

TAMILNADU POWER GENERATION CORPORATION LIMITED (TNPGL)

TENDER SPECIFICATION

(THROUGH E-TENDERING)

FOR

MTPS-II (1X600MW) - S&I – Procurement of Double Acting Smart Positioner – 08 Nos

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

DUE ON 08.04.2025

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

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

TENDER SPECIFICATION
SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25
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**INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER
(NIC PORTAL)**

Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify for opening of price bid. In this document the terms “bidders” and “vendors” mean one and the same.

The bidders are required to submit soft copies of their bids electronically on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the TAMILNADU GOVERNMENT E PROCUREMENT Portal, prepare their bids in accordance with the requirements and submitting their bids online on the TAMILNADU GOVERNMENT E PROCUREMENT Portal. More useful information for submitting online bids on the TAMILNADU E GOVERNMENT PROCUREMENT Portal may be obtained at: <https://tntenders.gov.in>

1.0	REGISTRATION: Bidders are required to enroll on the e-Procurement module of the TAMILNADU Government E procurement Portal (URL: https://tntenders.gov.in)
1.1	By clicking on the link “ Online bidder Enrollment ” on the TAMILNADU GOVERNMENT E -PROCUREMENT Portal which is free of charge.
1.2	As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
1.3	Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the TAMILNADU E PROCUREMENT Portal.
1.4	Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(DSC) (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.
1.5	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.
1.6	Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.0 CONTACT PERSONS:

For queries related to registration and Web Portal for online bidding (NIC): E-mail : support.etender@nic.in Contact No. : 044 – 24466495 24902580 Extn:332 24917850	For queries related to tender specification: 1) Executive Engineer/S&I/MTPS-II Contact No. 9445060151 Email: eesimtps2@tnebnnet.org
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3.0 SYSTEM REQUIREMENT:

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

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

<https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>

4.0	SEARCHING FOR TENDER DOCUMENTS:
4.1	There are various search options built-in in the TAMILNADU GOVERNMENT E-PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E - PROCUREMENT Portal.
4.2	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 TAMILNADU GOVERNMENT E-PROCUREMENT Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender documents.
4.3	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.

5.0	PREPARATION OF BIDS:
5.1	Bidder should take into account any corrigendum published on the tender document before submitting their bids.
5.2	Please go through the tender advertisement 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.
5.3	Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule 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. One hard copy of the electronically submitted bid documents along with original bond / NJS wherever applicable shall have to be submitted to the SE/ P&A / MTPS-II within three days after opening of the E-tender.
5.4	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. However, <u>applicable BQR evidences must be submitted as per Tender Specification.</u>
5.5	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 mentioned in the different sections in the tender document.
6.0	INSTRUCTIONS BEFORE PROCEEDING FOR ONLINE PAYMENT
	NIC has made an arrangement with the State Bank of India for providing its online payment gateway services through State Bank Multi Option Payment System (SBMOPS) in the eProcurement portal (GePNIC©) for receipt of the Tender Fee,

Earnest Money Deposit (EMD) and others as well as the refund of Tender Fee, EMD, etc. as per pre-defined policies/procedures.

1. Prior to the initiation of online payment in the portal :

- Bidders are advised to check Exemption details and are to be ready with corresponding exemption certificate which need to be uploaded in the portal.
- Bidders are also advised to be ready with necessary bank guarantee if any.
- The fee exemption may be there for Tender Fee or EMD or for both as indicated in the NIT / Tender document.
- The bidder is allowed to submit the Bank Guaranty against EMD. The details of exemption will be indicated in the NIT / Tender Document.
- The Total Amount to be paid has to be calculated taking into account the Tender Fee Exemption and EMD Fee Exemption. The Total amount to be calculated as follows :-

Tender Fee (A) = Actual Tender Fee – Tender Fee Exemption if any

EMD (B) = Actual EMD – EMD Exemption if any

Total Amount to be paid = Tender Fee (A) + EMD (B) + Other Fees if any

- **The Total Amount has to be paid in a Single Transaction.**
- Bidders are also advised to check their account transaction limit, transaction approval requirements etc prior to initiation of online payment.

2. The online payment gateway facilitates two modes of payment Net Banking (SBI and 61 other banks) as well as NEFT / RTGS Challan Mode payment.

3. For timely bid submission, payment through Net Banking option may be used as payment gateway provides speedy response to the e-Procurement portal.

4. Bidder may avail NEFT / RTGS Challan Mode if any transaction limit is there in using Net Banking. However, NEFT / RTGS Challan Mode will take considerable time to report about the successful payment of the Challan to the e-Procurement portal.

5. Bidders are advised that payment (Tender Fee, EMD, etc.) should be made at least 2 days in advance, before the tender closing date/time to avoid last-minute hassles.

	6. As soon as the payment status is updated as 'Success' on the e-Procurement Portal, the bidder will be allowed to freeze the bid which concludes bid submission process. For getting speedy payment response as success, bidder can avail both payment modes viz. Internet bank (SBI / Other Banks) and NEFT/RTGS Challan. As soon as first successful status is received in the eProcurement portal, bidder can Freeze the bid. If any other payment made by the bidder through other modes will be refunded by the Bank as per SBI MOPS policy 7. After making a successful payment, if the bidder didn't complete the bid submission process or Freeze the bid by following due process, such bid will be considered as invalid and the total Fee/Amount (Tender Fee, EMD etc.) paid will be automatically refunded to the bidder's account on the completion of Bid Opening (Technical Bid Opening) process by the Tender Inviting Authority. 8. If the bidder withdrew its bid within due date & time then also the bid will be considered as invalid bid. In such cases, Total Fee/Amount (Tender Fee, EMD etc.) will be automatically refunded to bidders account on the completion of Bid Opening (Technical Bid Opening) process by the Tender Inviting Authority.
7.0	PROCEDURE FOR SUBMISSION OF BIDS:
7.1	Bidder should log- in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
7.2	The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
7.3	Bidder should prepare the EMD as per the instructions specified in the tender document. After confirming the EMD paid amount / Exemption uploaded, then only the system will allow to submit the technical and financial bids.
7.4	Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc). No other cells should be changed. Once the details have been completed, the bidder should save it

	and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
7.5	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.
7.6	All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
7.7	The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
7.8	Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
7.9	The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
7.10	In all cases, bidder should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.
7.11	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
7.12	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
7.13	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
7.14	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

7.15	TNPGCL reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
7.16	The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
7.17	Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.
7.18	Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.
7.19	No deviation to the technical and commercial terms & conditions are allowed.
7.20	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 atleast 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
7.21	The TNPGCL 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 TNPGCL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.
8.0	LATE BID: The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.
9.0	MODIFICATION AND WITHDRAWAL OF BIDS:
9.1	Bidders may modify their bids online before the deadline for submission of bids.
9.2	In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw

	his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
9.3	No bid may be modified after the deadline for submission of Bids.
10.0	ASSISTANCE TO BIDDERS:
10.1	Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
10.2	Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk. It may be noted by the bidders that NIC is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TNPGL and the successful bidder(s) subsequent to the bidding process.

TAMILNADU POWER GENERATION CORPORATION LIMITED (TNPGL)

Mettur Thermal Power Station-II / Mettur Dam – 636 406.

NOTICE INVITING TENDER

1	Tender Specification No.	CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25		
2	Name of Materials & Quantity indented	Procurement of Double Acting Smart Positioner – 08 Nos		
	Sl.No	Dercription of Materials	Qty	
	1.	Double Acting Smart Positioner Make : ABB or it's equivalent Model : V18345-1010521001 Input : 4 - 20 mA, Smart Positioner Out put : Double acting Safe Position : Fail Freeze Cable entry : 1/2" NPT Air Pipe : 1/4 " NPT Body Material : Aluminium Ambient Temp. : Up to 80 Deg C *Along with Mounting bracket assembly and Linkages	8 Nos	
3	Quantity	Sl. No.2 as above		
4	Method of Tender	E –Tender / Two Part System (Online submission of Part I - Techno-Commercial Bid and Part – II - Price Bid through Website) https:// tntenders.gov.in		
5	(a) Earnest Money Deposit (EMD)	i) Rs.8,200/- (Rupees Eight Thousand and Two Hundred only). EMD to be paid through online payment gateway only. The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in) Any other transaction made to TNPGL will not be accepted. Scanned copy of the E-receipt duly reflecting the UTR (or) e-procurement reference number (or) Bank reference number shall be uploaded (or) ii) Bank Guarantee in lieu of EMD for Rs.8,200/- for one year		
	or (b) Permanent EMD	Tender Value (PEMD holder) of Rs.20 Lakhs and above are eligible to participate in this tender as detailed in Section-I		
	or (c) SSI units	SSI units located inside the State of TAMILNADU are eligible for exemption of EMD against submission of documents as detailed in Section-I		

6	BQR	Applicable as per section II
7	URL for online bid submission for e-tender	https://tntenders.gov.in
8	Last date for submission of EMD	07.04.2025 @ 12.00 Hr.
9	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	07.04.2025 upto 14.00 Hrs.
10	Date & time of opening of tender electronically	08 .04.2025 @ 14:30 Hrs.
11	Specification at website	The tender specification will be placed at the following website (i) TNPGL(erstwhile TANGEDCO) website(www.tangedco.gov.in) (ii) https://tntenders.gov.in The Prospective bidders may download the same at free of cost
12	Documents to be uploaded by the Tenderers during e-submission	Schedules A to G and Annexure I to IX and other documents whichever is applicable.
13	Tenders during e-submission	Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station – II, Mettur Dam – 636406.
14	Place at which tenders will be opened	Office of the Executive Engineer, Spares & Inventory, Mettur Thermal Power Station – II, Mettur Dam – 636406.

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

Sd/-xxxxxx

Superintending Engineer /P&A/MTPS-II
For CHIEF ENGINEER
MTPS-II / METTUR DAM.

Copy to the Superintending Engineer/ES/MTPS-II.

Copy to the EE/ C&I Division/MTPS-II w.r.to the Indent No.22, Dt: 28.11.2024.

Copy to the Financial Controller/MTPS-II.

Copy to the EA to Chief Engineer/MTPS-II.

Copy to the EA to Superintending Engineer/P&A/MTPS-II } for display in notice board.

SECTION – I

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

EARNEST MONEY DEPOSIT

1.0	Tenderer should pay the specified amount towards Earnest Money Deposit as follows: Earnest Money Deposit: Rs.8,200/- (Rupees Eight Thousand and Two Hundred only) to be paid through online payment Gateway mode. Scanned copy of the E-receipt duly reflecting the EMD Transaction shall be uploaded.
2.0	a(i) The online payment Gateway has been enabled for TNPGL in TN Tenders portal (www.tntenders.gov.in). All the payments for the tenders like Earnest Money Deposit will be carried out by the Tenderer only through online payment mode. Any other transaction made to TNPGL will not be accepted. The Earnest Money Deposit amount should be the exact amount and no excess or less amount should be transferred through online payment gateway services of State Bank of India (SBI). If excess or short, the tender status will be shown as invalid. The Earnest Money Deposit payment to be made only single payment. The bidder may avail NEFT/RTGS Challan Mode if any transaction limit is there in using Net Banking. However, NEFT/RTGS Challan Mode will take considerable time to report about the successful payment of the Challan to the e-Procurement portal, bidders are planned such a way to pay the EMD accordingly to avoid any delay in bank confirmation. After getting success status of EMD only, the bidder can submit the bid. (OR) a(ii) Tenderer should furnish Bank Guarantee for the specified EMD amount with a validity for a period of one year, obtained from the nationalized or Scheduled Bank as per the format enclosed in Annexure –V The scanned copy of the BG shall be uploaded in the EMD document. The original Bank Guarantee for the EMD amount should be submitted before the due date and time of opening of bids at the office of SE/P&A/MTPS-II. (OR) b. The Tenderers who are having valid Permanent EMD with TNEB/TNPGL for an amount as mentioned below are exempted from payment of Earnest Money Deposit against this tender and are eligible to participate in the tender.

	PEMD Slab For Tenders of value		
	a	Rs. 2,00,000/-	In case of all Iron and steel materials, main producers (Government of India Undertaking only) for procurement Iron & Steel materials.
	b	Rs.20,00,000/-	Not exceeding 10 Crores
	c	Rs.40,00,000/-	Not exceeding 50 Crores
	d	Rs.1,00,00,000/-	All tenders without any monetary limit
	Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. However, the PEMD holders should also upload an undertaking in a Non-Judicial Stamp paper of value not less than Rs.500/- in the form as per Annexure-I to the effect to pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. The existing PEMD holder for Rs.20, 00,000/- are eligible to participate in the tender only for the value of tenders not exceeding Rs.10 Crores. The existing PEMD holder for Rs.5,00,000/- are not eligible for participating in the tender unless they pay the differential amount for the new PEMD slab. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNPGL 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. (OR) c.SSI units located inside the State of TAMILNADU are eligible for exemption of EMD against submission of documents as detailed in clause (3.0) of this section		
2.1	The EMD will not carry any interest.		
2.2	Any other mode of payment of EMD shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the Government portal.		
3.0	The following categories of tenderers are exempted from payment of Earnest Money Deposit: a) Micro and Small Enterprises located within the State of TAMILNADU are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate' or any other valid registration certificate/proof as notified by the Government of India in respect of the items manufactured by them for participation in the tenders floated by the Government Departments, State Public Sector Undertakings,		

Statutory Boards, Local Bodies, Co-operatives, Universities and Societies formed by the Government and whenever it is deemed necessary, the procuring entity may inspect the unit and satisfy themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors. Exemption of EMD will be permitted only if the registration pertains to the specific nature of work.

b) Departments of the Government of Tamil Nadu.

c) Undertakings and Corporations owned by the Government of Tamil Nadu.

d) Labour Contract Co-Operative Societies.

NOTE:

1) An undertaking shall be furnished by the successful bidders that they would pay penalty an amount equivalent to Earnest Money Deposit/Security Deposit or an amount equal to the actual loss incurred by the procuring entities whichever is less in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.

2) The SSI units located outside the State of TAMILNADU are NOT eligible for exemption from payment of EMD against Udayam Registration Certificate even though registered in Udayam Portal for tendered items.

3) The bidders who are exempted from payment of EMD shall furnish an undertaking in lieu of EMD on a non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred Only) to pay an equal amount to EMD in case of non-fulfillment of the conditions stipulated in the Tender Specification/ contract.

4) Conditions for Liable for rejection of bids:

a) Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking

b) Signature of witnesses should be affixed at the end of undertaking along with details of name and address

5) Central and the State Government Departments/ Undertakings and Corporations other than those in TAMILNADU shall have to pay Earnest Money Deposit.

6) Udayam Registration in "Udayam Registration Portal" to obtain an e-certificate viz. Udayam Registration Certificate for **exempted from payment of EMD for Micro and Small Scale Industries, located within the state of TAMILNADU in respect of tendered item.**

Composite Criteria:

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

	<u>Classification of Enterprises:</u> A enterprises shall be classified as a Micro, Small or Medium Enterprise on the basis of the following criteria, namely:- (i) A Micro Enterprises, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees. (ii) a Small Enterprises, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees and (iii) a Medium Enterprises, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees. (Not exempted from EMD) <u>Calculation of Turnover:</u> In calculation of turnover of an enterprise, Exports of goods or services or both shall be excluded while calculating the turnover of any enterprises whether micro, small or medium, for the purposes of classification. However, it is suggested to insist a certificate from Chartered Accountant with UDIN along with the bid from the bidders whose turnover includes export proceed, for ascertaining the turnover achieved on export of goods or services or both and include in the total turnover. Note: i.UDIN is being made mandatory for all Audit and Assurance functions, GST and Income tax audit and all certificates like documents and reports certified/issued by full time practicing Chartered Accountant from 1ST JULY 2019 ii.UDIN is to be mentioned for the audited annual accounts, Annual turnover certificate issued by Chartered Accountant to evidence annual turnover and in any report of Chartered Accountant insisted for other requirement so as to ensure the genuineness of the certificate/report <u>Calculation of Investment:</u> The Plant and Machinery shall have the same meaning as assigned to the Plant and Machinery in the Income Tax Rules, 1962 framed under the Income Tax Act 1961 and shall include all tangible assets (other than land building, furniture and fittings). The cost of certain items specified in the Explanation I to sub – section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in Plant and Machinery. The investment value in Plant and Machinery for the purpose has to be certified by a Chartered Accountant with UDIN and the same is to be uploaded in the bid in case the bidder claims EMD exemption.
4.0	Those tenderers who are exempted from payment of EMD shall upload in lieu of EMD an undertaking in a non-judicial Stamp paper of value not less than Rs.500/- (Rupees Five Hundred only) in the form as per Annexure-I to the effect to pay as penalty an amount

	equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. The State Government, Public Sector Undertakings who are exempted from payment of EMD/Security Deposit should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.
5.0	The tenderers shall upload the audited attested copy of Profit and Loss account / Balance Sheet along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD. In case the investment held by them in Plant and Machinery as per their financial statement of Accounts exceeds Rs.5 Crores, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager / District Industries Centre concerned, the exemption from paying EMD for SSI Units shall not be extended.
6.0	The following should be uploaded by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED. 1. The e-receipt of payment of EMD through online to the NIC common Pool Account 2. The scanned copy of the Bank Guarantee in lieu of the EMD 3. The proof for PEMD with TANGEDCO (TNPGL) with an undertaking in lieu of EMD 4. The proof of exemption of EMD with an undertaking in lieu of EMD and documents in support of investment held in plant and machinery. 5. If the UDIN is not mentioned for the audited annual accounts, annual turnover certificate issued by Chartered Accountant to evidence annual turnover and in any report of Chartered Accountant insisted for other requirements. In addition to uploading the EMD documents as above, the original Bank Guarantee towards EMD as applicable shall be submitted at the office of SE/P&A/MTPS-II before the due date and time for opening of bids, failing which the offer will be SUMMARILY REJECTED
7.0	The Earnest Money Deposit made by Tenderer will be forfeited after e-tender opening if: a) he withdraws his tender or backs out after acceptance

	b) he withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit. c) he violates any of the provisions of these regulations contained herein d) he revises any of the terms quoted during the validity period e) in the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNPGL. f) If the successful tenderer fails to execute the order placed on them to the satisfaction of TNPGL. g) In case of tenderers participating on the strength of exemption 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. h) In case of tenders participating on the strength of PEMD, an amount equivalent to the EMD for this specification will stand forfeited in the event of such tenderer committing any one of the acts listed above.
8.0	Refund of EMD: (i) The Earnest Money Deposit will be refunded automatically to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender. i.e. after technical evaluation (ii) The Earnest Money Deposit will be refunded automatically to the eligible tenderer who have not received the detailed Purchase order. i.e. after issue Of P.O. (iii) The Earnest Money Deposit will be Transferred to TNPGL account in the case of successful tenderer on receipt of detailed Purchase Order and will not carry any interest. The Earnest Money Deposit paid amount will be adjusted in the Security cum Performance Guarantee. (iv) The refund of EMD will be made to the bank account through portal from which EMD is paid by the bidder.

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Superintending Engineer/P&A
MTPS-II/ Mettur Dam-6

SECTION – II
SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25
BID QUALIFICATION REQUIREMENTS (BQR)

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

1.The bidder should have previously supplied Smart Positioner or any C&I instruments to any of the Public sector undertaking / State Electricity Boards / any of the Thermal Power Stations of State or Central Government Organizations in India in a single order of value not less than Rs.2.05 Lakhs, within the past ten years as on the date of tender opening. The bidder shall upload Scanned originals / Attested copy of the purchase order for the above. The date of purchase order will be reckoned for ascertaining the eligibility of the tender.

2.The bidder shall upload the Scanned original / Attested copy of the End User's certificate for the satisfactory performance of the above. In case, the supply was carried out in TNEB/TANGEDCO/TNPGCL/TNPDCL/TNGECL /Joint Venture of TANGEDCO/TNPDCL, the End user's performance certificate will be obtained by the Tender Inviting Authority. However in case of other organizations, End user's certificate should be obtained and uploaded by the bidder during E-Tendering.

Note:

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

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Superintending Engineer/P&A
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SECTION – III

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

REJECTION OF TENDERS

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

- a) The EMD requirements are not complied with.
- b) EMD exemption availed by the SSI units located outside the state of Tamil Nadu.
- c) Not accompanied by undertaking where EMD is exempted / proof for permanent EMD.
- d) Not satisfying any one of the Bid Qualification Requirement as stipulated in Section II.
- e) The tenderers should quote **minimum quantity of 10%** of tendered quantity. The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall be summarily rejected.
- f) Received by Post / Courier / Telex / Telegram / E-Mail/ Fax / any other mode other than e-submission.
- g) Received EMD in any other mode of payment other than online payment / EMD exemption.
- h) Not paid the requisite EMD amount.
- i) From the approved tenderer whose permanent EMD is not adequate for this tender.
- j) From a tenderer whose past performance / Vendor rating is not satisfactory.
- k) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
- l) From any black listed / banned/suspended/debarred/poor performance Firm or Contractor.
- m) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- n) Incomplete and evasive offer.
- o) If the UDIN is not mentioned for the audited annual accounts, annual turnover certificate issued by Chartered Accountant to evidence annual turnover and in any report of Chartered Accountant insisted for other requirements.

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

- a) Non submission of scanned copy of the E-receipt duly reflecting EMD Transaction through online payment.
- b) Not covering the entire scope of supply of materials.
- c) If the declaration as specified in Schedule– G is not signed and enclosed.
- d) With validity period less than that stipulated in this specification.
- e) Not in conformity with TNPGL's Commercial terms and Technical Specifications.
- f) If the EMD Undertaking is not signed / authenticated in all pages of undertaking.
- g) Not submitted in the prescribed format & procedure.
- h) Not containing all required particulars as per Schedule A to G.
- i) Bidders not furnishing the consent for evaluation as per GST norms.
- j) Bidders not furnishing registration under GST.

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Superintending Engineer/P&A
MTPS-II/ Mettur Dam-6

SECTION – IV

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

INSTRUCTION TO THE TENDERERS

1.0	THE TAMILNADU TRANSPARENCY IN TENDERS ACT:
1.1	The TAMILNADU Electricity Board Tender Regulations 1991 and its subsequent amendments thereof are applicable to this tender.
1.2	THE TENDERERS WHO DO NOT FULLFILL THE "BID QUALIFICATION REQUIREMENTS" AS PER SECTION-II <u>NEED NOT PARTICIPATE</u> IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE <u>SUMMARILY REJECTED</u> .
2.0	SCOPE OF SUPPLY:
2.1	The Scope of supply (described in Schedule-A) includes design, manufacture, inspection, testing as applicable, packing, forwarding, and delivery of the materials detailed herein, at MTPS-II Stores / Mettur Dam / Tamil Nadu.
2.2	The quantity indicated in schedule of requirement is approximate. The quantity finally ordered may vary to the extent of 25% either way of the approximate quantity indicated in the Schedule of requirement.
3.0	QUESTIONNAIRE FILLING: <u>A Questionnaire is appended as Schedule-F in this specification for Bid Qualification Requirements, Commercial and Technical details. It is obligatory on the part of the tenderer to furnish all details as per the "Questionnaire". In case, this is not filled up and signed at the bottom of each page of the questionnaire and enclosed with the offer, the Bid will be liable for rejection.</u>
4.0	SUBMISSION OF TENDER OFFER:
4.1	The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.
4.2	The Tender Offer consisting of Schedules – A to G, Annexure – I to IX 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.

4.3	In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be enclosed.
4.4	Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
4.5	The tenderer shall quote not less than 10% of the tendered quantity. The offer of the bidders who have quoted for lesser quantity than the minimum quantity prescribed above shall be summarily rejected.
4.6	The tenderer should furnish the GSTIN numbers in the offer.
5.0	MODIFICATIONS / CLARIFICATIONS TO TENDER DOCUMENTS :
5.1	At any time after the commencement of e-Tender and before the closing of the event, TNPGL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
5.2	In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Superintending Engineer / P&A / MTPS-II will clarify the same.
5.3	If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer / P&A / MTPS-II on the clarifications will be final and binding on the Tender.
5.4	All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
5.5	All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwritings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.
6.0	QUOTATION OF RATES: 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. Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.
7.0	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.

8.0	INCOMPLETE TENDERS: Tender, which is incomplete, obscure or irregular is liable for rejection.
9.0	AMBIGUITIES IN CONDITIONS OF TENDERS
9.1	In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
9.2	The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
9.3	Tenderers shall bear all costs associated with the participation in the e-Tender and the purchaser will in no case be responsible or liable for these costs
9.4	No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
9.5	ONLY MANUFACTURERS MUST QUOTE. Tenders received from Agents / Dealers will not be considered. If the bids are received through Consortium, the same will not be considered and the bids will be rejected.
9.6	The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, telephone and Fax Nos. and e mail Id etc in their tenders so as to arrange inspection by TNPGL, if considered necessary.
10.0	DESTINATIONS-WHERE MATERIALS ARE REQUIRED: The prices quoted should be on FOR Destination basis i.e., Central Stores / Mettur Thermal Power Station-II / Mettur Dam / Tamil Nadu.
11.0	TENDER OPENING:
11.1	OPENING OF TECHNO COMMERCIAL BIDS : a) The Tender offers except <u>Price Bid (Schedule-A) will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Superintending Engineer /P&A/MTPS-II /Mettur Dam, through https://tntenders.gov.in in the presence of tenderer's authorized representative who may wish to be present on the date of opening.</u> b) 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. c) The duly authorized representatives of the Tenderers who are present shall sign the tender opening register. d) The prices should be quoted in Price Bid Section only and should not be furnished in the Techno Commercial bid.

11.2	INFORMATION REQUIRED AND CLARIFICATIONS: a) In the process of examination, evaluation and comparison of tender offers, the TNPGL may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted. b) The TNPGL 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. c) 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. d) After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of TAMILNADU Government. e) 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 TNPGL for rejection of his offer. The TNPGL 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 TNPGL.
11.3	OPENING OF THE PRICE BIDS: a) Price bids (Part-2) of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically by the nominated members at the notified time and date / on the same date. b) If the due of the tender opening is declared as a holiday, the tender will be opened on the next working day at 14.30 hours.
12.0	EVALUATION AND COMPARISON OF THE TENDER OFFERS: The tenders will be evaluated strictly as per the Tamilnadu Electricity Board Tender Regulations 1991 and its subsequent amendments till date.
I	For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price: a) The quoted price will be corrected for arithmetical errors. b) 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. c) In case of discrepancy between the price quoted in words and figures lowest of

	the two will be considered. d) TNPGL opts to purchase goods or services only from the GST registered persons. e) The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code. The evaluation will be done only based on the GST rates quoted by the bidders. f) The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + P&F + Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty. g) 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 h) 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. i) Evaluation for the capacity of material / equipment will be done separately. The rates quoted by the eligible lowest tenderer in the open tender Rate Contract Scheme shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined. All eligible bidders who accept the rate shall be enlisted. j) The evaluation shall include GST applicable as a part of the price, as detailed below and Packing & Forwarding and Freight & Insurance charges. i. In a tender where the tenderers are both from the State of TAMILNADU as well as from outside the State of Tamil Nadu, the evaluation will be done based on the GST. ii. Evaluation done by Item wise only (Total Value) for the supply of materials.
II	In respect of tenders where both supply of goods and services are involved, the respective GST for Services to be rendered shall be taken for evaluation purposes. a) It is the responsibility of the tenderer to make sure to quote the correct rates of GST levies on the material at the time of tendering. If the rates quoted by the tenderer are less / higher, the current rates prevailing at the time of tendering the applicable GST will be taken for the evaluation. b) Any variation in GST due to statutory variation within the contract delivery period shall only be considered. c) In case of delayed delivery, the GST prevailed on the date of actual delivery or the GST applicable on the date of contractual date of delivery whichever is less shall be admitted. d) The rates quoted by the eligible lowest tenderer in the open tender shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined.

13.0	TIE BREAKER : When more than one bidder have quoted same value during bid submission and accepted in Finance Evaluation, Evaluator is allowed to select any one combination of bidder value (i.e. the L1 bidder) to initiate for Financial bid resubmission for Tie break.
14.0	NEGOTIATION : Negotiation will be carried out with the L1 tenderer after opening of tenders through online only. When more than one bidder have quoted same value during bid submission, the bidders are allowed for resubmission of financial bid within the due date and time for the evaluation of L1 Bidder. The L1 bidder has been given time slot for resubmission of Financial Bid (Negotiation) through online within the due date and time provided.
15.0	VALIDITY : 1. The tender offer shall be kept valid for acceptance for period of 180 days from the date of opening of offers. The offers with lower validity period are liable for rejection. 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 TNPGL.
16.0	RIGHTS OF THE BOARD: Rights to reject the tenders:
16.1	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.
16.2	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.
16.3	Notwithstanding anything contained in this Specification, the TNPGL reserves the rights : a) to vary the quantity finally ordered to the extent of 25% indicated in the Tender document. b) to split the Tendered Quantity and place orders on one or more than one firm as per the TAMILNADU Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the public interest. c) to recover losses , if any, sustained by TNPGL, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited. d) to cancel the orders for not keeping up the delivery schedule. e) to vary the delivery period based on the requirement and contingencies at the time of placing the Rate contract. f) to accept the lowest eligible tender. g) to reject any or all the tenders or cancel without assigning any reasons therefor.

	h) to relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the TNPGL.
16.4	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 TNPGL the bidder is found not qualified to satisfactorily perform the contract.
17.0	<u>DEVIATIONS :</u>
17.1	Offers which conform to the Technical & Commercial specifications without deviations will be preferred. However the deviations, if any shall be indicated in the Schedules – B & C only. Any other deviations mentioned elsewhere other than the schedules – B & C of deviations will be ignored and it will be construed that the offer is as per specification.
17.2	The Offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
17.3	No alternate offer will be accepted.
17.4	TNPGL reserves the right not to accept the lowest or any tender.
18.0	<u>BAR OF JURISDICTION:</u> Save as otherwise provided in the TAMILNADU Transparency in Tenders Act 1998, no action taken by any officer or authority under this Act shall be called in question in any court, and no injunction shall be granted by any court in respect of any action taken or to be taken by such officer or authority in pursuance of any power conferred by or under this Act.
19.0	<u>APPEAL:</u> Any Tenderer aggrieved by the order passed by the Tender Accepting Authority may appeal to the superior to the Tender Inviting Authority within 10 (Ten) days from the date of receipt of order.
20.0	<u>TENDER DOCUMENT:</u> 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 TNPGL” and also cancelling the award of contract issued to them.
21.0	<u>STATUTORY CLEARANCE CERTIFICATE:</u> In TNPGL/TANGEDCO from 01.01.2021, the Digital Based Statutory Compliance Services will be integrated with the Bill Processing System. The bills will be processed only after obtaining the Statutory Clearance Certificate from the Online Service Providers.

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Superintending Engineer/P&A
MTPS-II/ Mettur Dam-6

SECTION – V

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

COMMERCIAL

1.0	SCOPE: The Scope of supply of the materials includes Design, manufacture, inspection, testing as applicable, packing, forwarding, insuring and delivery of the materials detailed herein, at Mettur Thermal Power Station -II / Stores / Mettur Dam / Tamil Nadu.
2.0	DETAILS OF CONSTITUTION OF FIRM :
2.1	The tenderers shall furnish documentary evidence for the constitution of the firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of Name, Address, Telephone, FAX Nos. Email, Electricity Board Service Connection No., etc. of the manufacturing plants.
2.2	LEGAL STATUS OF THE FIRM: The Tenderer should furnish necessary document evidencing their legal status of the firm along with their offer.
3.0	DETAILS OF PURCHASE ORDERS ALREADY EXECUTED: 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.
4.0	PLACING OF ORDERS:
4.1	It is not binding on the TNPGL to accept the lowest or any tender. The TNPGL reserves the right to split and place orders for the items with different tenderers and for revising the quantities at the time of placing the orders. The TNPGL reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents.
4.2	The award of contract/placing order will be issued to the successful tenderer with all TNPGL's terms and conditions, duly indicating the approved unit rates and quantity allotted to them.
4.3	The approved rates will be FIRM during the entire duration of the contract.
4.4	Purchase preference to enterprise owned by Scheduled Castes or Scheduled Tribes. (1.0) In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, the tender document shall indicate that five percent of the total requirement in the

procurement shall be awarded to enterprises owned by persons belonging to the Scheduled Castes or Scheduled Tribes in respect of only of the goods manufactured or service rendered by it, if the following conditions are satisfied, namely:

(a) the lowest tenderer is not in enterprise owned by persons belonging to the Scheduled Castes or Scheduled Tribes and

(b) such enterprises are willing to match the price of the lowest tenderer

Note: Necessary Documentary evidence shall be uploaded along with the Technical Bid.

(2.0) As per section 2 of Tamil Nadu Transparency in Tenders Act 1998 (amended and furnished in Tamil Nadu Government Gazette No.576 dated 29 December 2022), "Domestic enterprise" means any enterprise located in the State, which manufactures or produces goods or provides or renders services within the State and which fulfills the criteria to qualify as a micro or small enterprise as may be notified by the Central Government under clause (1) of section 7 of the Micro, Small and Medium Enterprises Development Act, 2006 (Central Act 27 of 2006)"

Further, enterprises owned by Scheduled Castes or Scheduled Tribes (SC/ST) for claiming the purchase preference as per Tender Rule 30C are

1. the enterprises means any domestic enterprises located in Tamil Nadu owned by any person belonging to a SC/ST (or)

2. any domestic enterprise, which is a firm or limited liability partnership, having its registered office and place of business in the State, where not less than three-fourths of the partners belong to the Scheduled Castes or Scheduled Tribes (or)

3. any domestic enterprise, which is a company having its registered office and place of business in the State where,

(i) more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes; and

(ii) the control of the company, as defined in section 2(27) of the Companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes."

Note: "Scheduled Castes" and "Scheduled Tribes" shall have the meanings assigned to them respectively under clauses (24) and (25) of Articles 366 of the Constitution. "State"

	means the State of "Tamil Nadu". The online registration of SSI Units in Udyam Registration Portal is based on self declaration. Hence, in order to claim purchase preference for domestic enterprises belonging to Scheduled Castes and Scheduled Tribes, the supporting documents necessary to evidence the same in respect of each type of domestic enterprise owned by SC/ST are specified below. In case of such domestic enterprise been a sole proprietary firm having registered in Udyam portal located within Tamil Nadu, Udyam Registration Certificate contains the social category of enterprise. However, in order to ensure that no change in social category of enterprise has happened consequent of having registered in Udyam portal, an undertaking from the sole proprietor may be insisted. In case of such domestic enterprise is partnership firm been registered in Udyam portal, social category of enterprise can be ascertained from the community certificate of not less than three-fourths of the partners belong to the Scheduled Castes or Scheduled Tribes along with copy of registered partnership deed. However, a certificate from chartered accountant may also be obtained certifying that no change in social category of enterprise has happened consequent of the said registered partnership deed. In case domestic enterprise is a company having its registered office and place of business in the State, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and the control of the company, as defined in section 2(27) of the Companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes and the same is duly confirmed for the purpose of submission of bid against the provisions of tender specification No.
5.0	PRICE:
5.1	The bidder should quote as per scope of work at FIRM price in Indian Rupees only as per schedule –A.
5.2	The Tenderer's shall quote the Ex-works price, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to MTPS-II / Stores / Mettur Dam / TAMILNADU anywhere in Tamil Nadu. A format for price schedule is given in Schedule 'A'.
5.3	The above breakup details should be clearly indicated in the Schedule- A, in the

	absence of which the offer shall be liable for rejection.
5.4	Unloading the supplied materials at destination Stores should be done by the supplier at his own cost.
5.5	The tender offer should also contain the breakup details as below: a) Unit Ex-works price. b) GST (Percentage & amount) c) Packing & Forwarding, Freight and Insurance charges
5.6	The Freight & Insurance Charges shall be applicable for delivery to Central stores / MTPS-II / Mettur Dam of TNPGL in Tamil Nadu. The above breakup details should be clearly indicated in the Schedule-A, in the absence of which the offer shall be liable for rejection.
5.7	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 TNPGL will not be responsible for the mistake
5.8	All Tests specified if any shall be conducted at TENDERER'S COST.
5.9	The GST should be clearly furnished with (GST (CGST and SGST) or IGST) % in the price mentioning % with input tax credit.
5.10	Offers giving lumpsum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.
5.11	The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed onto TNPGL while quoting the price. Denial of ITC Claim: Invoice is an essential document for TNPGL to avail Input Tax Credit (ITC). TNPGL cannot avail input tax credit from suppliers whose Turnover exceeds Rs.10 Crores without an e-invoice or e-invoiced debit note or e-invoiced credit note. Now as per the advisory, suppliers having annual turnover of Rs.100 crore and above, the e-invoice has to be created within 7 days of issue of Invoice/ Credit Note/ Debit Note.
5.12	GST – E-INVOICE: The Suppliers/Contractors, whose annual turnover exceeds Rs.10 crores, shall raise an e-invoice or e-invoiced debit note or e-invoiced credit note, so that TNPGL could avail Input tax credit under GST. E-Invoice is a system in which B2B invoices are authenticated electronically by GSTN for further use on the common GST portal. Under the electronic invoicing system, an identification number will be issued against every invoice by the Invoice Registration Portal (IRP) to be managed by the GST Network (GSTN).

5.13	The L1 bidder shall furnish the Declaration in respect of passing of Input Tax Credit benefit as per Section 171 of CGST Act as rebate in the price offered. In the event 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 TNPGL, post evaluation of L1 bidder. Necessary format for furnishing the Input Tax credit undertaking as per standard terms of TNPGL (to be submitted by the L1 Bidder in Non-Judicial Stamp Paper of value not less than Rs.500/-) has been included as Annexure IV in the tender document.
5.14	GSTR-2A of TNPGL will be verified to ensure the remittance of GST to Govt., by the supplier in respect of this PO. If the GST remitted by the supplier is found lesser than that claimed from TNPGL, the excess GST paid by TNPGL will be recovered from the supplier, duly adhering regular procedures. The supplier is requested to file the GST returns promptly to avoid delay in processing/payment of invoices. In case of non-filing of GSTR1 by supplier, the SD, EMD and other payments, if any, due to the supplier may be withheld.
5.15	The successful Tenderer shall give an Undertaking to the effect that if low prices are offered to anyone else during the period of one year from the date of order, the same benefit shall be passed on to TNPGL.
6.0	PERMANENT ACCOUNT NUMBER AND GSTIN :
6.1	The Tenderer shall indicate the Permanent Account No. in Schedule 'F' of the specification and should enclose the details of PAN issued by Government of India, Income Tax Department and GSTIN number of the firm with proof with the tender.
6.2	Goods And Service Tax (GST) i) Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 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 and is to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India. ii) The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States / Union Territory would be called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods

and services.

iii) Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs / 10 Lakhs as applicable will be required to register as a normal taxable person.

iv) *GST Registration Number:* TNPGL 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 TNPGL is 33AAKCT7598K1ZI. The details are also posted in TANGEDCO web portal.

v) GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.

vi) *Transaction Value:* The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are-

- a) Supplier and the recipient of the supply are not related.
- b) Price is the sole consideration for the supply.

Vii) Composition Scheme:

Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently Rs.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.

Eligibility for composition scheme:

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

- He is not engaged in the supply of services other than supplies referred to in

	clause (b) of paragraph 6 of Schedule II; • He is not engaged in making any supply of goods which are not leviable to tax under this Act; • He is not engaged in making any inter-State outward supplies of goods; • He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and • He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council. viii) Supply of Service and Goods: When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services a) COMPOSITE SUPPLY: A composite supply is one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value. b) MIXED SUPPLY: A mixed supply is one where the goods or services or a combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution, whichever is less only will be admitted. The bidders should have registered under GST Act and furnish GSTIN. In the event of contractor is within Tamil Nadu, SGST & CGST shall apply and if the contractor is outside Tamil Nadu, IGST shall apply.
7.0	GOODS AND SERVICES TAX:
7.1	The Goods and Services Tax will be paid extra as applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.
7.2	In case of delayed delivery, the GST prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment. It is the responsibility of the tenderer to make sure about the correct rates of duty

	levyable on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TNPGL will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.
7.3	Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TNPGL .
7.4	In case of delayed delivery, the GST prevailed on the date of actual delivery applicable on the date of contractual date of delivery whichever is less shall be admitted.
7.5	The latest GST registration details, applicable GST with input tax credit , with HSN code No etc., attested by a Gazetted Officer / Chartered Accountant / Notary Public valid for the current year shall be enclosed along with the quotation.
7.6	Appropriate rate of GST shall be admitted in lieu of (all taxes and levies replaced by GST) Excise Duty, CST and TNVAT Service Tax etc as per provisions of the rules.
7.7	Any increase due to statutory variation will be admitted only when the supplies are made within the delivery schedule.
7.8	<u>IMPACT OF GST:</u> <u>Any downward variation in basic price while reworking due to GST and the benefit of input tax credit must be passed on to TNPGL.</u>
8.0	<u>INSURANCE:</u> Contracting firms shall arrange insurance for the equipment / materials and all its accessories being supplied by them, through any of the Nationalised Insurance Companies. The equipment/ materials shall be insured to cover transport (from Warehouse) and 60 days storage risk at site. The damages, if any, during transit will be reported within 30 days of receipt of materials. It will be the responsibility of the supplier to replace the defective / damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from Insurance, Under writers/Carriers.
9.0	<u>PACKING & FORWARDING</u>
9.1	The packing shall conform to relevant packing standards. The contractor should however, ensure that the packing is such that the materials reach their destination

	without damage/loss during transit by Rail or Road and subsequent storage. The words "Handle with care" should be printed on the cartons.
9.2	The equipment/materials and all its accessories shall be securely packed and dispatched, 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. <u>The equipment/ Materials shall be unloaded at MTPS-II/ Stores/Mettur Dam/TAMILNADU by the supplier at free of cost.</u>
10.0	PAYMENT:
10.1	Payment for supplies will be made through ONLINE (NEFT /RTGS) on any one of the commercial Bank or their branches in TAMILNADU as may be decided by the Board from time to time. It is requested to furnish the Bank details such as Name of the Bank, Account Number, IFSC Code, Branch details for making payment through online mode as per the instruction vide Note No.CMD/EA/D.03/2020 Dt.10.07.2020 (with effect from 01.08.2020)
10.2	<u>i) For the materials delivered within the contractual delivery period:</u> 100% of the All-inclusive price (including GST) of the materials of each consignment will be paid through ONLINE (NEFT/RTGS) with the stipulation of time period of 45 days (Vendor – SSI units and non SSI units) from the date of receipt & acceptance of materials in good condition at MTPS-II stores/site and submission of Invoice in GST format in duplicate with required documents after deducting recoveries, if any and the same shall be sent to the SE/P&A/MTPS-II for passing the bills. <u>ii) For the materials delivered beyond the contractual delivery period if accepted by the purchaser:</u> 100% of the all-inclusive price (including GST on production of documentary evidence) of the materials after deducting the appropriate amount of LD of each consignment will be paid through ONLINE (NEFT/RTGS) with the stipulation of time period of 45 days (Vendor – SSI units and non SSI units) from the date of receipt & acceptance of materials in good condition at MTPS-II stores/site and submission of Invoice in GST format with required documents after deducting recoveries, if any. iii) In the event of TNPGL failing to keep the stipulated time frame for releasing payment to SSI units and non-SSI units against procurement of material contract, the simple interest will be paid for the delayed period at SBI 3 months MCLR.

10.3	No advance payment / payment thro' Bank or against Proforma invoice will be made.
10.4	In cases of delayed supply, the materials will be accepted subject to the following conditions. a) There should be no declining trend in prices. b) Payment will be released as per the recent purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damages for belated supplies.
10.5	TNPGCL reserves the right to accept or reject the delayed supplies without assigning any reason there for and take action as per the other terms and conditions of this specification. Payments on supply will be made only after the approval of the test certificate and on receipt of the supplier's bills in duplicate, by the Superintending Engineer/ P&A/MTPS-II. The bills for payment will be passed only after the approval / acceptance of the following: i) Security Deposit for 5% value of the order. ii) GST Certificate and PAN copy. iii) Test Certificate iv) Undertaking towards jurisdiction for legal proceedings v) Guarantee Certificate
10.6	TDS on GST i) The Central Government vide Notification No.50/2018 dated 13th September 2018 has notified 1st day of October, 2018 as the date from which the provisions of tax deducted at source (TDS) under GST as per section 51 of the CGST Act, 2017 shall come into force. ii) Accordingly, Tax at the rate of 2% ((i.e. CGST 1% and SGST 1%) or (IGST 2%)) will be deducted from the payment made or credited to the supplier (ie deductee) of taxable goods or services or both from the invoices raised by the suppliers or service providers. iii) The standard operating procedure (SOP) issued by CBIC is available in www.cbic.gov.in/resources//htdocs-cbec/gst/28092018 SOP ON TDS.pdf which can be referred to for further clarification. iv) Exemption from TDS : According to that provision, given under Govt. of India vide Notification No. 61 / 2018. TDS under GST need not be deducted in respect of the supply of goods and services or both from a Public Sector Undertaking (PSU) to another Public Sector Undertaking with effect from 1st day of October 2018. Therefore, no TDS need to be deducted in respect of supplies between Public Sector Undertakings Example: NTECL, NTPC BHEL etc., are owned by Central Government. However TDS provisions will continue to apply for taxable supplies from Government and other private agencies with effect from 01.10.2018.
10.7	Reimbursement of GST

	The release of GST portion to supplier/ Contractor will be done after ensuring the remittances of it to Government ie On satisfactory verification of invoice details on GSTR-2A in the related month, the bills could be processed further.
10.8	Income Tax Compliance – TCS Any person, being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year, shall, at the time of credit of such sum to the account of the seller (or) at the time of payment, whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50 Lakhs as TDS under Section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TNPGL for making the payment. In case the suppliers do not have PAN, TNPGL is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., Any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB. The provisions of this section shall not apply to the transactions on which tax is deductible under any other provisions of the Income Tax Act 1961 and also on the transactions in which Tax is collectible under the provisions of Section 206C. On purchase of goods/materials, TNPGL shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s.206C(1H). TDS u/s 194Q is also applicable on the Advance paid for purchase of goods. In case of works contract wherein supply and erection portions are separable, the value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194Q. On the other charges i.e. erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply. The above provisions comes into effect from 01.07.2021 onwards and hence no TCS under Section 206C(1H) has to be paid by TNPGL on purchase of Goods. Accordingly, TNPGL will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in Annexure A to determine the applicability of TDS rate u/s 206 AB. In case any procurement of goods/materials are made by TNPGL from overseas supplier and the payment is not taxable to the overseas supplier in India, the TDS under section 194Q will not apply.

10.9	VENDOR REGISTRATION : In TANGEDCO / TANTRANSCO, Vendor Registration has come into effect from 01.01.2021 as per TANGEDCO proceedings 311, dated 29.12.2020. The firms must register in the Online Vendor portal https://tinyurl.com/VENDORTNEB for Vendor Registration.
11.0	SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:
11.1	The successful tenderer will have to furnish 5% of order value as Security Deposit cum Performance Guarantee by means of NEFT/RTGS / / Account transfer to TNPGL's Account / Irrevocable Bank guarantee as detailed below:
11.2	The Combined Security Deposit cum Performance Guarantee shall be through NEFT/ RTGS / Account transfer to TNPGL's Account for the value of Purchase Order up to Rs.10 Lakhs. (Rupees Ten lakh).
11.3	The combined Security Deposit cum Performance Guarantee shall be through Electronic fund transfer mode by NEFT / RTGS / Account transfer to TNPGL's Account / Irrevocable Bank Guarantee for the value of Purchase order exceeding Rs.10 lakhs. In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee to 5% of the order value. You are requested to furnish intimation letter immediately with copy of E-payment receipt duly reflecting UTR number for having deposit the S.D. amount.
11.34	The Security Deposit cum Performance Bank Guarantee shall be returned to the supplier after the expiry of guarantee period ensuring that defects/ damages during the guarantee period are rectified/ replaced. If the purchaser incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit cum Performance bank guarantee and such amount that is appropriated will not be refunded to the supplier.
11.4	The successful tenderer/ Supplier will have to furnish the Security Deposit cum Performance Guarantee/ remit the amount in the form of Electronic Mode of Payment within 15 days from the date of receipt of Purchase Order. If the successful tenderer / supplier fails to remit the amount / furnish the Security Deposit cum Performance Guarantee within the above stipulated time, the EMD paid by the tenderer / supplier may be forfeited and Purchase Order may be cancelled without any further reference. Security Deposit cum Performance Guarantee will not carry any interest and the same will be returned on satisfactory completion of guarantee period. The bill will not be passed without SD cum Performance Guarantee. TNPGL also reserved the

	right to accept the belated payment of SD cum Performance Guarantee with levy of penal interest 12% per annum for the delayed period .
11.5	Failure to comply with the terms regarding security deposit cum Performance Guarantee set out in the purchase order within the stipulated time of the successful tenderer will entail in the cancellation of the purchase order without any further reference to the supplier.
11.6	If the performance period of the supplied materials is over and some quantity of which within the guarantee period are still pending for want of repair/replacement then fresh BG equal to the cost of such defective materials is to be furnished by the vendor for releasing original SD cum PBG by TNPGL (purchaser).
11.7	In the event of furnishing Bank Guarantee towards Security Deposit, the validity of the Bank Guarantee if required shall have to be till completion of Guarantee period. In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TNPGL within the date of expiry of the existing Bank Guarantee. In case of failure to submit such extended Bank Guarantee within the due date (Expiry date), TNPGL shall invoke the Bank Guarantee by addressing the Bank directly.
11.8	Further, in the case of Bank Guarantee is extended without any break in period and there is delay in submission of such extended Bank Guarantee, for any reasons, TNPGL shall reserve the right to accept the belated submission of the extended Bank Guarantee by levying penal interest at the rate of 12% per annum for the delayed period of submission. Such penal interest shall be recovered from the service provider's subsequent bill.
11.9	Belated submission of extended BG will not be accepted.
11.10	The Security Deposit cum Performance BG shall be valid till the completion of guarantee period. The Bank Guarantee should be a single Bank Guarantee and should be furnished within 30 days from the date of purchase order. 1) When there is delay in supply, the Bank guarantee towards combined Security Deposit cum Performance Guarantee shall be got extended suitably. 2) No tenderer is exempted from payment of combined Security Deposit cum Performance Guarantee.
11.11	GST on Forfeiture of Security deposits: - GST@18% shall be applicable on forfeiture of Security Deposit (SD) and shall be recovered additionally from the Supplier/Contractor.
12.0	DELIVERY:

12.1	Delivery Period : Supply: Within 30 days from the date of receipt of P.O. The materials will be rejected if it doesn't conform our specification, then the same has to be replaced at free of cost at own risk The delivery period for supply should be specified in your offer.
12.2	PLACE OF DELIVERY: The Central Stores /M.T.P.S-II / Mettur Dam - 6
12.3	The offer from ready stock is preferable
12.4	TNPGCL reserves the right to cancel the quantities not supplied as per delivery schedule.
12.5	TNPGCL also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
12.6	The TNPGCL will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the P.O, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TNPGCL in addition to the liquidated damages for delay, the actual difference in price whenever the TNPGCL orders the delayed quantity to be supplied / executed by other agencies at higher rate.
12.7	The actual date of receipt of each material with all accessories at MTPS-II Stores will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
12.8	The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
12.9	<u>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.</u>
12.10	E-way Bill "E-way Bill is an electronic document to be generated to cover movement of goods more than Rs.1,00,000 and such generation needs to be done in e way bill portal. Consequently transporters of goods are required to carry an e way bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery Challan and also includes the Central Tax, State or Union territory tax, Integrated tax and Cess charged, if any. But it will not include value of freight charges for the movement charged by the transporter. It is the responsibility of Supplier/Contractor to ensure the delivery at the destination stores/ sites of TNPGCL. Therefore, it is the responsibility of the Supplier / Contractor or their transporters to generate e way bill before transporting goods for

	delivery at TNPGL's Premises"
13.0	LOSS OR DAMAGE: i. You are responsible for the safe delivery of the equipments / materials at destination. ii. You are responsible to assess the damages or shortages that occurred in transit and to pursue the claims with the insurers / carriers. iii. External damages and or shortages that are prima facie the results of rough handling in transit or due to defective packing will be intimated within fortnight of the receipt of the materials at site. Internal defects, damages or shortages of any integral parts, which cannot ordinarily be detected on a superficial visual examination, due to bad handling in transit or defective packing would be intimated within two months from the date of receipt of materials at site. In any case the defective parts should be replaced by you free of cost as per clause 18.0 iv. 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. v. 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. vi. In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, Excise duty and 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. vii. For all legal purposes, the materials shall be deemed to pass into the TNPGL's ownership at the destination Stores, where they are delivered and accepted.
14.0	LIQUIDATED DAMAGES:
14.1	The delivery as specified should be guaranteed by the supplier under the liquidated damages clause given below: It is the responsibility of the supplier to arrange for inspection despatch etc. in time to keep up the delivery schedule.

14.2	If the supplier fails to deliver the equipments/ materials within the time specified in the contract/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 delayed / undelivered equipments/ Materials for each completed week of delay. The total liquidated damages shall not exceed Ten percent (10%) of the All-inclusive price of the equipments / materials so delayed. <u>Only the date of actual receipt of materials at stores will be reckoned as date of delivery for this purpose.</u> Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for inspection, despatch etc. in time to keep up the delivery schedule.
14.3	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 TNPGL the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies in terms of such contract within the delivery period specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.
14.4	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.
14.5	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 TNPGL (due to such incomplete supply), liquidated damage will be worked out on the basis of contract price of such meters which could not be beneficially used and not on the value of delayed portion only.
14.6	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 TNPGL, such acceptance is without prejudice to the TNPGL rights to levy liquidated damages for the delay in supply.
14.7	The suppliers are liable to pay the amount of loss sustained by the TNPGL in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TNPGL under the terms and conditions of contract and in the event of placing orders for such quantities on some others at a higher price.
14.8	Tenderer's not giving clear and specific acceptance to the above clauses is liable to be

	rejected.
14.9	If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.
14.10	The defaulting suppliers will be made liable to pay to the TNPGL in addition to liquidated damages for delay, the actual difference in price, wherever TNPGL orders the delayed quantity to be supplied/executed by other agencies at a higher rate. This is without prejudice to other rights under the terms of contract.
14.11	The TNPGL will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the indent, notwithstanding its rights to claim Liquidated Damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.
14.12	In the event of the supplied material is identified as not in conformity with the ordered materials, the supplier will have to supply the intended material at their freight and insurance cost. In respect of such items actual due date of delivery stipulated in the purchase order shall be considered for the purpose of calculating Liquidated Damages, irrespective of the date of check measurement by TNPGL officials.
14.13	GST on LD: Not applicable. GST on LD and penalty if any will also recovered from bills
15.0	FORCE MAJEURE:
15.1	The supplier shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as: a) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be. b) Natural phenomena, such as floods, drought, earthquakes and epidemics. c) Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restriction. d) Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, break down of essential machinery or equipments etc. e) Strikes, slow down, and lockouts. f) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier produces documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply.

	All the provisions of this clause shall apply whether the disruption cause is total or partial in its effect upon the ability of the supplier to perform. NOTE: The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the firm.
15.2	Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TNPGL may at its option terminate the contract by a notice in writing.
15.3	The Power cut shall not be considered under force majeure condition. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay. The Board will also be at liberty to cancel the order if the supply is not completed within the above accepted delivery period notwithstanding the liquidated damages applicable for the belated supplies.
16.0	GUARANTEE:
16.1	The entire materials supplied should be guaranteed for the satisfactory operation and workmanship for a period 18 months from the date of receipt of materials in good condition at site or 12 months from the date of commissioning whichever is LATER, subject to an overall guarantee period of 24 months from the date of supply.
16.2	Any defects noticed during the above period shall be rectified by the supplier free of charge to TNPGL within 60 days on receipt of instruction from the purchaser.
16.3	A written guarantee guaranteeing the TNPGL against any defects in the materials supplied or in the Workmanship should be furnished along with the each bills for payment. This should be operative for the period of 24 months from the date of receipt of materials at site in good condition. Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified/replaced free of cost within two (2) months on receipt of intimation from the purchaser on such defects of failures. If they are not rectified or replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted along with the bills

	themselves.
17.0	TEST CERTIFICATE: Manufacturer's Test certificate to be produced along with supply.
18.0	REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS: (i) Notwithstanding anything contained in the above liquidated damages clause, when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defects/damages either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced at free of cost within two months from the date of receipt of the intimation from the purchaser. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages 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. (ii) If even after such rectification or replacement of the damaged or defective part, if the equipment/materials ordered is not giving the satisfactory performance as per the contract, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss sustained by the Board. (iii) "Notwithstanding any other remedies available, the Purchaser shall be entitled to dispose of the defective/damaged materials in 'as is where is condition' without further notice, if the contractor/supplier fails to rectify the defect and/or replace the damaged materials and/or fails to remove the defective/damaged materials within such period as may be notified by the Purchaser through notice and the sale proceeds of such disposal shall be appropriated towards the dues to the Board such as Liquidated Damages, ground rent, etc. as may be determined by the Purchaser". (iv) 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 TNPGL by the supplier. (v) 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. (vi) 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.
19.0	FAILURE TO EXECUTE THE CONTRACT: Contractors failing to execute the order placed on them to the satisfaction of the TNPGL under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TNPGL, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of penalty under the Liquidated Damages clause.
20.0	NON-ASSIGNMENT: The supplier shall not assign or transfer the contract or any part thereof without the prior approval of the Purchaser
21.0	EFFECTING OF RECOVERIES: Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security Deposit held and / or any other amount due to the supplier from the TNPGL / TANTRANSCO from this Contract as well as from other contracts.
22.0	PATENT RIGHTS ETC. : The supplier shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the supplier other than for the purpose indicated by or reasonably to be inferred from the specification
23.0	JURISDICTION FOR LEGAL PROCEEDINGS: (After award of contract) No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any Court, save in the High Court, Chennai or District Court at Salem or sub-Court at Mettur Dam or at the District Munsif Court at Mettur Dam. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their

	jurisdiction. In case, any part of the cause of action arise within the jurisdiction of any other Courts in TAMILNADU 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 TAMILNADU and no other court outside the State of TAMILNADU shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts. The successful tenderer shall furnish an undertaking as per Annexure-II in a non-judicial stamp paper of Rs.500/- agreeing to the above condition.
24.0	ARBITRATION ACT NOT TO APPLY:
24.1	The TNPGL will not accept any arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provisions of Arbitration and Conciliation Act 1996 in the event of any dispute between the parties.
24.2	The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenders in future.
25.0	RESPONSIBILITY: The Tenderer is responsible for delivery of the materials at the destination station in good condition. The tenderer shall include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. All risks connected with the supply of these materials should be borne by the supplier.
26.0	MAXIMUM WEIGHTS AND DIMENSIONS OF PACKING :
26.1	The supplier is responsible to make sure about the facilities that exist for Road and Rail transport to site, the maximum packages which can be conveyed by the railways and crane lift available at the destination railway station. The supplier is also responsible for any loss or damage during transport and storage for <u>60 days</u> .
26.2	Each case or package should be clearly marked and should contain detailed packing list.
27.0	INSPECTION: Not NECESSARY The materials covered in this order are subject to inspection by TNPGL's Engineers. The expenses connected with the deputation of such inspecting Engineers shall be borne by TNPGL. You shall provide necessary facilities for such inspection. You are requested to intimate the readiness of the materials for inspection at least 15 (Fifteen) days in advance for deputing our Engineer. Despatch Clearance will be given after inspection at your works. The arrangement for Inspection shall be made by the supplier in such a way that the delivery schedule is kept up. The material shall not be dispatched without instruction from

	TNPGCL. Inspection by Engineers shall not absolve you off the responsibility of supplying the materials confirming to the specification. The date of receipt of inspection call letter at MTPS-II and the date of dispatch clearance given shall be excluded in the delivery period.
28.0	COMPLETENESS OF TENDER: The tender should be complete with all details of illustrative and descriptive literature and drawings. The tenderers shall furnish the complete technical details of the equipment/materials. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The tenderer should include all minor accessories even though not specifically mentioned in this specification but which are essential for the completeness of the materials ordered. The tenderer shall not be eligible for extra charges in respect of such minor accessories though not included in the tender.
29.0	INTERCHANGEABILITY: All similar parts and removable parts of similar items shall be interchangeable with each other.
30.0	QUANTITY ALLOCATION : At the time of issuing P.O. for supply of materials, TNPGCL reserves the right to allocate the quantity after ensuring the manufacturing capacity, ability of supply, quantity offered and past performance.
31.0	QUANTITY VARIATION: Not Applicable Variation in the quantity (+) or (-) 5% of the ordered quantity will be accepted for good & sufficient reasons.
32.0	ELECTRICITY RULES: All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply Act and the Indian Electricity Rules there-under unless modified by this specification.
33.0	MATERIALS AND WORKMANSHIP:
33.1	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.
33.2	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.
33.3	The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment/materials.
33.4	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.
33.5	The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment.
33.6	All the equipments should operate without undue vibration and with the least practicable amount of noise.
34.0	RECOVERY OF DUES: The TNPGL is empowered: a) To recover any dues against this contract in the Bills/Security deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with Board. b) To recover any dues against any other contract of the suppliers with Board, with the available amount due to the supplier against this contract. c) To recover the difference in cost of the item, between the price offered by the failed tenderer and the Prospective new tenderer becoming lowest bidder in a fresh P.O issued for the same item subsequently.
35.0	Past Performance:
35.1	The intending tenderers shall furnish the details of various supply orders/work contracts executed by them for the past ten years as on the date of Tendering in the proforma enclosed in the Tender Specification as per Schedule-C along with end user Certificate for satisfactory performance of the materials supplied
35.2	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.
36.0	RAW MATERIALS: It is the responsibility of the tenderer to make his own arrangement to procure

	the necessary raw materials required for the manufacture.
37.0	NEW ENTRANT: Not Applicable 1) The tenderer shall be declared as "New Entrant" who have no previous experience of supply for the tendered items or no satisfactory period of service or no financial turnover but have infrastructure / manufacturing facility as per the Inspection report of Third Party Inspection or TNPGL or TANTRANSCO Engineers. The tenderer who have lesser quantity of supply experience or lesser satisfactory period of service or lesser financial turnover criteria than prescribed in the tender document may also be considered under new Entrant category. 2) The tenderer is eligible to be considered for placement of orders under new Entrant category if the bidder is the evaluated and negotiated L1 tenderer. 3) The tenderers who have been considered under New Entrant category shall satisfy all technical, commercial and BQR conditions except BQR condition of quantity of previous experience of supply or satisfactory period of service or financial turnover criteria. 4) As per BP proceedings No.6, Dated 01.08.2023, the Board approved the right to place order on New Entrant bidder, who is evaluated L1, for entire offered quantity, i.e. without any restriction of placing order for 60% of tendered quantity. In case, more than one L1 New Entrant exists having offered for the entire tendered quantity, the quantity allocation among them may be made equally. In other cases, the quantity allocation may be made in proportion to the offered quantity i.e. (Total tendered quantity/sum of offered quantities by more than one L1) X Offered quantity of respective L1 New Entrant.
38.0	SUPPLY AT LOWER RATES : Not Applicable You shall accept for the condition that if the materials are supplied at lower rates to any other customer within the period of one year from the date of PO, then the lower rates shall necessarily be passed on to the board against this Purchase Order also.
39.0	VENDOR RATING : TNPGL Limited will verify the vendor rating of the bidders from the concerned Thermal Power Stations / Utility. In case the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.
40.0	<u>COMPLIANCE OF ESI & EPF ACT</u> Since Mettur Thermal Power Station-II is covered under ESI & EPF Act, the contractor who desires to take up supply & erection works contracts for and inside the premises of MTPS-II is required to comply with all the relevant provisions stipulated in the ESI Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time.

40.1	The Contractor should take separate ESI & EPF main code number.
40.2	The contractor shall be responsible for the payment of necessary ESI & EPF contributions both Employer's and Employee's contributions as per the provisions of the ESI & EPF Act in respect of the actual workers engaged for the specified erection works.
40.3	The contractor shall submit necessary returns to the ESI & EPF corporation within stipulated time as required under the said ESI Act.
40.4	The contractor should produce the proof of payment of contributions both Employer's and Employee's contributions made to ESI & EPF corporation in order to claim the bills for the respective work at MTPS-II and EPF and ESI will not be reimbursed. The work bill will be claimed only after remittance of both employer's and employee's PF contributions by the contractors. The contractor should absorb the ESI & EPF liabilities in the offered price. The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of TAMILNADU under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
40.5	The contractor shall be fully liable to meet and fulfill all the relevant provisions of the ESI & EPF Act in respect of the execution of the tendered work.
40.6	In case the contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TNPGL has to meet such requirements of the said ACT or Statutory provisions in the capacity of Principal Employer, TNPGL & TANTRANSCO shall make good such requirements, out of money due and payable to the said contractor and further the performance of the said contractor in this regard will be noted for all future contracts of TNPGL.
40.7	It is incumbent on the part of the contractor to see that it shall be his sole responsibility to protect the public and his employees, against any accident from any cause and he shall indemnify the TAMILNADU Power Generation Corporation Limited (TNPGL) against any claim for damages for injury to person or property resulting from any such accident and shall also where the provisions of workmen's compensation act apply take steps to properly insure against any claim there under by way of accident, risk, insurance, demand for all purposes of relief, failing the same or otherwise, Contractor alone will be responsible to meet the compensation awarded under the said act.
40.8	The contractor should satisfy the field Superintending Engineer that Accident Risk Insurance Policy is taken before taking over the site for taking up the work and also to satisfy the field Superintending Engineer, that the policy / policies is /are kept in force till the contract is completed and the works are taken over by the TNPGL, on the issue of

	completion certificate.
40.9	<u>The Contractor shall furnish an Indemnity Bond and certificate agreeing the following points 1 & 2 before taking over the site for taking up the Erection work.</u> 1. The contractor shall indemnify TNPGL against all actions, suits, claims, compensation towards accidents/ death, cost of expenses arising in connection with injuries suffered by persons employed by the contractor whether under the general law of ESI scheme & EPF scheme or any other statutory in force during the period of contract/ and to undertake steps properly to insure against claims there under. 2. For any safety violation and non-compliance of the statutory acts and rules prescribed respectively under factories act 1948 and TNF Rules 1950 made there under the contractor is solely liable for the imposition of penalty. It is to be clearly understood by the contractor that as per the section 101 of the Factories Act, where the occupier and or the manager of MTPS-II is charged by the officials of the Inspector of Factories with offence punishable under the factories act 1948 and TNF rules 1950 for any safety violation by the contractor and his workmen while working, the concerned contractor shall be charged as the actual offender and brought before the court at the time appointed for hearing the charge and shall be convicted of the offence and the occupier and the Manager of MTPS-II will be discharged from liability under this Act, in respect of such offence. The Bidder shall also furnish a Indemnity Bond and certificate for EPF in the format as prescribed in Annexure V while submitting the bills.
41.0	CAUTION: 1. Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms. 2. In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited or 1% of the P.O. value will be levied as penalty in addition to blacklisting them for future tenders / contracts in TAMILNADU Electricity Board Limited. The Guidelines issued in Tamilnadu Electricity Board Tender Regulations 1991 and its subsequent amendments will be followed.

Sd/-xxxxxx

Superintending Engineer / P&A
MTPS-II/ Mettur Dam-6

SECTION-VI - TECHNICAL
(TECHNICAL SPECIFICATION OF MATERIAL)

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

Procurement of Double Acting Smart Positioner – 08 Nos

Sl.No	Description of Material	Qty
1.	Double Acting Smart Positioner Make : ABB or it's equivalent Model : V18345-1010521001 Input : 4 - 20 mA, Smart Positioner Out put : Double acting Safe Position : Fail Freeze Cable entry : 1/2" NPT Air Pipe : 1/4 " NPT Body Material : Aluminium Ambient Temp. : Up to 80 Deg C *Along with Mounting bracket assembly and Linkages	8 Nos

Delivery period: Within 30 days from the date of receipt of Purchase order.

Test certificate: Manufacturers Test certificate is necessary along with supply.

Sd/-xxxxxx
Superintending Engineer / P&A
MTPS-II/ METTUR DAM-6

SCHEDULE-A**PRICE SCHEDULE****SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25****SCHEDULE OF PRICES TO BE FILLED IN BY THE TENDERER**

Procurement of Double Acting Smart Positioner – 08 Nos

Sl No .	Description	Quantity offered	Unit Price in Rupees				
			Ex- Works price	Packing and Forwarding Charges	Freight & Insurance charges	CGST/ SGST/ IGST	All inclusive Unit Price (3+4+5+6)
		(Nos.)	Rs.P.	Rs.P.	Rs.P.	Rs.P	Rs.P.
	1	a	b	c	d	e	f
1	Double Acting Smart Positioner Make: ABB or it's equivalent Model: V18345-1010521001 Input: 4 - 20 mA, Smart Positioner Out put: Double acting Safe Position: Fail Freeze Cable entry: 1/2" NPT Air Pipe: 1/4 " NPT Body Material: Aluminium Ambient Temp.: Up to 80 Deg C *Along with Mounting bracket assembly and Linkages	8 Nos	TO BE QUOTED IN PRICE BID SECTION ONLY				
NOTE 1 :		Rates quoted shall be both in Words & Figures					
NOTE 2 :		In case of discrepancy between prices quoted in words and in figures, lower of the two will be taken for evaluation.					
NOTE 3:		While quoting the rates the bidder shall indicate the HSN Code and Account Code for all the tendered items as per GST Act.					

COMPANY SEAL :

SIGNATURE

NAME :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – B

GUARANTEED TECHNICAL PARTICULARS

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

Procurement of Double Acting Smart Positioner – 08 Nos

Sl. No.	Description of Material	Technical specification (to be furnished by the bidder)
1.	Double Acting Smart Positioner Make : ABB or it's equivalent Model :V18345-1010521001 Input : 4 - 20 mA, Smart Positioner Out put : Double acting Safe Position : Fail Freeze Cable entry : 1/2" NPT Air Pipe : 1/4 " NPT Body Material : Aluminium Ambient Temp.: Up to 80 Deg C *Along with Mounting bracket assembly and Linkages	GUARANTEED TECHNICAL PARTICULARS TO BE FURNISHED BY THE BIDDER

Note:

1. The Make / Model and the Complete Technical specification of the offered materials should be uploaded.

2. The Detailed Dimensional Drawing of the item are to be uploaded along with the offer for ascertaining Technical Suitability of your offer.

COMPANY SEAL:

SIGNATURE

NAME :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – C

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

**STATEMENT OF SUPPLY ORDERS EXECUTED / UNDER EXECUTION IN
RESPECT OF DURING THE PAST TEN YEARS AS ON THE DATE OF TENDER
OPENING.**

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

NOTE:

- 1) Copies of orders received shall be enclosed.

COMPANY SEAL:

SIGNATURE
NAME :
DESIGNATION :
COMPANY :
DATE :

SCHEDULE – D

DECLARATION FORM

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

To

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

Dear Sir,

1. Having examined the above specification together with the accompanying schedules etc., we hereby offer to manufacture and supply the equipments / materials covered in this Specification at the rates entered in the attached schedule of prices.
2. We hereby guarantee the particulars entered in the schedules attached to the Specification.
3. In accordance with the Security Deposit / Security cum Performance guarantee clause-11.0 of Section-V of the specification, we agree to furnish NEFT/RTGS/ Irrevocable Bank Guarantee for 5% of the total value (All-inclusive price) of the contract.
4. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

COMPANY SEAL:

SIGNATURE

NAME :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE-E

SCHEDULE OF MATERIALS AND DELIVERY PERIOD

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

Procurement of Double Acting Smart Positioner – 08 Nos

Sl. No.	Description of material	Delivery Period To be furnished by the bidder ON LINE
1.	Double Acting Smart Positioner Make : ABB or it's equivalent Model : V18345-1010521001 Input : 4 - 20 mA, Smart Positioner Out put : Double acting Safe Position : Fail Freeze Cable entry : 1/2" NPT Air Pipe : 1/4 " NPT Body Material : Aluminium Ambient Temp.: Up to 80 Deg C *Along with Mounting bracket assembly and Linkages	

COMPANY SEAL:

SIGNATURE

NAME :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – F
SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

QUESTIONNAIRE – A (COMMERCIAL TERMS)

INSTRUCTIONS:

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

Sl. No	Particulars	Bidder's Response
1	Name & Address of the Firm / Company	
a.	Registered Office	
b.	Factory / works Address	
c.	Fax No.	
d.	Telegraphic Address	
e.	TIN No.	
2	Name, Designation & Address of the person signing the tender	
3 a.	Whether the Company is Small Scale / Medium Scale / Large Scale Unit	YES / NO
b.	If so, write registration No.	
c.	Is SSI Unit registered with DIC/ TAMILNADU or NSIC period of validity to be mentioned	YES / NO
d.	Permanent Account Number(PAN)	
4 a.	i. Whether the bidder have previously supplied Smart Positioner or any C&I instruments to any of the Public sector undertaking / State Electricity Boards / any of the Thermal Power Stations of State or Central Government Organizations in India in a single order of value not less than Rs.2.05 Lakhs, within the past ten years as on the date of tender opening. ii. Whether documentary evidence for the above is enclosed iii. Whether scanned originals/Attested copy of the Purchase order for the above is uploaded. iv. Whether scanned original/Attested copy of the End user's Certificate for the above is uploaded	YES / NO YES / NO YES / NO YES / NO
b.	i. Whether the Annual Turnover in any one of the last three financial years (i.e., 2020-2021, 2021-2022 & 2022-2023) is greater than Rs.2.05 Lakhs. ii. Whether documentary evidence for the Annual Turnover uploaded as required	YES / NO YES / NO

	in Section II of this specification.	
5	EARNEST MONEY DEPOSIT	
a.	Mode: Online payment gateway mode	
	Amount : Rs.8,200/-	Rs.
	i) The EMD amount has to be paid through online payment Gateway mode by 2 hours before closing time of tender. Scanned copy of the E-receipt duly reflecting the EMD Transaction shall be uploaded.	YES / NO
	(or) ii) Whether the proof for Bank guarantee towards EMD has been uploaded	YES / NO
b.	If exempted, state whether the bidder is SSI Unit of TAMILNADU/ Small Scale Unit Registered with NSIC. Reference of documentary evidence regarding exemption is uploaded.	YES / NO
c.	Whether undertaking as per annexure –I has been uploaded	YES / NO
d.	Whether Permanent EMD is available with TANGEDCO (TNPGL) (Documentary evidence about acceptance of PEMD uploaded).	YES / NO
	<u>NOTE:</u> If item (a) or (b) or (c) or (d) is not furnished uploaded along with the tender offer, the Commercial & Technical Bids will not be read out.	
6	INSPECTION CLAUSE	
	Whether you are agreeable for the Inspection clause specified under section V of the specification	YES / NO
7	TEST CERTIFICATES:	
	Whether Manufacturer's Test certificate will be furnished along with supply	YES / NO
8	Whether the Specification has been down-loaded from TNPGL Website	YES / NO
9	VALIDITY: Whether your offer is valid for a period of 180 days from the date of opening of Commercial / Technical Bids offers with Validity period of less than 180 days are liable for rejection.	YES / NO
11	PRICE:	
a.	Whether the price quoted is <u>FIRM</u>	YES / NO
b.	Whether the following break ups for the quoted Unit Price (All-inclusive price including GST) have been mentioned in Schedule-A of the Specification	YES / NO
i	Unit Ex-Works Price	YES / NO
ii	Packing & Forwarding Charges	YES / NO

iii	Freight & Insurance Charges	YES / NO
iv	GST applicable on Ex-Works Price (Percentage & Amount)	YES / NO
v	Whether percentage & Amount applicable has been mentioned separately.	YES / NO
vi	Whether you are agreeable, in case of delayed delivery, the GST prevailed on the date of actual delivery or the GST applicable on the date of contractual date of delivery whichever is less shall only be payable.	YES / NO
	NOTE: If no breakup details for the quoted price are given, the offer will be liable for rejection.	
12	IT – PAN, STCC & TIN :	
a.	Whether PAN No. issued by IT Dept. is furnished.	YES / NO
b.	Whether GST clearance Certificate enclosed with the offer. Mention the year for which the above is enclosed.	YES / NO
c.	Whether GSTIN and ARN of the firm and HSN code of the materials furnished.	YES / NO
13	Whether you are agreeable for the following clauses specified under Section-V of the Specification:	
a.	Payment Terms (Clause-10)	YES / NO
b.	Security Deposit cum Performance Guarantee (Clause-11.0)	YES / NO
c.	Delivery (Clause-12.0)	YES / NO
d.	Liquidated Damages (Clause-14.0)	YES / NO
e.	Guarantee (Clause-16.0)	YES / NO
f.	Jurisdiction for Legal Proceedings (Clause-23.0)	YES / NO
g.	Force Majeure (Clause-15.0)	YES / NO
14	Quantity Offered	YES / NO
15	Whether copy containing all pages of Section – V Commercial & Section – VI Technical with dated signature of the Tenderer in all pages has been enclosed with the Offer.	YES / NO

Date :
Place :

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

UNDERTAKING

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

Date : _____ Signature of the Tenderer: _____

Place : _____ Name: _____

Status in the Company: _____

(Affix Seal of the Company)

SCHEDULE – F

QUESTIONNAIRE – B

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

TECHNICAL TERMS

INSTRUCTIONS:

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

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

COMPANY SEAL :

SIGNATURE

NAME :
DESIGNATION :
COMPANY :
DATE :

UNDERTAKING

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

COMPANY SEAL :

SIGNATURE

NAME :
DESIGNATION :
COMPANY :
DATE :

SCHEDULE –G

Electronic Fund Transfer Form

To,

The Chief Engineer.
Mettur Thermal Power Station-II,
Mettur dam -636406

Dear Sirs,

We hereby authorized the TNPGL to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below.

(TO BE FILLED IN CAPITAL LETTERS)

1	Name of the ACCNT. HOLDER /BENEFICIARY	
2	BANK PARTICULARS: (ENCLOSE COPY OF A CANCELLED CHEQUE)	
a	Bank Name	
b	ACCOUNT NUMBER	
c	IFSC CODE	
d	MICR CODE	
e	ACCOUNT TYPE	
f	BRANCH CODE	
g	BRANCH ADDRESS	
h	BANK TELEPHONE NO. (WITH STD CODE)	
i	BANK FAX NO (WITH STD CODE)	
j	E-MAIL Address for Intimation regarding release of payments	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is affected at all for reasons of incomplete or incorrect information I /We held responsible.

Bidder with seal

SIGNATURE

DATE

(AUTHORIZED SIGNATORY)

ANNEXURE – I
UNDERTAKING IN LIEU OF PAYMENT OF E.M.D.

(To be furnished in non-judicial stamp paper of value not less than Rs.500/-)

THIS DEED OF UNDERTAKING EXECUTED AT ON
THIS THE DAY OF TWO THOUSAND AND TWENTY
FIVE by M/s....., Company registered under Companies Act, 1956,
having its Registered office at Herein after called "Tender"
(Which expression shall where the context so admits mean include their Agents,
representatives, Successors – in – office and Assigns).

TO AND IN FAVOUR OF THE TAMILNADU POWER
GENERATION CORPORATION LTD, a body corporate constituted as per provision of G.O.MS.No.
100, dated 9.10.2010) having its office at NPKRR Maaligai, Electricity Avenue, 144 Anna Salai,
Chennai 600 002, herein after called the "TNPGL" (which expression shall where the context
so admits mean and include its successors in office and Assigns).

WHEREAS the contract is for the supply/ erection / construction etc.....terms of the
.....Tender specification No..... Dt:.....and WHEREAS in accordance with clause
..... of the above said tender specification the tenderer has to furnish E.M.D. of Rs.
..... (Rupees only).

AND WHEREAS the tenderer has requested the TNPGL to accept an undertaking in lieu of
payment in cash of the Earnest Money Deposit.

AND WHEREAS the TNPGL has accepted the request of the tenderer subject to his executing
an undertaking to pay to the TNPGL not exceeding Rs. (Rupees
..... only) representing the Earnest Money Deposit
together with costs in cash, in the event of non fulfilment of the conditions stipulated in the
Tender specification or the conditions stipulated in the contract by the tenderer.

IN CONSIDERATION of the TNPGL having agreed to accept an undertaking from the tenderer
in lieu of payment of Earnest Money Deposit in cash, the tenderer undertake to pay the sum of
Rs. (Rupees

..... only) immediately when a demand is raised by the TNPGL
against the tenderer without any demur in the event of the following :

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the
Security Deposit.
- ii) If he revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the Tender Specification No..... Dated
.....

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING in such that if the tenderer
shall duly and faithfully observe and perform the terms and conditions specified as above, then
the above written undertaking shall be void, otherwise the same shall remain in full force.

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

The expression, 'tenderer' and the 'TNPGL' herein before used shall include their respective successors and assigns in office.

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

In the presence of witnesses

SIGNATURE

1. Signature

Name and Address

NAME IN BLOCK LETTERS

2. Signature

SEAL OF THE COMPANY

Name and Address

ANNEXURE –II

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

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

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

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

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

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

COMPANY SEAL :

In the presence of witnesses

SIGNATURE :

NAME :

1. DESIGNATION :
COMPANY

2. DATE :

**ANNEXURE - III
DECLARATION FORM**

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

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

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

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

Dear Sir,

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

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

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

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

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

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

Yours faithfully,

(Signature of the bidder, with official Seal)

ANNEXURE-IV

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

Declaration to be submitted by the L1 bidder (Post evaluation) in Non – Judicial Stamp paper of value not less than Rs.500/-

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

We hereby declare and confirm that we are a registered vendor under GST Act having GSTIN in the state of

Our applicable GST % for the above reference job is under code.....

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

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

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

(OR)

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

Signature of the bidder with Company Seal.

Note:

1. Bidder may strike out the para not applicable.

2. Correct GST@% with Input tax credit/HSN code of materials should be furnished.

ANNEXURE – V

BANK GUARANTEE FOR EMD

(B.G. for EMD shall be executed on Non judicial stamp paper of Rs.500/-)

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

Beneficiary: -----

Date: -----

Bid Guarantee No: -----

We have been informed that M/s. (herein after called „the bidder“) has submitted to you its bid dated (herein after called „the bid“) for the supply of, e-Tender O.T. No.: / 2024-25, Mettur Thermal Power Station – II/TNPGCL/Mettur Dam/TAMILNADU under Open e-tender/Two part system.

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

At the request of the bidder, we theBANK, Banking company, a body corporate, constitutes under the Banking companies (Acquisition and Transfer of Undertakings) act 1970, with their head office at and having among others at branch office at, India, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs...../- (Rupeesonly) upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

a) has withdrawn its bid during the period of bid validity specified by the Bidder in the Form of Bid; (or)

b) having been notified of the acceptance of its Bid by the TNPGCL during the period of validity

(i) fails or refuses to execute the Contract Form, if required, or

ii) fails or refuses to furnish the Security deposit cum Performance Bank Guarantee, in accordance with the Instructions to Bidders.

This Guarantee will expire :

(a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Security deposit cum Performance Bank Guarantee issued to upon the instruction of the Bidder and (b) if the bidder is not successful Bidder, upon the earlier of (i) our receipt of copy of your notification to the Bidder of the name of the successful Bidder; or (ii) Six months after the expiration of the Bidder's Bid.

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

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN

1. Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees..... only/-)
2. The Bank Guarantee shall be valid up to
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (mention period of the guarantee as found under clause (2) above plus claim period)"

IN WITNESS WHERE OF THIRU and THIRU..... acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

Signature

With seal of the Bank

(Name in Block letters)

IN THE PRESENCE OF WITNESSES:

1.

(NAME IN CAPITAL WITH ADDRESS)

2.

(NAME IN CAPITAL WITH ADDRESS)

ANNEXURE – VI

BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM PERFORMANCE
GUARANTEE

(B.G. for Combined S.D. cum PG shall be executed on Non judicial stamp paper of Rs.500/-)

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

To

The Chief Engineer,

Mettur Thermal Power Station – II,

Mettur Dam – 636 401.

GUARANTEE NO.:

VALUE OF GUARANTEE:

GUARANTEE COVER FROM:

LAST DATE FOR LODGEMENT OF CLAIM:

THIS DEED OF GUARANTEE executed at on this the day of Two thousand and Twenty Five by the Bank carrying on business at (Branch name and address) (Herein after called "The Bank") to and in favour of the TAMILNADU Power Generation Corporation Limited, a corporation incorporated under Companies Act 1956 and a subsidiary of TNEB Ltd., having its office, at NPKRR Maaligai, 144, Anna Salai, Chennai – 600 002 represented by the Chief Engineer, Mettur Thermal Power Station-II, Mettur Dam (Herein after called the "Purchaser").

WHEREAS Messrs. (Herein after called "The Contractor") have by virtue of the contract entered into with the PURCHASER as per P.O. No. Dated for the supply of in accordance with the terms and conditions contained therein.

AND WHEREAS in accordance with the terms of the contract in P.O. No. Dated, the CONTRACTOR has to furnish security deposit in the form of Irrevocable Bank Guarantee from a nationalized bank for a sum of Rs. (Rupees only) equivalent to 5% of the total contract value for the satisfactory performance of the contract.

AND WHEREAS THE BANK has, at the request of the CONTRACTOR, agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions contained in P.O. No.: Dated the or in the letter dated the

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the Purchaser having agreed to accept a Bank Guarantee from a Nationalized Bank towards Security Deposit/Performance Guarantee for a sum equivalent to Rs. (Rupees only), the BANK do hereby unconditionally and irrevocably guarantees as primary obligator and not as surety merely, that if the CONTRACTOR fails to perform the contract in accordance with specifications and conditions of the contract and as subsequently amended, the BANK shall pay forthwith merely on demand unconditionally without any demur, to the PURCHASER such amount or amounts the BANK may be called upon to pay by the PURCHASER.

It is specifically agreed to by the BANK that the decision of the PURCHASER in invoking the said Bank Guarantee shall not be disputed or questioned by the BANK.

PROVIDED that the liability of the BANK under this deed shall not at any time exceed the said guaranteed amount of Rs.(Rupees only).

PROVIDED further that the Guarantee hereunder furnished shall be released as soon as the CONTRACTOR has performed his part of the contract and after completion of the guarantee period in accordance with the term of the contract and a certificate to that effect is issued by the PURCHASER.

2. The BANK further undertakes to indemnify the PURCHASER against any loss or damage that may be caused or suffered by the PURCHASER by reason of any breach of the terms and conditions in the said P.O. No. dated

3. The Guarantee herein contained shall remain full in force till the terms and conditions of the P.O. No. Dated the have been fully and properly carried out by the said CONTRACTOR and in any case, the Guarantee shall not hold good after the effective performance of the contract and after completion of the guarantee period.

4. The BANK further specifically agrees with the PURCHASER that the PURCHASER shall have the fullest liberty (without the consent of the BANK and without affecting in any manner the obligations of the BANK hereunder) to vary any of the terms and conditions of the contract or to extend the time of performance by the said CONTRACTOR from time to time or to postpone from time to time any of the powers exercisable by the PURCHASER against the said contract and to forbear or to enforce any of the terms and conditions relating to the said contract and that the BANK shall not be relieved of their liability by reasons of any such variations or extensions being granted to the said CONTRACTOR or by the reason of any forbearance, act or omission on the part of the PURCHASER or any indulgence by the PURCHASER to the said CONTRACTOR or by any such matter or thing what-so-ever which under the law relating to sureties would but for these provisions have the effect of so relieving the Bank.

5. Any amount settled between the PURCHASER and the CONTRACTOR shall be the conclusive evidence as against the BANK for the amount due and shall not be questioned by the BANK.

6. The expressions "BANK" "CONTRACTOR" and "the PURCHASER" herein before used shall include their respective successors and assigns.

NOTWITHSTANDING anything contained herein above

(a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees.....
.....only)

(b) This Bank Guarantee shall be valid up to and

(c) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before, the expiry of this Guarantee.

IN WITNESS WHERE OF THIRU. acting for and on behalf of the BANK has signed this Deed on the day, month and year first above written.

SIGNATURE

With Seal of the Bank.

(NAME IN BLOCK LETTERS)

IN THE PRESENCE OF WITNESSES:

1.

(NAME IN CAPITAL WITH ADDRESS)

2.

(NAME IN CAPITAL WITH ADDRESS)

ANNEXURE-VII

UNDERTAKING FROM THE SOLE PROPRIETOR OF THE FIRM

(To be uploaded by the bidder been sole proprietor firm owned by any person
belonging to a SC/ST)

Name of the sole proprietor:

PAN No.:

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

I (Name of the sole proprietor)
hereby state that the social category of enterprise (i.e. M/s.)
specified in Udyam registration certificate vide Udyam registration no. dated
uploaded with the bid remains unchanged till date.

Signatory of the Proprietor

(With name & seal)

Date:

Place:

ANNEXURE-VIII

CERTIFICATE TO BE FURNISHED BY CHARTERED ACCOUNTANT

(In case of bidder been partnership firm owned by not less than three-fourths of the partners belonging to a SC/ST)

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

This is to certify that M/s. (firm's name)
been partnership firm is owned by not less than three-fourths of the partners
belonging to a SC/ST as on this date.

The social category of the partnership firm(i.e. M/s.) specified in Udyam
registration certificate consequent of been registered in Udyam portal vide Udyam
registration No. remains unchanged till date.

Signatory of the Chartered Accountant

(With name, membership no. & seal)

Date:

Place:

ANNEXURE-IX

CERTIFICATE TO BE FURNISHED BY PRACTICING COMPANY SECRETARY

(In case of bidder been company with more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes)

SPECIFICATION NO: CE/MTPS-II/SE/P&A/EE/S&I/AE-3/OT.No.152-S/2024-25

This is to certify that in M/s. (Company's name), persons belonging to the Scheduled Castes or Scheduled Tribes are having more than fifty percent of the ordinary shareholdings and the control of the company, as defined in section 2 (27) of the Companies Act,2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes. This is duly confirmed for the purpose of submission of bid against the provisions of tender specification No.

Signatory of the Company Secretary

(With name, membership no. & seal)

Date:

Place: