



**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
TUTICORIN THERMAL POWER STATION**

**SUPPLY OF SEAMLESS PULVERIZED FUEL PIPES OF SA 106 GR 'B' (PIPE SIZE
457.2MM OD AND 12.7MM THICK)**

**SPECIFICATION FOR
PROCUREMENT / ~~WORKS CONTRACT~~ / ~~SERVICE CONTRACT~~
THROUGH E-TENDERING**

(Through NIC Platform)

SPECIFICATION NO. CE / TTPS -3051-S /2022-23

OPENING DUE ON 21.07.2022

OPEN TENDER / TWO PART SYSTEM

**OFFICE OF THE CHIEF ENGINEER
TUTICORIN THERMAL POWER STATION
TUTICORIN - 628 004
TAMIL NADU.**

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

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

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

REGISTRATION:

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

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

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5) The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

ELECTRONIC SUBMISSION OF BIDS:

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

Procedure for submission of bids:

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

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

3) Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.

4) The scanned copy of payment made through RTGS/NEFT or by way of account transfer towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.

5) A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial

quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

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

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

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

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

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

Late Bids:

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

Modification and withdrawal of bids:

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

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

his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.

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

ASSISTANCE TO BIDDERS:

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

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

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
SPECIFICATION NO. CE / TTPS -3051-S /2022-23

1	Tender Specification No.	CE / TTPS – 3051-S									
2	Name of Work	Supply of Seamless pulverized fuel pipes of SA 106 Gr 'B' (pipe size 457.2mm OD and 12.7mm thick)									
3	Quantity	60 Metres									
4	Method of Tender	E-Tender System (Online Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: https://www.tntenders.gov.in/nicgep/app of NIC.									
5	a) Earnest Money Deposit (EMD)	Rs.16,000/- (Rupees Sixteen Thousand only) to TANGEDCO account in the form of NEFT/RTGS or by way of Account Transfer. <table><tr><td>TTPS Account No</td><td>:</td><td>8501201000256</td></tr><tr><td>Bank Name</td><td>:</td><td>CANARA BANK, TTPS Branch</td></tr><tr><td>IFSC Code</td><td>:</td><td>CNRB0008501</td></tr></table>	TTPS Account No	:	8501201000256	Bank Name	:	CANARA BANK, TTPS Branch	IFSC Code	:	CNRB0008501
TTPS Account No	:	8501201000256									
Bank Name	:	CANARA BANK, TTPS Branch									
IFSC Code	:	CNRB0008501									
	b) Permanent EMD	PEMD holder for Rs.20,00,000/- is eligible to participate in the tender in case of tenders not exceeding Rs.10,00,00,000/- in value.									
6	URL for online bid submission for e-tender	01.07.2022 https://tntenders.gov.in/nicgep/app									
7	Last date for submission of EMD	20.07.2022 upto 12.00 Hrs. (The EMD amount has to be received in TTPS (TANGEDCO) Account through e payment, by 2 hours before closing time of tender submission)									
8	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	20.07.2022 upto 14.00 Hrs.									
9	Date & time of opening of tender electronically	21.07.2022 @ 14.30 Hrs.									
10	Specification at website	The tender specification will be placed at the following web sites. The prospective bidders may download the same. <table><tr><td>TANGEDCO</td><td>www.tangedco.gov.in</td></tr><tr><td>NIC</td><td>https://tntenders.gov.in/nicgep/app</td></tr></table>	TANGEDCO	www.tangedco.gov.in	NIC	https://tntenders.gov.in/nicgep/app					
TANGEDCO	www.tangedco.gov.in										
NIC	https://tntenders.gov.in/nicgep/app										
11	Documents to be uploaded by the Tenderers during e-submission	Schedules "C" to "I" and other documents whichever is applicable.									
12	Tenders during e-submission	The Superintending Engineer, Purchase & Administration, SPARES Division , Tuticorin Thermal Power Station, Tuticorin – 628 004.									
13	Place at which tenders will be opened	Office of the Superintending Engineer, Purchase & Administration, SPARES Division , Tuticorin Thermal Power Station, Tuticorin – 628 004.									

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

TENDER SPECIFICATION No. CE/TTPS -3051-S

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SECTION – I

EARNEST MONEY DEPOSIT

1. Tenderer should pay the specified amount towards Earnest Money Deposit as follows:-

EMD: Rs.16,000/- (Rupees Sixteen Thousand only)

Earnest Money Deposit:

2. The Earnest Money Deposit specified above should be in the form of NEFT/RTGS or by way of Account Transfer as mentioned in 5 (a) of Foreword for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in TNEB/TANGEDCO account through e payment, 2 hours before closing time of tender.

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 and are eligible to participate in the tender.

The existing PEMD holder for Rs.20,00,000/- with TANGEDCO is eligible to participate in the tender. The existing PEMD holder for Rs.5,00,000.00 / Rs.10,00,000.00 are not eligible for participating in the tender unless they pay the differential amount for the new PEMD slab.

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/Purchase & Administration/TTPS/Tuticorin after receipt of intimation of the rejection/ non-acceptance of their tender is sent to them.
6. In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the security deposit by the tenderer.
7. Any other mode of payment of EMD other than NEFT/RTGS or by way of Account Transfer shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

8. Exemption for payment of Earnest Money Deposit.

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

- i. The Micro and Small Enterprises located within the State and holding **Udyam Registration Certificate/ National Small Industries Corporation certificate**
- ii. The Micro and Small Enterprises located outside the State and Registered with **National Small Industries Corporation / Udyam Registration Certificate.**
- iii. Departments of the Government of Tamil Nadu.
- iv. Undertakings and Corporations owned by the Government of Tamil Nadu.
- v. Labour Contract Co-operative Societies registered within Tamil Nadu.
- vi. **The Enterprises registered prior to 30.06.2020 under EM Part-II /UAM.**

Note:

1. **Central and other State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.**

2. The industries who are exempted from payment of EMD, subject to the enterprise registered under the ministry of MSME shall register itself under Udyam Registration.
3. **Only enterprises which comes under MICRO and SMALL categories are eligible for EMD exemption.**
4. **The validity of the enterprises registered prior to 30.06.2020 under EM Part-II ,UAM has been extended upto 31.03.2022.**

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

8.1 Classification of Enterprises:

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

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

8.2 Calculation of Turnover:

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

The turn over details certified by Chartered Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover to be uploaded.

8.3 Calculation of Investment:

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

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

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

- I. Attested copy of **Udyam Registration Certificate/NSIC/registered prior to 30.06.2020 under EM- PART II/UAM.**
- II. (a) Attested copy of **turnover details certified by** Chartered Accountant.
and
(b) Attested copy of **Investment held in Plant & Machinery certified by** Chartered accountant should be furnished for availing payment of EMD exemption.
- III. **Those tenderers under exempted category from payment of EMD shall upload the self declaration in lieu of EMD in the form as per schedule – G duly filled up and signed or in the company letter head by the bidders as token of acceptance to pay as penalty an amount equivalent to EMD, together with cost if any, 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-fulfilment or non-observance of any of the conditions stipulated in the contract.

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

- i) If the documentary evidences towards Exemption from payment of EMD are not uploaded
- ii) Exempted Tenderers are to produce copy of their Registration Certificate, attested by a Gazetted Officer/Notary Public, showing the materials which they are permitted to MANUFACTURE and the PERIOD OF VALIDITY OF CERTIFICATE.
- iii) Exemption of EMD is allowed to the units for those materials manufactured in their SSI Units. If the tendered items are not on their manufacturing range, the tenderer cannot claim exemption from payment of EMD and such tenders will be rejected straight away.
- iv) If not furnished the details for investment held in Plant and Machinery or Equipment and Annual turnover value certified by Chartered Accountant.
- v) If not furnished the self declaration in lieu of EMD specified under SI.No.8 (III).

11) The following should be uploaded by the Vendor during submission of Techno commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.

The e-receipt of payment of EMD through NEFT/RTGS or other appropriate documents such as Bank Account Scroll in case of Account transfer from same Bank.

(OR)

The proof of Permanent EMD certificate / details

(OR)

The proof for exemption of EMD and investment held in plant and machinery or Equipment and Annual turnover value certified by Chartered Accountant.

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

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
- ii) If he revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the Tender specification.
- iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.
- v) If, the successful tenderer failing to execute the order placed on them to the satisfaction of the TANGEDCO Limited.
- vi) In case of tenderers participating on the strength of Exception Categories, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.
- vii) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TANGEDCO

SECTION – II
SPECIFICATION
BID QUALIFICATION REQUIREMENTS (BQR)

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

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

1. The Tenderer should have previously supplied Seamless Coal Pipes / Seamless Straight Pipes / Seamless Distance Piece made of Carbon Steel for Pulverized Fuel Piping of Milling System to any Thermal Power Station with a capacity of 210MW as a Single Unit or above of State / Central Govt. Organizations / Public Sector undertakings in India for a value of not less than **Rs.4.00 Lakhs** in a single order. **The bidder should upload the relevant Purchase Order duly attested by a Gazetted Officer or Notary Public. In case the bidder has uploaded the TTPS Purchase order, the attestation is not mandatory.**
2. The Annual Turn Over of the Tenderer should not be less than **Rs.4.00 Lakhs** in any one of the preceding three financial years (ie) (2018-19, 2019-20 & 2020-21). The bidders should upload the following evidences for annual turnover **for all the three said financial years.**

In case of companies registered under Companies Act 1956, the **attested copy** of the Audited Financial Statements like, P & L Account and Balance Sheet for all the above 3 years may be **scanned and uploaded** and in case of others, the **attested copy** of Annual Turn Over certified by practicing Chartered Accountant for all the above 3 years may be **scanned and uploaded** as documentary proof to ensure the turnover criteria. **Proof for the above should have been attested by a Gazetted Officer or Notary Public.**

NOTE : If any of the documents uploaded towards BQR are found unattested, the offer will be liable for rejection.

SECTION – III

REJECTION OF TENDERS

- I. Tenders will be SUMMARILY rejected if:
- a). The EMD requirements are not complied with.
 - b). If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected.
 - c). The Bid Qualification Requirements as per Section-II of this Specification are not satisfied.
- II. Tender is LIABLE to be rejected, if it is:
- a). Not covering the entire scope of supply of materials.
 - b). [If the declaration as specified in Schedule E & I 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 & VII).
 - 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 **/Post.**
 - h). From a tenderer whose past performance / Vendor rating is not satisfactory
 - i). Not containing all required particulars as per Schedule A to **I.**
 - j). Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
 - k). **The offer of bidders who have not furnished the GSTIN Number in the offers.**

SECTION – IV

SPECIFICATION NO. CE / TTPS -3051-S /2022-23

INSTRUCTION TO TENDERERS

1.0. THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998:

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

2.0 SCOPE OF SUPPLY:

- 2.1 The Scope of supply (described in Schedule-A) includes design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at TANGEDCO stores / TTPS/ TUTICORIN/Tamil Nadu.

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.

3.0 SUBMISSION OF TENDER OFFER:

- 3.1 The tenderer is expected to examine all instructions, Schedules and Annexure 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.

4.1 SUBMISSION OF TENDERS:

- 4.1.1. The Tender Offer consisting of Schedules-A to I 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 authorising 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 authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

- 4.1.4. 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 **Chief Engineer/TTPS/Tuticorin** will clarify the same.
- 4.2.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the **Chief Engineer/TTPS/Tuticorin** 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 overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.
- 4.5. **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 lump sum 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. The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, telephone and Fax Nos. etc. in their tenders so as to arrange inspection by the TANGEDCO, if considered necessary.
- 4.13. **DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**
The prices quoted should be on FOR Destination basis for delivery at Central Stores/Tuticorin Thermal Power Station/Tuticorin-628004.
- 5.0. **TENDER OPENING:**
- 5.1. **OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE:**
The Tender offers except price Bid will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Superintending Engineer, Purchase & Administration / (Executive

Engineer /Spares)Tuticorin Thermal Power Station, Tuticorin-628004, through <https://tntenders.gov.in/nicgep/app> Tenderers need not to visit TTPS office during tender opening, whereas tenderers can witness the tender opening event through their login.

- 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. OPENING OF THE PRICE BIDS:

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

6.0. INFORMATION REQUIRED AND CLARIFICATIONS:

- 6.1. In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of **their** offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 6.2. The TANGEDCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 6.3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
- 6.4. Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANGEDCO for rejection of **their** offer, except as mentioned in Clause-10.0 of Section-IV. 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.*
 - * *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 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 inter state 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.*

8.0. **VALIDITY:**

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

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.
- b). 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.
- c). To cancel the orders for not keeping up the delivery schedule.
- d). To vary the delivery period based on the requirement and contingencies at the time of placing the order.
- e). To accept the lowest eligible tender.
- f). To reject any or all the tenders or cancel without assigning any reasons there of.
- g). 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.

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

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.

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 **interimjection** 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:**

13.1. "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."

SECTION - V
SPECIFICATION
COMMERCIAL

1.0. SCOPE:

- 1.1. The scope of supply of the materials includes manufacture, inspection, testing, packing, forwarding, insuring and delivery of the materials detailed herein, at TANGEDCO Stores in [TTPS/Tuticorin/Tamil nadu](https://tuticorin.tamilnadu.gov.in).

2.0. DETAILS OF PURCHASE ORDERS ALREADY EXECUTED:

- 2.1. 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.

3.0. PRICE:

- 3.1. The Tenderer's are requested to quote FIRM price only.

- 3.2. 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 [TANGEDCO stores / TTPS/ TUTICORIN/Tamil Nadu](https://tuticorin.tamilnadu.gov.in). A format for price schedule is given in Schedule 'A'.

- 3.3.1. The Freight and Insurance charges shall be applicable for delivery to [TANGEDCO stores / TTPS/ TUTICORIN/Tamil Nadu](https://tuticorin.tamilnadu.gov.in).

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

- 3.3.3. 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.

3.4. PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

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

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

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

Goods and Services Tax: (GST)

The GST Details in respect of TTPS / TANGEDCO are as under:

<i>Billing Address</i>	<i>The Superintending Engineer / Purchase and Administration TTPS / Tuticorin</i>
<i>Provisional GSTIN Registration No.</i>	<i>33AADCT4784E1ZC</i>
<i>ARN</i>	<i>AA330617106413K</i>
<i>Type of Customer</i>	<i>Company</i>
<i>Name & Address as Registered in GSTIN –Place of Business</i>	<i>Tamil Nadu Generation and Distribution Corporation Ltd, 144 Anna Salai, NPKRR Maaligai, Chennai- 600002</i>
<i>State of Registration of GSTIN</i>	<i>Tamil Nadu</i>

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

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

- i). Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.
- ii). The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.
- iii). Any supplier of goods and service Provider of 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 TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.

4.0 Goods and Services Tax:

- 4.1. 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.
- 4.2. The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC)

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

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

4.3. 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.

4.4. In case of delayed delivery/delayed completion of Works, the GST prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is less will be admitted.

5.0. **INSURANCE:**

5.1. 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.

6.0. **PACKING AND FORWARDING:**

6.1. 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.

6.2. 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 despatch of materials shall be made only after the approval of routine test certificates by the TANGEDCO Ltd. The equipment/ Materials shall be unloaded at Destination Stores/Sites by the supplier at free of cost.

7.0. **DESPATCH INSTRUCTIONS:**

7.1. The details of allotment to consignee and destination stores will be furnished at the time of issue of Despatch Instructions.

PAYMENT:

8.1 Payments for the supplies will be made **through NEFT/RTGS/Fund Transfer** 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.

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

8.3 I. **For the materials delivered within the contractual delivery period:**

100% of all inclusive prices (including GST) of the materials of each consignment will be paid **within 45 days** from the date of receipt of materials in good condition at TTPS Stores against submission of bills with required documents after deducting recoveries, if any.

II. For the materials delivered beyond the contractual delivery period, if accepted by the purchaser:

100% of all inclusive prices (including GST) of the materials of each consignment will be paid **within 45 days** from the date of receipt of materials in good condition at TTPS Stores against submission of bills with required documents after deducting LD and other recoveries, if any.

III. For the delayed payments, if any, the simple interest shall be paid by TANGEDCO at the SBI three months MCLR rate for the **delayed period beyond 45 days.**

The supplier has to produce the invoice with required documents along with supply of materials to avail the above benefit. If any delay occurs in producing invoice with required documents, TANGEDCO will not be held any responsible for that delay.

Advance payment or payment against dispatch documents through Bank will not be accepted.

In case of delay in supply, the materials will be accepted subject to the following conditions:

- i) There should be no declining trend in prices
- ii) 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 damage for belated supplies.
- iii) TANGEDCO reserves the right to accept or reject the delayed supplies without assigning any reason therefor and take action as per the other terms and conditions of this Specification.

IV. 100% payments will be made only after the approval of the test certificates and on receipt of the supplier's bills in duplicate, duly certified by the consignee. If the supplier dispatches materials without prior approval of competent authority and if any demurrage or wharfage or both are incurred by the purchaser they will be debited from the supplier.

8.4 The bills for payment will be passed only after the approval/acceptance of the following.

- 1) Security deposit cum Performance Guarantee for 5% of value of order.
- 2) Attested copy of IT PAN/ **GST Registration certificate**.
- 3) Guarantee & Test Certificates
- 4) Supply of manuals, Spares as stipulated in **Section – VII** Technical.

8.5 The Supplier should dispatch only after getting dispatch instruction from the consignee Superintending Engineer. If the supplier dispatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage of wharfage or both and only the supplier should bear any expenditure arising out of such unapproved dispatches.

9.0. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

9.1 The successful tenderer will have to pay 5% value of the Purchase order (all inclusive) as combined Security Deposit cum performance guarantee in the form as follows within 30 days from the date of receipt of **this** Purchase order. The EMD amount if paid already, shall be deducted from the SD amount to be paid. In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and **the purchase** order will be cancelled. The belated payment of security deposit shall not be accepted. The SD cum PG amount will not carry any interest.

- (i) For value of Purchase order up to Rs.10 Lakhs, SD cum PG **by way of cash at cash counter TTPS (if SD is less than Rs.10,000/-)/ Demand Draft / Banker's cheque / pay order or by way of NEFT / RTGS/ Account transfer to TTPS account.**
- (ii) For value of Purchase order exceeding Rs.10 Lakhs, SD cum PG in the form of Demand Draft / NEFT / RTGS / **Banker's Cheque / pay order / Account transfer to TTPS account/** Irrevocable Bank Guarantee. If the SD cum PG is paid by means of Bank Guarantee, it will be accepted only after the due verification from the Banks.

- 9.2 The security Deposit cum performance Guarantee furnished shall be towards proper fulfilment of the contract as well as towards performance guarantee of the materials supplied. In case of BG, the SD cum PG shall be valid / extended for the entire period of Guarantee.
- 9.3 The Security deposit cum Performance Guarantee against this contract will be released to the contractor only if the contract is completed to the satisfaction of the purchaser.
- 9.4. The Security Deposit cum Performance Bank Guarantee will be returned to the supplier after the expiry of guarantee period after ensuring that defects/ damages during the guarantee period are rectified/ replaced to the satisfaction of the purchaser. 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.
- 9.5. If the performance period of the supplied material is over and some quantity of within guarantee period defective material are still pending for want of repair/replacement then fresh BG equal to the cost of such defective material is to be furnished by the supplier for releasing original SD cum PBG by TANGEDCO (purchaser).
- 10.0. **DELIVERY:**
- 10.1. The materials shall be supplied **WITHIN 3 Months** from the date of receipt of confirmed order.
The tenderer shall quote clear and specific delivery period in their offer.
- 10.2. **The contractual delivery period will not be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period. TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.**
- 10.3. TANGEDCO Ltd reserves the right to cancel the quantities not supplied as per delivery schedule.
- 10.4. TANGEDCO Ltd also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 10.5. TANGEDCO Ltd reserves the right to revise this delivery schedule depending on the actual requirement at the time of placing the purchase order.
- 10.6. To ensure sustained supply without any interruption, **TANGEDCO** reserves the right to place orders among more than one tenderer.
- 10.7. The TANGEDCO Ltd will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the **order**, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TANGEDCO Ltd in addition to the liquidated damages for delay, the actual difference in price whenever the TANGEDCO Ltd orders the delayed quantity to be supplied / executed by other agencies at higher rate.
- 10.8. The actual date of receipt of each material with all accessories **at TTPS Stores** will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
- 10.9. It is the responsibility of the supplier to give 30 days' advance information for inspection, dispatch of materials and other obligations under the terms and conditions of this contract in order to deliver the units within the contractual delivery period quoted /agreed.

- 10.10. 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.
- 10.11. It is the responsibility of supplier / contractor or their transporters to generate e-way bill before transporting goods for prompt delivery at TTPS Stores.
- 11.0 **PLACING OF ORDERS:**
- 11.1. The award of contract will be issued to the successful tenderer with all TANGEDCO Ltd's terms and conditions, duly indicating the approved unit rates and the approximate quantity allotted to them. The approved rates will be FIRM.
- 12.0. **LOSS OR DAMAGE:**
- 12.1. 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**.
- 12.2. If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or 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.
- 12.3. Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification 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.
- 12.4. In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, **GST** (if payable) and other charges payable thereof will be paid only proportionate to the value of materials received in good condition, unless the damaged goods or short supplies are made good free of cost by the suppliers.
- 12.5. 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.
- 13.0. **LIQUIDATED DAMAGES:**
- 13.1. The delivery as specified should be guaranteed by the supplier under the liquidated damages clause given below :
- 13.1.1. It is the responsibility of the supplier to arrange for inspection, despatch etc. in time to keep up the delivery schedule.
- 13.1.2. If the supplier fails to deliver the equipments/ materials within the time specified in the **order** or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT (0.5%) of the All inclusive price of the undelivered equipments/ Materials for each completed week of delay. The total liquidated damages shall not exceed Ten percent (10%) of the All-inclusive price of the equipments / materials so delayed. Only the date of actual receipt of materials at stores will be reckoned as date of delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for inspection, despatch etc. in time to keep up the delivery schedule.
- 13.1.3. 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.

- 13.2. 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 and not on the value of delayed portion only.

- 13.3. 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.
- 13.4. 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.
- 13.5. Tenderer's not giving clear and specific acceptance to the above clauses is liable to be rejected.
- 13.6. 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.
- 13.7. 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.
- 13.8. The TANGEDCO Ltd will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the **order**, notwithstanding its rights to claim Liquidated Damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.
- 13.9 The actual date of receipt of each material at TTPS Stores with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
- 13.10 The penalty, if any, will be recovered from any amount due to the contractor either in this purchase order / contract or any other Purchase Order / contract placed on him, including SD, Retention amount, Balance amount etc.

14.0. **FORCE MAJEURE:**

- 14.1. 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 **notifies** within 15 days from the occurrence of such delay.

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.

14.2. 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.

14.3. 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.

15.0. **GUARANTEE:**

15.1. The equipments / materials to be supplied by you shall be guaranteed for satisfactory operation for a period of **12 months from the date of commissioning or 18 months from the date of supply whichever is later subject to an overall guarantee period of 24 months from the date of supply** under normal and proper conditions of service and maintenance. The certificate in triplicate may be enclosed with invoice duly specifying the corresponding HSN Code or sent in advance. If during the above period any of the equipment / materials supplied by you are found defective in materials or workmanship, the same shall be rectified or replaced by you at destination free of charge. The defective equipment / material will have to be taken back at your own cost and risk.

15.2. The tenderers shall guarantee among other things, the following:

- i) Quality and Strength of materials used.
- ii) Safe electrical and mechanical stresses on all parts of the equipments/ materials under all specified conditions.
- iii) Performance figures given by the tenderers in the Schedule of Guaranteed technical particulars.

16.0. **REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:**

16.1. 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.

- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.,
- 17.0. **FAILURE TO EXECUTE THE CONTRACT:**
- 17.1. Suppliers failing to execute the order placed on them to the satisfaction of the TANGEDCO Ltd under the terms and conditions set-forth therein, will be liable to make good the loss sustained by the TANGEDCO Ltd, 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 and forfeiture of security deposit etc.,
- 18.0. **NON-ASSIGNMENT:**
- 18.1. The supplier shall not assign or transfer the contract or any part thereof without the prior approval of the Purchaser.
- 19.0. **EFFECTING OF RECOVERIES:**
- 19.1. 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.
- 20.0. **PATENT RIGHTS ETC:**
- 20.1. 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.
- 21.0. **JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT):**
- 21.1. No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in Madras the High Court, Madurai Bench or District Court at Tuticorin or Sub-Court at Tuticorin or at the District Munsif Court at Tuticorin. 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. In case any part of the cause of action might arise within the

jurisdiction of any other courts in Tamil Nadu and rest within the jurisdiction of courts outside the state of Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within the state of Tamil Nadu and no other court outside the state of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful tenderer shall furnish an undertaking as per schedule in non-judicial stamp paper of Rs.80/- agreeing to the above condition.

22.0. **ARBITRATION ACT NOT TO APPLY:**

22.1. The TANGEDCO Ltd 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.

23.0. **TEST AT SITE:**

23.1. The purchaser reserves the rights of having such tests or may decide up on being carried out at site at his own expenses to satisfy himself that the materials have not suffered any damage during transit.

24.0. **RESPONSIBILITY:**

24.1. 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.

25.0. **MAXIMUM WEIGHTS AND DIMENSIONS OF PACKING :**

25.1. 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.

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

26.0. **INSPECTION:**

The authorized representatives of the purchaser shall have access to the supplier's or sub-vendor's works at any time during working hours, for the purpose of inspecting the manufacture of the materials and for testing the selected samples from the materials covered by this specification. The supplier or the sub-vendor shall provide facilities for the above.

Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address to enable inspection by TANGEDCO if considered necessary.

Not less than 30 days advance intimation shall be given about the quantity of materials that will be ready for inspection by the TANGEDCO's officers/ Third Party Agency authorized by the TANGEDCO. The arrangement for inspection shall be made by suppliers in such a way that the delivery schedule is kept up. The materials shall not be dispatched without instruction from TANGEDCO.

27.0. **COMPLETENESS OF TENDER:**

27.1. 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.

28.0. **INTERCHANGEABILITY:**

28.1. All similar parts and removable parts of similar items shall be interchangeable with each other.

29.0. **QUANTITIES:**

29.1. 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, 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.

30.0. **ELECTRICITY RULES:**

30.1. 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.

31.0. **MATERIALS AND WORKMANSHIP:**

31.1. 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.

31.2. 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.

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

31.4. 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.

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

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

32.0. **RECOVERY OF DUES:**

32.1. The TANGEDCO Ltd is empowered:

- a). To recover any dues against this contract in any bills/ Security Deposit/ Earnest Money Deposit / **Permanent E.M.D.** due to the suppliers either in this contract or any other contract with TANGEDCO Ltd.
- b). To recover any dues against any other contracts of the suppliers with TANGEDCO Ltd, with the available amount due to the supplier against this contract.

33.0. **PAST PERFORMANCE:**

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

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

34.0. **CLIMATIC CONDITIONS:**

The materials are for use in T.T.P.S, Tamil Nadu and should be satisfactory for operation under tropical conditions in Tuticorin.

- a. The ambient temperature will be within the range of +10°C to +50°C
- b. The altitude will be less than 1000 Metres.
- c. Maximum atmospheric humidity will be in the range of 95%.
- d. Average number of thunder storm days per annum is 65.
- e. Average number of dust storm days per annum is 5.
- f. Average number of rainy days per annum is 65.
- g. Average annual rainfall is 10.00 cm.
- h. Climatic conditions are prone to wide variation in ambient condition and equipments offered under this specification shall be suitable for installation at the Sub-Station in TTPS or other P.H.
- i. All electrical devices shall be given tropical and fungicidal treatment. Fog, smoke and mild acids are also present in the atmosphere.

35.0. **RAW MATERIALS:**

- 35.1 It is the responsibility of the tenderer to make his own arrangement to procure the necessary raw materials required for the manufacture.

36.0 **TEST CERTIFICATES:**

The test certificates in triplicate for the materials furnishing the results of the tests as per latest issue of ISS shall be forwarded and got approved before the materials are dispatched. In addition to the tests called for in the specification, the purchaser reserves the right of having such tests as he desires carried out at his own expenses to satisfy himself that the materials conform to the requirements of this specification. The materials may be rejected if the test results are not satisfactory. The type test certificates (Photostat Copies) as per latest ISS / International Standards such as IEC shall be furnished with the tender for reference.

SPECIFICATION NO. CE / TTPS - 3051-S/2022-23
SECTION - VI - FORMATS
SCHEDULE-A
PRICE BID

(Price to be quoted in BOQ Excel Sheet by downloading
and the same should be uploaded)

Name of Work:

Sl. No	Description	Qty.	Unit Price in Rs.				FOR (D) ** PRICE IN Rs.
			Ex-Works	*P&F in (percent age)	F*I in (percent age)	GST in (percent age)	Unit Total (including P&F, F&I and applicable GST)
1.	Supply of Seamless pulverized fuel pipes of SA 106 Grade 'B' (pipe size 457.2mm OD and 12.7mm thick) as per technical specification. Material : SA 106 Grade 'B' Seamless. As per SECTION-VII TECHNICAL SPECIFICATION	60 Metres	To be quoted on-line in BOQ				

Company Seal:

Signature :
Designation :
Company :
Date :

NOTE:

- 1) The all inclusive price shall be considered for evaluation of bidders. The all inclusive price shall include (Ex works price + P&F+ Freight and Insurance) + GST + any other charges (if any)
- 2) The evaluation will be done only based on the GST rates quoted by the bidders.
- 3) While quoting the rates the bidder shall indicate the HSN Code (Harmonized System Nomenclature code) for all the tendered items as per GST Act.

*P&F – Packing and Forwarding; F*I – Freight and Insurance;

** For supply at the Destination stores at TTPS/Tuticorin in Tamil Nadu.

SCHEDULE-B
SCHEDULE OF MATERIALS AND DELIVERY PERIOD
 (To be filled in by the Tenderer)

Sl.No.	Description	Qty.	Delivery Period
			From the Date of Receipt of Purchase Order.

Company Seal:

Signature :
 Designation :
 Company :
 Date :

SCHEDULE – 'C-1'
DEVIATION FROM TECHNICAL SPECIFICATION

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

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:

Signature :
Designation :
Company :
Date :

SCHEDULE – 'C2'
DEVIATION FROM COMMERCIAL SPECIFICATION

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

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:

Signature :
Designation :
Company :
Date :

SCHEDULE-D

STATEMENT OF SUPPLY ORDERS - EXECUTED / UNDER EXECUTION DURING THE PAST THREE YEARS AS ON THE DATE OF TENDER

NAME OF EQUIPMENT / MATERIAL:

Sl. No.	Name & Address of the Organization	PO No. & Date	Qty.	Value of Order in Rs. Lakhs	Schedule Date of Completion of Order.	Actual Date of Completion of Order.
1	2	3	4	5	6	7

Company Seal:

Signature :
Designation :
Company :
Date :

SPECIFICATION NO. CE / TTPS - 3051-S /2022-23

SCHEDULE – E

DECLARATION FORM

(To be signed by the tenderer)

Strike off, whichever is not applicable:

To
The Chief Engineer,
Tuticorin Thermal Power Station,
Tamil Nadu Generation and Distribution Corporation,
Tuticorin - 628004, Tamil Nadu

Dear Sir,

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.

1. We hereby guarantee the particulars entered in the schedules attached to the Specification.
2. In accordance with the Security cum Performance guarantee clause-9.0, Section-V, of the specification, we agree to furnish security deposit cum performance Guarantee to the extent of 5% of the Contract value (All-inclusive price) of each and every indent issued during the contract period till the expiry of the Guarantee.
3. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

PLACE	:	SIGNATURE	:
DATE	:	DESIGNATION	:
COMPANY SEAL	:	COMPANY	:

SCHEDULE-F

UNDERTAKING FOR PAYMENT OF DUES TO TNEB

THIS DEED OF UNDERTAKING EXECUTED AT..... ON THIS
THE.....DAY OF..... (MONTH) TWO THOUSAND TWENTY TWO
BY M/s.

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

TO AND IN FAVOUR OF..... THE TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED, a Body Corporate, incorporated under Companies Act 1956, having its office at TTPS, Tuticorin-628004, herein called the "TANGEDCO" (which expression shall where the context so admits mean and include its successors in office and Assigns.)

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

NOW THIS UNDERTAKING WITNESSETH that the Board is empowered to recover any dues against this contract in any bills / Security Deposit / E.M.D. due to the Tenderer either in this contract or any other contracts with the Board. Further, the Tenderer hereby authorizes the Board to recover, any dues against any other contract of the Tenderer with the Board with the available amount due to the Tenderer against this contract.

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

SIGNATURE OF THE TENDERER.

NAME :
DESIGNATION :
DATE :
COMPANY SEAL :

SCHEDULE -G
Self - Declaration

To be filled up and signed with company seal in the below format or in the company letter head

Date:

To,

The CHIEF ENGINEER,
TTPS,
TUTICORIN – 628 004.

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

Tender Reference No: CE/TTPS/OT.No.3051-S/2021-2022

Name of the tender: E-Procurement of **Supply of Seamless pulverized fuel pipes of SA 106 Gr 'B' (pipe size 457.2mm OD and 12.7mm thick)**

Dear Sir,

I/We _____ hereby accept to pay / authorize the TANGEDCO to recover the amount from our pending bills equivalent to EMD Rs. _____ (Rupees _____ (IN WORDS) together with costs if any, in the event of non-fulfilment of breach of any of the tender conditions by the tenderer as mentioned here under i.e in all cases where EMD paid shall be forfeited along with applicable GST.

- 1) Withdrawing his tender before the expiry of validity Period (OR)
- 2) Withdrawing his tender after acceptance (OR)
- 3) Violating any of the conditions of the tender issued by the competent Authority.

I/We _____ also aware that the self declaration (duly filled up and signed) is not uploaded, the offer will be summarily rejected.

SIGNATURE
NAME IN BLOCK LETTERS
SEAL OF THE COMPANY.

Note: Those who claim EMD exemption by enclosing UDYAM Registration certificate should compulsorily enclose/upload Duly filled and signed in the above Self Declaration form or in the company letter head , otherwise the offer will be summarily rejected.

SCHEDULE-H

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

This undertaking executed at on this..... (Date)..... (Month) **TWO THOUSAND TWENTY TWO** by M/s. Registered under Companies Act, 1956 having its registered office at hereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and in favour of Tamil Nadu Generation and Distribution Corporation Limited, a Body Corporate, incorporated under Companies Act 1956, 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 a contract for the supply of..... has been awarded in favour of the contractor under the Purchase Order No. Dated.....

AND WHEREAS in accordance with terms of the above mentioned Purchase Order, the contractor has to furnish an undertaking to the effect 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 Madras High Court, Madurai Bench or District Court at Tuticorin or Sub-court at Tuticorin or at the District Munsif Court at Tuticorin as the case may be.

IN CONSIDERATION of the TANGEDCO having agreed to accept the undertaking the contractor 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 Madras High Court, Madurai Bench or District Court at Tuticorin or Sub-Court at Tuticorin. Or at the District Munsif Court at TUTICORIN as the case may be. 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 might 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 on proceedings shall be instituted in a Court within the State of Tamilnadu and no other Court outside the State of Tamil Nadu shall have jurisdiction.

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:

SIGNATURE :
DESIGNATION :
COMPANY :
DATE :

WITNESSES:

- 1)
- 2)

SCHEDULE - I

TENDER ACCEPTANCE LETTER (e – tender)

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

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To

The Chief Engineer,
Tuticorin Thermal Power Station,
Tamil Nadu Generation and Distribution Corporation,
Tuticorin - 628004, Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No: **3051-S, Opening Due on 20.07.2022**

Name of Tender/Work: **Supply of Seamless pulverized fuel pipes of SA 106 Gr 'B' (pipe size 457.2mm OD and 12.7mm thick)**

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

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

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure(s), schedule(s), etc..) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security cum Performance guarantee clause-9.0, Section-V, of the specification, we agree to furnish security cum performance guarantee to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.
8. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

SCHEDULE-J

Declaration to be submitted by the L1 bidder in Non Judicial Stamp Paper of value not less than Rs.80/-

To

Date :

The Chief Engineer,
Tuticorin Thermal Power Station,
Tuticorin – 4.

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN _____ in State of _____. Our applicable GST @_____ % **Extra** / GST @_____ % **Inclusive** against this **Tender specification No. / Enquiry No** _____, dt. _____ is under HSN / SAC code _____.

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 of _____% as rebate in my awarded price against input tax credit benefit.

(OR)

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this **Tender specification No. /Enquiry No** _____,dt. _____. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.

Signature of bidder with Company Seal

Note :

1. Each page should be signed.
2. Bidder may strike out the para not applicable.

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
TUTICORIN THERMAL POWER STATION

SPECIFICATION NO: CE/TTPS - 3051-S

SECTION-VII
TECHNICAL SPECIFICATION

(To be signed with company seal on letter head and should be uploaded alongwith drawing, if drawing is required)

DESCRIPTION OF MATERIAL:

Sl. No.	Description	Quantity
1.	<p>Supply of Seamless pulverized fuel pipes of SA 106 Grade 'B' (pipe size 457.2mm OD and 12.7mm thick) as per technical specification.</p> <p>The pipe should be supplied in the Length of 5 to 7 Metres each.</p> <p>Material : SA 106 Grade 'B' Seamless.</p> <p><u>Note</u> : Tolerance $\pm 5\%$ in length is acceptable. However no payment will be made if supply is excess over the allowable length. If shortage is noticed the payment will be made for the actual quantity supplied.</p>	60 Mtrs.

CHIEF ENGINEER,
T.T.P.S./TUTICORIN – 4.

17.05.2022