.1.5 The tenderer should furnish the GSTIN numbers in the offer.

4.2. **Modifications/Clarifications to Tender Documents:**

4.2.1 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 .

4.2.2 In case any tenderer asks for a clarification to the tender documents before 48 hours

- of opening of tenders, the Superintending Engineer / P&A / MTPS-II / TANGEDCO / MetturDam will clarify the same.
- 4.2.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer / P&A / MTPS-II, TANGEDCO, Mettur Dam on the clarifications will be final and binding on the Tender.
- 4.3. All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 4.4. All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings 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.
- 4.5 **QUOTATION OF RATES:**
- 4.5.1 Rates should be quoted in both figures (i.e. integers) and words. In case of ambiguity between rates in figures and words, lower of the two will be taken for tender evaluation.
- 4.5.2 Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.
- 4.6 **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.
- 4.7 **INCOMPLETE TENDERS:**  
Tender, which is incomplete, obscure or irregular is liable for rejection.
- 4.8 **AMBIGUITIES IN CONDITIONS OF TENDERS:**  
In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 4.9 The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 4.10 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.
- 4.11 No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
- 4.12 ~~ONLY MANUFACTURERS MUST QUOTE. Tenders received from Agents / Dealers will not be considered. If the bids are received through Consortium, the same will not be considered and the bids will be rejected.~~
- 4.13 The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, telephone and Fax Nos. and e mail Id etc in their tenders so as to arrange inspection by TANGEDCO, if considered necessary.
- 4.14 **DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**  
The prices quoted should be on FOR Destination basis i.e., Central Stores / Mettur Thermal Power Station-II / Mettur Dam / Tamil Nadu.
- 5.0 **TENDER OPENING:**
- 5.1. **OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE(PART-I):**  
The Tender offers except Price Bid (Schedule-A) will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Superintending Engineer /P&A/MTPS-II/Mettur Dam, through <https://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 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.

- 5.3 The duly authorized representatives of the Tenderers who are present shall sign the tender opening register.
- 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.**
- 5.5 **OPENING OF THE PRICE BIDS: (PART – II- Schedule - A)**  
**The date and time of opening of Price Bids shall be later notified through registered e-mail to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.**
- 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 his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 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 his offer. The TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANGEDCO.
- 7.0 **EVALUATION AND COMPARISON OF THE TENDER OFFERS:**
- 7.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.
- 7.2 The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 7.3 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:  
The quoted price will be corrected for arithmetical errors.  
In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.  
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 i.e. (Ex works price + P&F + Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.  
Since GST is enacted wherein all taxes & duties are subsumed, price

evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.

7.4 Evaluation for the capacity of material / equipment will be done separately.

7.5 The rates quoted by the eligible lowest tenderer in the open tender Rate Contract Scheme 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 rate will be determined. All eligible bidders who accept the rate shall be enlisted.

8.0 **VALIDITY:**

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

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

9.0 **RIGHTS OF THE BOARD:**

9.1 Rights to reject the tenders:

9.1.1 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.

9.1.2 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.

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

a) To vary the quantity finally ordered to the extent of 25% either way of the quantity indicated in the Tender document, as the quantity indicated in the schedule of requirement is approximate. The indent will be placed subsequently as and when there is requirement up to the last date of validity of Rate contract.

The purchaser reserves the right to issue any number of indents for supply of materials during the Rate Contract period.

b) to split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 if the tendered material is so vital in nature and the failure in supply would affect the public interest.

c) to recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract, the security deposit paid shall, be forfeited.

d) To cancel the orders for not keeping up the delivery schedule.

e) To vary the delivery period based on the requirement and contingencies at the time of placing the Rate contract.

f) To accept the lowest eligible tender.

g) To reject any or all the tenders or cancel without assigning any reasons there for.

h) To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.

9.3 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.

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."
- 14.0 **STATUTORY CLEARANCE CERTIFICATE**  
In TANGEDCO/TANTRANSCO from 01.01.2021, the Digital Based Statutory Compliance Services will be integrated with the Bill Processing System. The bills will be processed only after obtaining the Statutory Clearance Certificate from the Online Service Providers.

S/d...05.05.22  
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**SECTION – V**  
**SPECIFICATION NO. CE/MTPS-II (600MW) /S&I/AEE-2/OT.No.24-S/22-23**  
**COMMERCIAL**

**1.0 Scope:**

1.1 The Scope of supply of the materials includes Design, manufacture, inspection, testing, packing, forwarding, insuring and delivery of the materials detailed herein, at Mettur Thermal Power Station -II / Stores / Mettur Dam / Tamil Nadu.

**2.0 PERIOD OF CONTRACT:**

2.1 ~~The period of contract is one year from the date of receipt of award of contract.~~

**3.0 ~~DETAILS OF CONSTITUTION OF FIRM :~~**

3.1 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.

**3.2 LEGAL STATUS OF THE FIRM :**

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

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

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

**5.0 PLACING OF ORDERS:**

5.1 It is not binding on the TANGEDCO Ltd to accept the lowest or any tender. The TANGEDCO Ltd reserves the right to split and place orders for the items with different tenderers and for revising the quantities at the time of placing the orders. The TANGEDCO Ltd reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents.

5.2 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 and the ~~approximate quantity allotted to them for a period of one year~~. The ~~approved rates will be FIRM and valid for one year from the date of receipt of award of contract.~~

The approved rates will be FIRM during the entire duration of the contract.

**6.0 Price:**

6.1 The Tenderers are requested to quote FIRM price only,

6.2 The Tenderer's shall quote the Ex-works price, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to MTPS-II / Stores / Mettur Dam / Tamil Nadu anywhere in Tamil Nadu. A format for price schedule is given in Schedule 'A'.

6.3 The above breakup details should be clearly indicated in the Schedule- A, in the absence of which the offer shall be liable for rejection.

Unloading the supplied materials at destination Stores should be done by the supplier at his own cost.

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

a) Unit Ex-works price.

b) GST (Percentage & amount)

c) Packing & Forwarding ,Freight and Insurance charges

d) The Freight & Insurance Charges shall be applicable for delivery to Central stores / MTPS-II / Mettur Dam of TANGEDCO in Tamil Nadu. The above breakup details should be clearly indicated in the Schedule-A, in the absence of

which the offer shall be liable for rejection.

All Tests specified if any shall be conducted at TENDERER'S COST.

- 6.4 It is the responsibility of the tenderer to make sure about the correct rates of Duty / Tax leviable on the materials at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake.
- 6.5 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
- 6.6 The successful Tenderer shall give an Undertaking to the effect that if low prices are offered to anyone else during the period of one year from the date of order, the same benefit shall be passed on to TANGEDCO.
- 6.7 **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**  
The Tenderer shall indicate the Permanent Account No. in Schedule 'F' of the specification and should enclose the details of PAN issued by Government of India, Income Tax Department and GSTIN number of the firm with proof with the tender.
- 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 33AADCT4784E1ZC. 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.
- 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.

## 7.0 **GOODS AND SERVICES TAX:**

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

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



while submitting the bills for payment.

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

7.3 Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.

7.4 In case of delayed delivery, the GST prevailed on the date of actual delivery applicable on the date of contractual date of delivery whichever is less shall be admitted.

8.0 **Insurance:**

8.1 Contracting firms 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.

9.0 **Packing & Forwarding**

9.1 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.

9.2 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-II / Stores / Mettur Dam / Tamil Nadu by the supplier at free of cost.

10.0 **Payment:**

10.1 Payments will not be made for materials damaged during transit. All defective materials shall be replaced by the supplier free of charge.

10.2 Payment for the supplies will be made by the Superintending Engineer/P&A / MTPS-II / Mettur Dam by on line through NEFT/RTGS on any one of the Nationalized Banks/ Scheduled Banks approved by Reserve Bank of India in Tamil Nadu. The Bank charges involved in making the payment will be to the account of the Tenderer. Bank details such as Account No. IFS code, name of the bank to be furnished.

10.3 (i) For the materials delivered within the contractual delivery period:

100% of the all inclusive price (including GST) of the materials of each consignment will be paid within a time frame of 45 days (Vendors-SSI units and Non-SSI units) from the date of receipt of materials at good condition at site & acceptance of materials in good condition at MTPS-II stores / site and submission of Invoice in GST format in duplicate with required documents after deducting recoveries, if any and the same shall be sent to the SE/P&A/MTPS-II for passing the bills.

(ii) For the materials delivered beyond the contractual delivery period if accepted by the purchaser:

100% of the all inclusive price (including GST) of the materials of each consignment will be paid within a time frame of 45 days (Vendors-SSI units and Non-SSI units) from the date of receipt of material at good condition at site & acceptance of materials in good condition at MTPS-II stores / site and submission of Invoice in GST format with required documents after deducting recoveries, if any.

(iii) In the event of TANGEDCO failing to keep the stipulated time frame for releasing Payment to SSI units and non-SSI units against procurement of materials contract, the simple interest will be paid for the delayed period at SBI 3 months MCLR.

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

10.4.1 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-II.

10.4.2 100% payments will be made only after the approval of the test certificates as applicable and on receipt of the supplier's bills in duplicate, duly certified by the consignee.

10.5 The bills for payment will be passed only after the approval / acceptance of the following:

a) 5% SD cum Performance Guarantee (Option-I) (or) undertaking for retaining the balance 5% payment (Option-II) – towards performance till the guarantee period is over.

b) PAN copy.

c) Test Certificate.

d) Undertaking towards jurisdiction for legal proceedings.

e) Guarantee Certificate

**Note:**

Payment for supplies will be made by electronic mode of payment/cheque on any one of the commercial Bank or their branches in Tamil Nadu as may be decided by the Board from time to time.

10.6 **TDS on GST**

The Central Government vide Notification No.50/2018 dated 13<sup>th</sup> September 2018 has notified 1<sup>st</sup> day of October, 2018 as the date from which the provisions of tax deducted at source (TDS) under GST as per section 51 of the CGST Act, 2017 shall come into force.

Accordingly, Tax at the rate of 2% ((i.e. CGST 1% and SGST 1%) or (IGST 2%))

will be deducted from the payment made or credited to the supplier (i.e deductee ) of taxable goods or services or both from the invoices raised by the suppliers or service providers.

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.

10.7 **Income Tax Compliance – TCS**

The supplier whose total sales, gross receipts or turn over 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% up to 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.50lakhs 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.

10.8 **Reimbursement of GST**

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

11.0 **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**  
OPTION - I

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

11.2 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 lakh).

11.3 Banker’s Cheque or Pay Order/Demand Draft/Irrevocable Bank Guarantee will be accepted towards payment of Security Deposit cum Performance Guarantee for the value of Purchase order exceeding Rs.10 lakhs. In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee to 5% of the order value.

11.4 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.

11.5 **The successful tenderer will have to furnish the Security Deposit cum Performance Bank Guarantee within 30 days from the date of receipt of P.O. in the event of failure to remit security Deposit within the prescribed period, EMD shall be forfeited and order be cancelled and the award may be made to L2 tender. The security deposit cum Performance Bank Guarantee will not carry any interest.**

11.6 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.
- 11.7 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).
- 11.8 In the event of the necessity to extend the validity of the Performance Bank Guarantee, the extended BG shall be submitted to TANGEDCO within expiry of the prevailing BG.
- 11.9 In case of belated submission of extended BG, TANGEDCO reserves the right to accept such belated submission of SD cum BG by levying penal interest at the rate of 22% per annum from the date of expiry of the prevailing BG till the date of submission of extended Bank Guarantee
- 11.10 Further, in the case of Bank Guarantee being extended without any break in period and there is delay in submission of such extended Bank Guarantee, for any reasons, TANGEDCO shall reserve the right to accept the belated submission of the extended Bank Guarantee by levying penal interest at the rate of 22% per annum for the delayed period of submission. Such penal interest shall be recovered from the service provider's subsequent bill.
- OPTION - II
- 11.11 The successful Tenderer need not furnish any Bank Guarantee towards Security Deposit cum performance guarantee. Instead they should give an undertaking to agree to retain 5% value of the material supplied against the first invoice, till the completion of guarantee period.
- 11.12 The Security Deposit cum Performance BG shall be valid till the completion of Guarantee Period. In case of delay in supply, the BG should be extended suitably. The Bank Guarantee should be a single Bank Guarantee and should be furnished before the commencement of supply.
- 12.0 **Delivery:**
- 12.1 Supply : Within 90 days from the date of receipt of Purchase order.
- 12.2 PLACE OF DELIVERY: **The Central Stores / M.T.P.S - II / Mettur Dam 6.**
- 12.3 The offer from ready stock is preferable
- 12.4 TANGEDCO reserves the right to cancel the quantities not supplied as per delivery schedule.
- 12.5 TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 12.6 The TANGEDCO will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the P.O, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TANGEDCO in addition to the liquidated damages for delay, the actual difference in price whenever the TANGEDCO orders the delayed quantity to be supplied / executed by other agencies at higher rate.
- 12.7 The actual date of receipt of each material with all accessories at MTPS-II Stores will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
- 12.8 The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 12.9 After the issue of Despatch Instruction, if any delay is caused by the supplier in arranging timely despatches, their poor performance will be taken note of while ordering in future.

## 12.10 **E way bill**

"E way bill is an electronic document to be generated to cover movement of goods more than 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".

## 13.0 **Loss or Damage:**

13.1 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 as per clause 20.0.

13.2 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.

13.3 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.

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

13.5 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.

## 14.0 **Liquidated Damages:**

14.1 The delivery as specified should be guaranteed by the supplier under the liquidated damages clause given below :

14.1.1 It is the responsibility of the supplier to arrange for inspection despatch etc. in time to keep up the delivery schedule.

14.1.2 If the supplier fails to deliver the equipments/ materials within the time specified in the indent or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT

(0.5%) of the All inclusive price of the delayed / undelivered equipments/ Materials for each completed week of delay. The total liquidated damages shall not exceed Ten percent (10%) of the All-inclusive price of the equipments / materials so delayed. Only the date of actual receipt of materials at stores will be reckoned as date of delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for inspection, despatch etc. in time to keep up the delivery schedule.

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

15.0 **Force Majeure:**

15.1 The supplier shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:

a) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

b) Natural phenomena, such as floods, drought, earthquakes and epidemics.

c) Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restriction.

d) Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, break down of essential machinery or equipments etc.

e) Strikes, slow down, and lockouts.

f) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier produces documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply.

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

NOTE: The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies.

The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the firm.

15.2 Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANGEDCO Ltd may at its option terminate the contract by a notice in writing.

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

16.0 **Guarantee:**

16.1 The entire materials supplied should be guaranteed for the satisfactory operation and workmanship for a period 18 months from the date of receipt of materials in good condition at site or 12 months from the date of commissioning whichever is LATER, subject to an overall guarantee period of 24 months from the date of supply.

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

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

delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted along with the bills themselves.

17.0 **Test certificate : Necessary**

Manufacturers Test certificate is necessary along with supply.

18.0 **Replacement of Defective / Damaged Materials:**

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 Notwithstanding any other remedies available, the purchaser shall be entertained to dispose off the defective / damaged materials in "as is where is condition" without further notice, if the contractor / supplier fails to rectify the defect and / or replace the damaged materials and / or fails to remove defective/ damaged materials within two months period as per PO terms, from the date of receipt of intimation from the purchaser, TANGEDCO Ltd reserves right to dispose of such materials. This is without prejudice to the imposition of Liquidated Damages, Ground rent, forfeiture of security deposit etc.,

19.0 **Failure to Execute the Contract:**

19.1 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.

20.0 **Non-Assignment:**

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

21.0 **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.

22.0 **PATENT RIGHTS ETC. :**

The supplier shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the supplier other than for the purpose indicated by or reasonably to be inferred from the specification.

23.0 **Jurisdiction for Legal Proceedings (After Award of Contract)**

23.1 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.

24.0 **ARBITRATION ACT NOT TO APPLY:**

24.1 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.

24.2 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.

25.0 **Responsibility:**

25.1 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.

26.0 **MAXIMUM WEIGHTS AND DIMENSIONS OF PACKING :**

26.1 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 and storage for 60 days.

- 26.2 Each case or package should be clearly marked and should contain detailed packing list.
- 27.0 **Inspection: Not Necessary.**  
The materials covered in this order are subject to inspection by TANGEDCO's Engineers. The expenses connected with the deputation of such inspecting Engineers shall be borne by TANGEDCO. 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. The arrangement for Inspection shall be made by the supplier in such a way that the delivery schedule is kept up. The material shall not be dispatched without instruction from TANGEDCO Ltd.  
Inspection by Engineers shall not absolve you of the responsibility of supplying the materials conforming to the specification.  
Hydro test for the valves is to be carried out in the presence of TANGEDCO Engineers.
- 28.0 **COMPLETENESS OF TENDER:**  
The tender should be complete with all details of illustrative and descriptive literature and drawings. The tenderers shall furnish the complete technical details of the equipment/materials. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The tenderer should include all minor accessories even though not specifically mentioned in this specification but which are essential for the completeness of the materials ordered. The tenderer shall not be eligible for extra charges in respect of such minor accessories though not included in the tender.
- 29.0 **INTERCHANGEABILITY:**  
All similar parts and removable parts of similar items shall be interchangeable with each other.
- 30.0 **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.
- 31.0 **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.
- 32.0 **MATERIALS AND WORKMANSHIP:**
- 32.1 All materials, equipments and spare parts thereof shall be new, unused and originally coming from manufacturers' plant to the destination stores. Those including used, rebuilt or overhauled materials/equipments will not be accepted.
- 32.2 All the materials shall be of best class and capable of satisfactory operation in the tropics with humid atmospheric condition. Unless otherwise specified, they shall conform to the requirements of appropriate India Standards. Where these are not available, IEC and American / British Standards shall be followed.
- 32.3 The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of

- equipment/ materials.
- 32.4 The materials should be designed to facilitate inspection and repair and to ensure satisfactory operation under atmospheric conditions prevailing at site and under sudden variations of and voltages as may be met with under working conditions in the system including those due to faulty synchronizing and short circuits within the rating of the apparatus.
- 32.5 The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment.
- 32.6 All the equipments should operate without undue vibration and with the least practicable amount of noise.
- 33.0 **RECOVERY OF DUES:**
- 33.1 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.
- 34.0 **Past Performance:**
- 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-C along with end user Certificate for satisfactory performance of the materials supplied. 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.
- 35.0 **RAW MATERIALS:**
- It is the responsibility of the tenderer to make his own arrangement to procure the necessary raw materials required for the manufacture.
- 36.0 **CAUTION:**
- 36.1 **Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms.**
- 36.2 **In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited or 1% of the P.O. value will be levied as penalty in addition to blacklisting them for future tenders / contracts in Tamilnadu Electricity Board.**

S/d...05.05.22  
Superintending Engineer/P&A  
MTPS-II/Mettur Dam-6

**SECTION – VI**  
**TECHNICAL**  
**(TECHNICAL SPECIFICATION OF MATERIAL)**

SPECIFICATION NO. CE/MTPS-II (600MW)/S&I/AEE-2/OT.No.24-S/22-23

Procurement of Spares for Spider Control system of Bucket Wheel and Slew motion  
Hydraulic Power Pack of Stacker Cum Reclaimer-I & II - 3 Items

Sl.No	Description of Material	Qty
Spider Control System of Bucket Wheel and Slew motion Hydraulic Power Pack (E01P B89-4292) consists of the following:		
1.	Control CIRC Card Spider 2 SC V4.3	1 No.
2.	LCD Display	3 Nos.
3.	250 W Power Supply unit supply Voltage: 90-264 V AC	1 No.

Note:

1. The Bidder must supply one to one replacement of the existing unit without any modifications both physical and functional.
2. The supplied spares should be erected and commissioned at free of cost.
3. The Tenderer may inspect the site before quoting.

S/d...05.05.22  
SUPERINTENDING ENGINEER/P&A  
MTPS-II/METTUR DAM-6

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

SPECIFICATION NO. CE/MTPS-II (600MW)/S&I/AEE-2/OT.No.24-S/22-23

**SCHEDULE OF PRICES TO BE FILLED IN BY THE TENDERER**

Quantity tendered: 3 items

Description	HSN Code of the material	Unit Price in Rupees					
		Quantity offered	Ex- Works price	Packing and Forwardin g Charges	Freight & Insuranc e charges	CGS/ SGS/ IGST	All inclusive Unit Price
		(Nos.)	Rs.P.	Rs.P.	Rs.P.		Rs.P
1	a	b	c	d	e	f	g
Procurement of Spares for Spider Control system of Bucket Wheel and Slew motion Hydraulic Power Pack of Stacker Cum Reclaimer-I & II - 3 Items							
Control CIRC Card Spider 2 SC V4.3		<div style="border: 1px solid black; padding: 10px; display: inline-block;"> To be Quoted in Price Bid Section only </div>					
LCD Display							
250 W Power Supply unit supply Voltage: 90-264 V AC							
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.					
<b>NOTE 3:</b>		<b>While quoting the rates the bidder shall indicate the HSN Code and Account Code for all the tendered items as per GST</b>					

COMPANY SEAL :

SIGNATURE  
NAME :  
DESIGNATION :  
COMPANY :  
DATE :

**SCHEDULE – B**

**GUARANTEED TECHNICAL PARTICULARS**

SPECIFICATION NO. CE/MTPS-II (600MW)/S&I/AEE-2/OT.No.24-S/22-23

Procurement of Spares for Spider Control system of Bucket Wheel and Slew motion

Hydraulic Power Pack of Stacker Cum Reclaimer-I & II - 3 Items

<b>Sl. No.</b>	<b>Description Of Material</b>	<b>Technical specification</b> (To be furnished by the supplier)
1.	Control CIRC Card Spider 2 SC V4.3- 1 No.	
2.	LCD Display - 3 Nos.	
3.	250 W Power Supply unit supply Voltage: 90-264 V AC- 1 No.	

COMPANY SEAL :

SIGNATURE

NAME :

DESIGNATION :

COMPANY :

DATE :

**SCHEDULE – C**

SPECIFICATION NO. CE/MTPS-II (600MW)/S&I/AEE-2/OT.No.24-S/22-23  
**STATEMENT OF SUPPLY ORDERS EXECUTED / UNDER EXECUTION IN  
RESPECT OF DURING THE PAST THREE YEARS AS ON THE DATE OF  
TENDER OPENING.**

Sl. no.	Name & Address of the Organization incl. other SEBs	Name of the material	P.O. No. & Date	Quantity	Value of order in Rs. Lakhs FOR (D)	Scheduled date of completion of order	Actual date of completion of order	Whether PO Copy is Enclosed (Yes/ No)	Whether End User Certificate Copy is Enclosed (Yes/ No)
1	2	3	4	5	6	7	8	9	10
** Split up details such as Ex-works Price, F&I and GST FOR (D) per each may be enclosed separately.									

**NOTE:**

- 1) Copies of orders received shall be enclosed.

COMPANY SEAL :

SIGNATURE  
NAME :  
DESIGNATION :  
COMPANY :  
DATE :

**SCHEDULE – D**  
**DECLARATION FORM**

SPECIFICATION NO. CE / MTPS-II (600MW) /S&I/AEE-2/OT.No.24-S/22-23

To  
The Chief Engineer,  
Mettur Thermal Power Station – II,  
Mettur Dam – 636 406.

Dear Sir,

1. Having examined the above specification together with the accompanying schedules etc., we hereby offer to manufacture and supply the equipments / materials covered in this Specification at the rates entered in the attached schedule of prices.
2. We hereby guarantee the particulars entered in the schedules attached to the Specification.
3. In accordance with the Security Deposit / Security cum Performance guarantee clause-11.0 of Section-V of the specification, we agree to furnish DD/NEFT/RTGS/Bankers Cheque/Irrevocable Bank Guarantee for 5% of the total value (All-inclusive price) 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,

COMPANY SEAL :

SIGNATURE  
NAME :  
DESIGNATION :  
COMPANY :  
DATE :



**SCHEDULE-E**

**SCHEDULE OF MATERIALS AND DELIVERY PERIOD**

SPECIFICATION No: CE/MTPS-II (600MW) /S&I/AEE-2/OT. No.24-S/22-23

Procurement of Spares for Spider Control system of Bucket Wheel and Slew motion

Hydraulic Power Pack of Stacker Cum Reclaimer-I & II - 3 Items

Sl. No.	Description of material	Delivery Period (To be furnished by the bidder ON LINE)
1.	Control CIRC Card Spider 2 SC V4.3- 1 No.	
2.	LCD Display - 3 Nos.	
3.	250 W Power Supply unit supply Voltage: 90-264 V AC- 1 No.	

COMPANY SEAL :

SIGNATURE

NAME :

DESIGNATION :

COMPANY :

DATE :

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

SPECIFICATION No: CE/MTPS-II (600MW) /S&I/AEE-2/OT. No.24-S/22-23

**INSTRUCTIONS:**

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

Sl. No.	Particulars	Bidder's Response
1	Name & Address of the Firm / Company	
a.	Registered Office	
b.	Factory / works Address	
c.	Fax No & Telephone No.	
d.	E-mail ID:	
2	Name, Designation & Address of the person signing the tender	
3 a.	Whether the Company is Small Scale / Medium Scale / Large Scale Unit	
b.	If so, write registration No.	
c.	If SSI Unit registered with DIC/ Tamil Nadu or NSIC period of validity to be mentioned	
d.	Permanent Account Number (PAN)	
4 a.	i. Whether the bidder have previously supplied Hydraulic Motor (Drive) / Hydraulic Pumps / Hydraulic Spares to any of the thermal Power stations of State or Central Government Organization / Public Sector undertaking / State Electricity Boards in India in a single order value of not less than Rs.4.29 Lakhs within the past ten years as on the date of tender opening.	YES / NO
	ii. Whether documentary evidence for the above is enclosed	YES / NO
	iii. Whether scanned originals of the Purchase order for the above is uploaded.	YES / NO
	iv. Whether scanned original of the End user's Certificate for the satisfactory performance of minimum one year as on the date of tender opening of the above supplied item is uploaded	YES / NO
b.	i. Whether the Annual Turnover in any one of the last three financial years (i.e.,2018-19, 2019-20 & 2020-21) is greater than Rs.4.29 Lakhs.	YES / NO
	ii. Whether documentary evidence for the Annual Turnover uploaded as required in Section II of this specification.	YES / NO
5	EARNEST MONEY DEPOSIT	
a.	Mode: NEFT/RTGS/Account Transfer	
	Amount : Rs.17,170/-	Rs.
	The EMD amount has to be received in TNEB / TANGEDCO account through e payment, by 2 hours before closing time of tender.	

b.	If exempted, state whether the bidder is (strike out whichever is not applicable)	SSI Unit of Tamil Nadu / Small Scale Unit Registered with NSIC / State Govt. Dept. & undertaking of Govt. of Tamil Nadu
c.	i. Whether Reference of documentary evidence regarding exemption uploaded. ii If so, whether Self-Declaration as per the format enclosed is uploaded.	YES / NO YES / NO
d.	Whether Permanent EMD is available with TANGEDCO (Documentary evidence about acceptance of PEMD uploaded).	YES / NO
	<u>NOTE:</u> If item (a) or (b) or (c) or (d) is not uploaded along with the tender offer, the Commercial & Technical Bids will not be opened.	YES / NO YES / NO
6.	<b>INSPECTION CLAUSE:</b>	
	<del>Whether you are agreeable for the Inspection Clause specified under section V of the specification</del>	<del>YES / NO</del>
7	<b>TEST CERTIFICATES:</b> Whether Manufacturers Test Certificate will be furnished along with supply	YES / NO
8	Whether the Specification has been downloaded from TANGEDCO Website	YES / NO
9	<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 to be rejected).	YES / NO
10	<b>PRICE:</b>	
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 this 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 prevailing 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
	<u>NOTE:</u> If the breakup details are not furnished, offer will be liable for rejection.	
14	<b>IT – PAN &amp; GSTIN :</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, ARN of the firm and HSN code of the materials furnished.	YES / NO
15	Whether you are agreeable for the following clauses specified under Section-V of the Specification:	
a.	Payment Terms (Clause-5)	YES / NO
b.	Security Deposit (Clause-11.0 )	YES / NO
c.	Delivery (Clause- 12.0 )	YES / NO
d.	Liquidated Damages (Clause- 14.0 )	YES / NO
e.	Guarantee (Clause-16.0 )	YES / NO
f.	Jurisdiction for Legal Proceedings (Clause-23.0 )	YES / NO
g.	Force Majeure (Clause-15.0)	YES / NO
16	Quantity Offered	YES / NO
17.	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

COMPANY SEAL :

SIGNATURE  
NAME :  
DESIGNATION :  
COMPANY :  
DATE :

### **UNDERTAKING**

I , Sole Proprietor / Partner 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.

COMPANY SEAL :

SIGNATURE  
NAME :  
DESIGNATION :  
COMPANY :  
DATE :

**SCHEDULE – F**

**QUESTIONNAIRE – B**

**SPECIFICATION No:CE/MTPS-II(600MW)/S&I/AEE-2/OT. No.24-S/22-23**

**TECHNICAL TERMS**

**INSTRUCTIONS:**

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

Sl.No	Particulars	Bidders Response
1	Whether materials offered is exactly as per Technical Specification furnished Section-VI	YES / NO
2	If not, give details of technical deviation.  (Tender offers with Deviation in Technical Terms are liable to be rejected)	

COMPANY SEAL :

SIGNATURE  
NAME :  
DESIGNATION :  
COMPANY :  
DATE :

**UNDERTAKING**

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

COMPANY SEAL :

SIGNATURE  
NAME :  
DESIGNATION :  
COMPANY :  
DATE :

**ANNEXURE – I**  
**SPECIFICATION No:CE/MTPS-II(600MW)/S&I/AEE-2/OT.No.24–S/22-23**

**Self – Declaration**

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

**ACCEPTANCE LETTER to pay amount equivalent to EMD**

(To be given on Company Letter Head) Date:

To,-----

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

Tender Reference No:

Name of the tender: E-Procurement of

Dear Sir,

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

**SIGNATURE**

**NAME IN BLOCK LETTERS**

**SEAL OF THE COMPANY.**

## **ANNEXURE –II**

### **SPECIFICATION No: CE/MTPS-II(600MW)/S&I/AEE-2/OT.No.24-S/22-23** **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 supply of ..... 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. 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 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.

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

1.

2.

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

DATE :

## ANNEXURE - III

### DECLARATION FORM

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

#### TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

-----

Sub: Acceptance of Terms & Conditions of Tender.

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

Dear Sir,

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

-----

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

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

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

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

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

Yours faithfully,

(Signature of the bidder, with official Seal)



**ANNEXURE-IV**

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

To  
The Chief Engineer,  
Mettur Thermal Power Station-II (1x600MW),  
Mettur Dam - 636 406

We hereby declare and confirm that we are a registered vendor under GST Act  
having GSTIN ..... in the 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. .... Lakhs ( 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 awarded price against  
input tax credit benefit.

( OR )

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

Signature of the bidder with Company Seal.

Note:

Bidder may strike out the para not applicable.