

TAMILNADU POWER GENERATION CORPORATION LTD.
(Erstwhile TANGEDCO)

Specification for the
Procurement of Spares for Vacuum Pumps Heat Exchanger Plates at KGTPS/Maruthur

(Open Tender Two Part)

(E-TENDER)

SPECIFICATION: SE/KGTPS/MOT.NO. 22 /2025-26

OFFICE OF THE SUPERINTENDING ENGINEER
KUTTALAM GAS TURBINE POWER STATION
MARUTHUR

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

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

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

2.0 Registration:

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

3.0 Contact persons:

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

e-mail : support.etender@nic.in

Contact No.: 044 – 24466495

24902580 24917850 Extn.: 332

4.0 System Requirement:

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

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level. For detailed guidance about browser and Java configuration the bidders are advised to go through the video guide available under "Bidders Manual Kit" at ["https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page"](https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page)

5.0 Searching for Tender Document:

5.0 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.

- 5.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 5.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

6.0 Preparation Of Bids:

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

7.0 Electronic Submission Of Bids:

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

- 7.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 7.3 Bidder has to select the payment option as "online" top any the tender fee /EMD as applicable
- i The online payment Gateway has been enabled for TNP GCL erstwhile TANGEDCO in <https://tntenders.gov.in>. The payments for the tenders like EMD will be carried out by the Bidders only through online payment mode M/s.NIC Portal is integrated with SBI Payment Gateway services for online collection of Tender Fee and EMD and automatic refund & settlement of EMD.)
- Note: As the internet banking process (NEFT/RTGS) may take some time for confirming the receipt of EMD, bidders may plan such a way to pay the EMD accordingly to avoid any delay in bank confirmation. After getting success status of EMD payment only, the bidder can submit the bid.
- ii The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gate way**. If excess or short, the tender status will be shown as invalid
 - iii If submitting EMD as PEMD/Udayam (SSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in " pdf" files
 - iv The bidder has to submit the tender document online well in advance before the Prescribed time to avoid any delay or problem during the submission process. If there is any delay, due to other issues, bidder only is responsible
- 7.4 The scanned copy of payment made through RTGS/NEFT or by way of Account Transfer towards EMD amount has to be uploaded. TNP GCL erstwhile TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 7.5 A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 7.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
- 7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- 7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.9 Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 7.10 Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
- 7.11 The TNPGL erstwhile TANGEDCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TANGEDCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

8.0 Late Bid:

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

9.0 Modification and withdrawal of bids:

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

10.0 ASSISTANCE TO BIDDERS:

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

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

TAMIL NADU POWER GENERATION CORPORATION LTD.

Foreword

1) Tender Specification No.	SE/KGTPS/MOT.NO. 22 / 2025-26														
2) Name of the work material	<p>E-tender for Procurement of Procurement of Spares for Vacuum Pumps Heat Exchanger Plates KGTPS/MTR under open tender system.</p> <p>Technical Specification : Spares of Funke Make plate Heat Exchanger Model: FP – 14 – 41 – 1 – N for Elmo 2BE1 253 OMY 4 Z Vacuum Pump or its Equivalent</p> <table><tr><th>Sl. No</th><th>Description of Material</th><th>Quantity</th></tr><tr><td>1.</td><td>NBR HT End Gaskets for FP 14</td><td>1 No</td></tr><tr><td>2.</td><td>NBR HT Start Gaskets for FP 14</td><td>1 No</td></tr><tr><td>3.</td><td>NBR HT Channel Gaskets for FP 14 (O Ring)</td><td>41 Nos.</td></tr></table> <p><u>Note : The Bidder may inspect the site to access the material & Model before quoting.</u></p>			Sl. No	Description of Material	Quantity	1.	NBR HT End Gaskets for FP 14	1 No	2.	NBR HT Start Gaskets for FP 14	1 No	3.	NBR HT Channel Gaskets for FP 14 (O Ring)	41 Nos.
Sl. No	Description of Material	Quantity													
1.	NBR HT End Gaskets for FP 14	1 No													
2.	NBR HT Start Gaskets for FP 14	1 No													
3.	NBR HT Channel Gaskets for FP 14 (O Ring)	41 Nos.													
3)Method of Tender	e-Tender System (Online Part I-Techno-Commercial Bid and Part II- Price Bid) Through: https://tntenders.gov.in														
4) Earnest Money Deposit (EMD)	Rs.1,290/- (Rupees One Thousand, Two Hundred and Ninety only) paid through online mode to the common pool account (as per section-I sl.no.2) .														
5) URL for online bid submission for e-tender	https://tntenders.gov.in														
6) Last date for submission of EMD	07.01.2026@12.00 Hrs														
	The Bidders who are having valid Permanent EMD with TNEB/TANGEDCO on or after 03.12.2021 , for an amount of Rs.20 Lakhs and above are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender														
7) Date of closing of online e-tender for submission of Bid.	07.01.2026@14:00 Hrs														
8) Date & time of opening of tender Electronically	08.01.2026@14:30 Hrs														
9) Specification at website	The tender specification will be placed at TANGEDCO web site (www.tangedco.gov.in) and www.tntenders.gov.in) The prospective bidders may download the same.														
10) Documents to be uploaded by the Bidders during e-submission	Schedules and Annexures and other documents whichever is applicable														
11) Clarification to be sought for from	The Superintending Engineer/KGTPS/Maruthur. Any clarification in the tender shall be sought through														

	email before 48 Hrs. of closing date and time of submission of tender. Email id : sekgtp@tnebn.net
12) Place at which tenders will be opened	Office of the Superintending Engineer/ KGTPS/MARUTHUR
13) Tender Inviting Authority	THE SUPERINTENDING ENGINEER/ KGTPS/MARUTHUR

SPECIFICATION. NO.M.OT.No.22/2025-26
(E-tender)
DESCRIPTION

SECTION-I	:	Earnest Money Deposit
SECTION-II	:	Bid Qualifying Requirements.
SECTION-III	:	Rejection of Tender.
SECTION-IV	:	Instructions to bidder
SECTION-V	:	Commercial
SECTION-VI	:	Technical
SCHEDULE-A	:	Price Schedule
SCHEDULE-B	:	Deviation from Technical Specification.
SCHEDULE-C	:	Deviation from Commercial Specification
SCHEDULE-D	:	Statement of previous P.Os
SCHEDULE-E	:	Declaration Form.
SCHEDULE-F	:	Bank Guarantee for Security Deposit
ANNEXURE- I	:	Undertaking towards Jurisdiction of legal Proceedings
ANNEXURE-II	:	CHECK LIST FOR BID QUALIFICATION
ANNEXURE-III	:	CHECKLIST FOR COMMERCIAL TERMS.
ANNEXURE-IV	:	CHECKLIST FOR TECHNICAL TERMS.
ANNEXURE -V	:	FORMAT FOR DECLARATION OF INPUT TAXCREDIT
ANNEXURE -VI	:	DECLARATION PURSUANT TO SECTION 206AB
Annexure-VII	:	Undertaking in lieu of EMD

SECTION – I
EARNEST MONEY DEPOSIT

1.0

Tenderer should pay the specified amount towards Earnest Money Deposit as follows: Earnest Money Deposit: **Rs.1,290/- (Rupees One Thousand Two Hundred and Ninety 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 TNTenders 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/KGTPS/Maruthur

(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

	<p>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.</p> <p>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.</p> <p>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.</p> <p style="text-align: center;">(OR)</p> <p>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</p>
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	<p>The following categories of tenderers are exempted from payment of Earnest Money Deposit:</p> <p>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.</p> <p>b) Departments of the Government of Tamil Nadu.</p> <p>c) Undertakings and Corporations owned by the Government of Tamil Nadu.</p> <p>d) Labour Contract Co-Operative Societies.</p> <p>NOTE:</p> <p>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.</p> <p>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.</p> <p>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</p>

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.

Classification of Enterprises:

A enterprises shall be classified as a Micro, Small or Medium Enterprise on the basis of the following criteria, namely:-

(i) A Micro Enterprises, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees.

(ii) a Small Enterprises, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees and

(iii) a Medium Enterprises, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees. (Not exempted from EMD).

Calculation of Turnover:

In calculation of turnover of an 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 Number 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

	<p>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</p> <p><u>Calculation of Investment:</u></p> <p>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.</p> <p>The investment value in Plant and Machinery for the purpose has to be certified by a Chartered Accountant UDIN Number and the same is to be uploaded in the bid in case the bidder claims EMD exemption.</p>
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	<p>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.</p> <ol style="list-style-type: none"> 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

	<p>report of chartered accountant insisted for other requirements.</p> <p>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/KGTPS/MARUTHUR before the due date and time for opening of bids, failing which the offer will be SUMMARILY REJECTED.</p>
7.0	<p>The Earnest Money Deposit made by Tenderer will be forfeited after e-tender opening if:</p> <ul style="list-style-type: none"> 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	<p>Refund of EMD:</p> <ul style="list-style-type: none"> (i) The Earnest Money Deposit will be refunded automatically to the unsuccessful tenderer 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 fund of EMD will be made to the bank account through portal from which EMD is paid by the bidder.

SECTION – II

BID QUALIFICATION REQUIREMENTS (BOR)

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

1. The bidder should have supplied heat exchanger / coolers / pumps/valves to Central/ State/ Private Sector (or) TNEB/ TANGEDCO/ TNPGL/ TNGECL/ TNPDL/ PSU/ OSEB's Government organization (or) Government undertakings in India during the preceding ten years on the date of tender opening. The bidder shall upload scanned original / Attested copy of the Purchase Order for the above. The date of Purchase Order will be reckoned for ascertaining the eligibility of the tender.

Note:

Bidders should enclose documentary evidence in support of all the Bid Qualification Requirements along with their bid. The bids without required documentary evidence will be summarily rejected.

The bid of the bidders not satisfying any of the above "Bid Qualification Requirements will be summarily rejected.

SECTION - III
REJECTION OFFENDERS

- I.** Tender will be SUMMARILY rejected if
- (a) The EMD requirements and other documents are not complied with as specified in Section I.
 - (b) Bid Qualification Requirements as specified in Section II are not complied with.
 - (c) If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.
- II.** Tender is LIABLE to be rejected, if it is:
- (a) Not covering the entire scope of work.
 - (b) With validity period less than that stipulated in this specification.
 - (c) Not in conformity with TNPGL'S erstwhile TANGEDCO Commercial terms (Section – V).
 - (d) Not properly signed by the bidder.
 - (e) Received from a bidder who is directly or indirectly connected with Government Service or TNPGL erstwhile TANGEDCO & TANTRANSCO Service or Service of local authority.
 - (f) From any black listed Firm or Contractor.
 - (g) Received by Telex/Telegram / E-Mail/fax.
 - (h) From a bidder whose past performance/Vendor rating is not satisfactory.
 - (i) Not containing all required particulars as per Schedule - A to D and annexures I to III.
 - (j) Received after the expiry of the due date and time.
 - (k) Offer submitted without GSTIN is liable for rejection.

SECTION –IV
INSTRUCTION TO BIDDERS

The tender is in Two Part System, Technical Bid with Commercial terms and Price Bid in accordance with Commercial terms. All the tenders shall be prepared and uploaded strictly in accordance with the instructions set forth herein.

Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this Tender.

THE BIDDERS WHO DO NOT FULFIL THE "BID QUALIFICATION REQUIREMENT " AS PER SECTION-II **NEED NOT** PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE **SUMMARILY REJECTED.**

All the documents submitted by the bidder shall be serially numbered.

1.0. SCOPE OF SUPPLY:

Procurement of Spares for Vacuum Pumps Heat Exchanger Plates at KGTPS/ Maruthur.

2.0 SUBMISSION OF TENDER OFFER:

The bidder is expected to examine all instructions, Schedules and Annexures detailed in the Specification and upload the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.

3.0 SUBMISSION OF TENDERS:

3.1.1 The Tender Offer consisting of Schedules-A to E, and Annexure I to VI should be filled up and signed by the Bidder or any person holding Power of Attorney authorizing him to sign on behalf of the Bidder before submission of the Tender. The date of signature should invariably be indicated.

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

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

4.0 Modifications/Clarifications to Tender Documents:

4.1.1 At any time after the issue of the tender documents and before the opening of the tender, TANGEDCO may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned vendors through corrigendum which can be downloaded from the vendor login..

4.1.2 In case any bidder asks for a clarification to the tender documents before 48 hours of opening of tenders, the CE/MTS & GTS/TANGEDCO/Chennai-2 will clarify the same.

4.1.3 If any bidder raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/MTS & Gas Turbine Schemes, TANGEDCO, Chennai-600002 on the clarifications will be final and binding on the Bidder.

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

4.1.5 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 bidder.

4.1.6 Any and all the exception, which the bidder may take to any of the clauses with specification shall be clearly outlined in the schedule of deviations enclosed in the Schedules B&C,

failing which the offer will be deemed to conform fully to the Technical specification and general terms and conditions.

5.0 ALTERNATIVE TENDERS:

Bid should be submitted as per indent of the tender Documents, as alternative offers are liable to be rejected.

6.0 QUOTATION OF RATES:

Rates should be quoted figures i.e., integer only. 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 INCOMPLETE TENDERS:

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

8.0 AMBIGUITIES IN CONDITIONS OF TENDERS:

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

9.0 DISQUALIFICATION OF TENDERS:

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

Bidders shall bear all costs associated with the preparation of e-tender and the purchaser will in no case be responsible or liable for the costs.

No offer shall be withdrawn by the Bidder in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.

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

10.0 TENDER OPENING:

OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):

The bid (except price Bid) will be opened electronically at 14.30 hrs on the date notified at the Office of the Superintending Engineer/KGTPS through <https://tntenders.gov.in/nicgep/app> in the presence of bidders authorized representative who may wish to be present on the date of opening.

OPENING OF THE PRICE BIDS: (PART - II)

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

Price bids of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically **by the nominated members.**

During the bid submission in e-tender, bidders are advised to use **Attach Documents** link to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 8 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link by selecting the particular tender from the dropdown list

The bidder should note that only a file which is "attached" with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made Final Submission. Only such Bids will be opened for which Final Submission has been made. It is further clarified that saving of Technical Bid and / or Price Bid without Final Submission will be treated as non-submission of bid in e-tender

Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only). **One hard copy of the electronically submitted bid documents excepting the price schedule shall have to be submitted upon intimation by TNPGL erstwhile TANGEDCO after opening of the e-tender.**

Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered email id.

E-tender cannot be accessed after the due date and time for bid submission.

In case the due date for receipt and opening of tender happens to be declared holiday, tenders will be opened on the immediate succeeding working day without any change in the timings indicated

11.0 INFORMATION REQUIRED AND CLARIFICATIONS:

In the process of examination, evaluation and comparison of tender offers, TNPGL erstwhile TANGEDCO may, at its discretion, ask the Bidder 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.

TANGEDCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time of official intimation of award / rejection is made by the Tender Accepting Authority to the bidders. **The Bidders 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 bidders to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the bidder.**

After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.

Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The bidder shall have no cause of action or claim, against the TNPGL erstwhile TANGEDCO for rejection of his offer, except as mentioned in Clause-11.0. The TNPGL erstwhile TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the TNPGL erstwhile TANGEDCO.

12.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:

1. The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 the Tamil Nadu Transparency in Tender Rules, 2000 and the amendments thereof.
2. The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
3. 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) 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 Tamil Nadu.
 - (c) The offers will be evaluated without extending price preference to domestic SSI units and Public Sector Undertaking of the Government.
 - (d) The evaluation shall include material cost, erection, applicable GST as per norms, freight & insurance, packing & forwarding etc, The rate of CGST, SGST & IGST applicable in percentage shall be indicated in the offer along with HSN code and SAC code
 - (e) Bids will be evaluated as a whole**

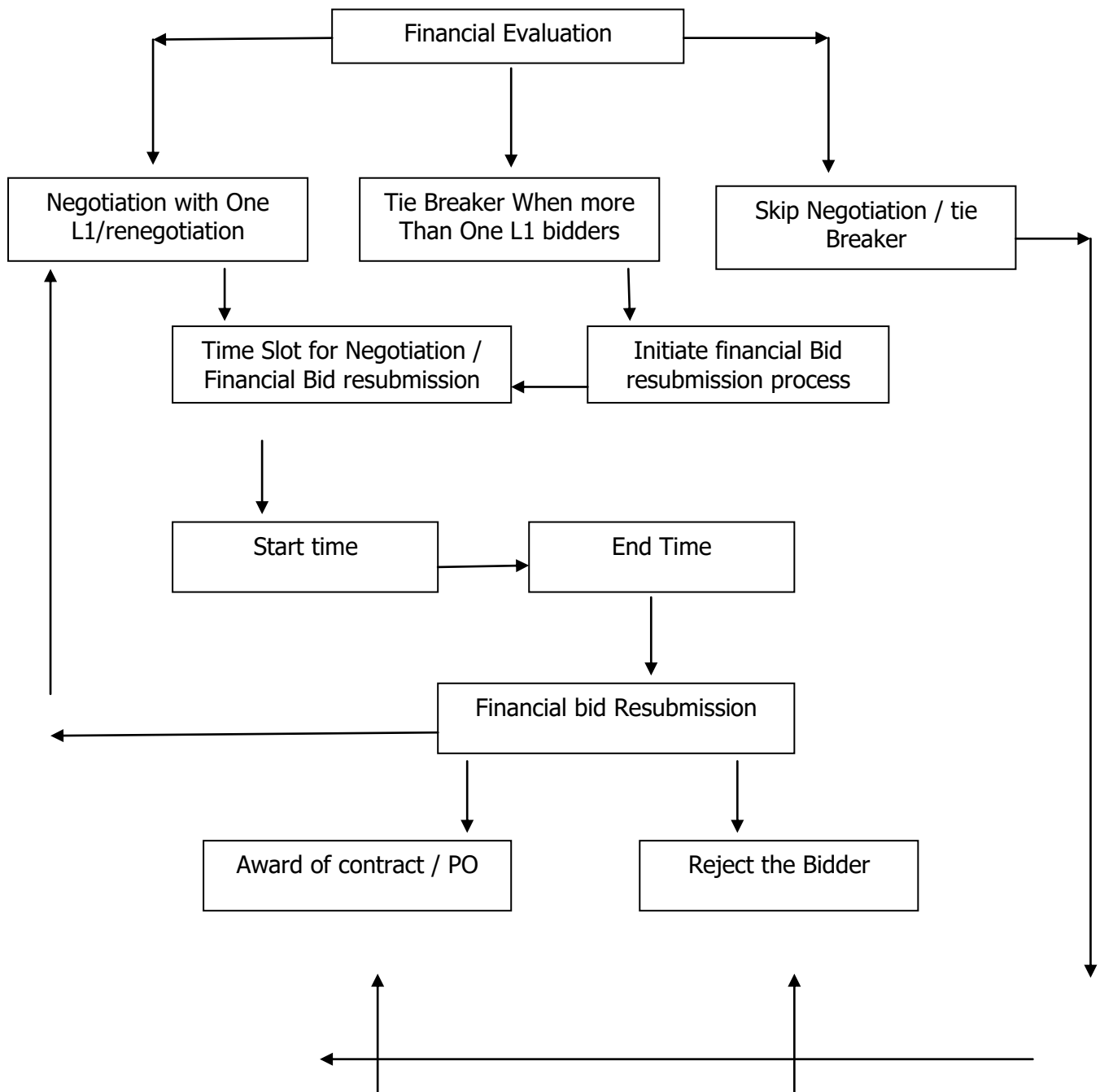
4. The rates quoted by the eligible lowest bidder in the open tender shall be compared with the prevailing market rate and the previous rates and if the Tender Accepting Authority is of the view that the quoted rates are too high the rates will be negotiated and the rate will be determined. All eligible bidder who accept the rate shall be enlisted.

13.0 Tie Breaker:

When more than one bidder have quoted same value during bid submission and accepted in finance evaluation, TANGEDCO is allowed to select any one combination of bidder value (i.e, the L1 bidder) to initiate for finance bid resubmission for Tie Breaker.

14.0 Online Negotiation:

The negotiation with L1 tenderer will be done by TANGEDCO through online. The Online negotiation process in the portal is similar to the process for negotiation under tie breaker process. However, Financial rebid submission can be invited from only one bidder. (as per chart enclosed)



15.0 VALIDITY:

- a. 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.

- b. Further, the bidder 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 erstwhile TANGEDCO.

16.0 RIGHTS OF THE BOARD:

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

- (a) to recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall be forfeited.
- (b) to cancel the orders for not keeping up the delivery schedule.
- (c) to vary the delivery period based on the requirement and contingencies at the time of placing the Purchase order.
- (d) to accept the lowest eligible tender.
- (e) to reject any or all the tenders or cancel without assigning any reasons therefore.
- (f) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.
- g) The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any bidder, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

17.0 DEVIATIONS:

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

No alternate offer will be accepted.

18.0 BAR OF JURISDICTION:

Save as otherwise provided in the Tamil Nadu Transparency in Tenders Act 1998 and subsequent amendments, 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 APPEAL:

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

20.0 a) GSTIN Number: The bidders are requested to furnish their GSTIN Number in the offer.

b) Permanent Account Number (PAN) Registration Number:

The bidders are requested to furnish the Permanent Account Number in their offer.

21.0 The bidder who is an industrial company shall state clearly whether the company is a potentially sick Industrial Company in terms of Section **23** or **25 of the sick Industrial Companies act 1985**.

22.0 The bidders should enclose registration certificate in GST with appropriate organization.

SECTION - V
COMMERCIAL

1.0 SCOPE:

Procurement of Spares for Vacuum Pumps Heat Exchanger Plates at KGTPS/ Maruthur

2.0 PLACING OF ORDERS:

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

The award of contract will be issued to the successful bidder with all TNPGL's erstwhile TANGEDCO terms and conditions, duly indicating the approved unit rates and the approximate quantity allotted to them. The approved rates will be FIRM and valid for the entire contract period.

3.0 PRICE:

The Bidders are requested to quote FIRM price only and variable price will not be accepted. The prices shall be kept firm for the period of six months from the date of issuance of order.

The prices quoted should be Unit all inclusive price including Goods and Service tax applicable, Packing and Forwarding, Freight and Insurance charges to cover transit risk delivery at Kuttalam Gas Turbine Power Stations and unloading at site and should be all inclusive of unit price for supply including GST. A format for price is given in Schedule 'A'.

All expenses to be incurred by contractor are required to be included to the extent they are required to be included to the extent they are charged for to arrive the contract value i.e. transaction value.

The successful bidder will have to furnish a declaration in the format specified to pass on the benefit of ITC (Input Tax credit) in the price to TNPGL erstwhile TANGEDCO along with price bid. In the event of bidder furnishing Nil ITC benefit, the same should be supported with certificate from Chartered accountant. The format for ITC declaration is enclosed as Annexure-V.

4.0. GOODS AND SERVICES TAX [GST] :

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 along with relevant HSN Code separately in the tender offer.

The TNPGL erstwhile TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. **33AAKCT7598K1ZI**). 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 bidder to make sure about the correct rates of duty levied to the material at the time of tendering. If the rates assumed by the Bidder are less than the current rates prevailing at the time of tendering, the TNPGL erstwhile TANGEDCO Ltd will not be responsible for the mistake. If the rates assumed by the bidder are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

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

The GST norms are as applicable as per the G.Os & notifications of State Government & Central Government of India.

The bidders are requested to furnish the GST registration certificate with their offer.

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

The bidders are requested to quote the GST applicable along with HSN code/ SAC code as per GST norms.

TDS under GST is applicable at the rate of 2% on each and every invoice of the supply.

4.1 Tax Deducted at Source under GST (TDS):

1. As per Central Government notification No.50/2018 dt.13.9.18, the provisions of Tax Deducted at Sources (TDS) under GST as per Section 51 of the CGST Act, 2017 shall come into force. Accordingly, in every invoice, tax at the rate of 2% (CGST 1% and SGST 1%) will be deducted as TDS under GST before releasing the payment.

TDS under Income tax act 1961:

2. As per newly inserted section 206AB/206CCA/194Q/206C (1H) of the Income tax act, 1961 for FY 2021 – 22, w.e.f 01st July 2021, section 194Q is applicable to TANGEDCO. For the payment exceeding Rs.50 Lakhs, 0.1 % of such sum exceeding Rs.50 Lakhs as TDS under Section-194Q of IT Act will be deducted. The supplier of goods is required to furnish the PAN to TANGEDCO for making the payment. In case the suppliers do not have PAN, TANGEDCO is required to deduct tax at higher rate as per the provisions of section 206AA.

3. 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.

4. On purchase of goods/materials, TNPGL erstwhile TANGEDCO 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.

5. 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.

6. The above provisions comes into effect from 01.07.2021 onwards and hence no TCS under Section 206C(1H) has to be paid by TANGEDCO on purchase of Goods. Accordingly, TANGEDCO 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 the supplier to submit the declaration format in **Annexure VI** to determine the applicability of TDS rate u/s 206 AB.

7. In case any procurement of goods/materials are made by TNPGL erstwhile TANGEDCO from overseas supplier and the payment is not taxable to the overseas supplier in India, the TDS under section 194Q will not apply.

5.0. INSURANCE:

Contracting firms shall arrange insurance for the equipment and all its accessories being supplied by them, through any of the Authorised Insurance Companies. The supplied material shall be insured to cover transport (from Warehouse) 90 days storage risk at site and erection insurance. The damages, if any, during transit will be reported within 30 days of receipt of materials. It will be the responsibility of the successful bidder to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from Insurance, Under-writers/Carriers.

6.0. PACKING AND FORWARDING:

The tendered material shall be securely packed and despatched, freight paid, duly insured, at supplier's risk and cost. The packing may be in accordance with the manufacturer's standard practice. The supplier is responsible for ascertaining the facilities that exist for Road Transport to site. Each package shall be clearly marked and contain detailed packing list, such as gross weight, net weight etc. The supplier is solely responsible for any loss or damage during transport. The despatch of materials shall be made only after the approval of test certificates by the TNPGL erstwhile TANGEDCO. The equipment / Materials shall be unloaded at Destination Stores/Sites by the supplier free of cost.

7.0 PAYMENT:

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

Payments for the supplies will be made by online through any one of the Nationalized Banks/Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu. The bank charges involved in making the payment will be to the account of the Bidder.

a. For Materials supplied within the delivery period

"100 % Payment will be made with a time period of 45 days from the date of receipt of material in good condition at site.

b. For materials supplied beyond the delivery period

"100% of the all inclusive price of materials including taxes and duties will be paid after deducting applicable liquidated damages and other recoveries, if any, within reasonable time after the receipt of materials at site in good condition and submission of bills in duplicate with required documents".

In case of delay in 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 damage for belated supplies.
- (c) TNPGL reserves the right to accept or reject the delayed supplies without assigning any reason therefore and take action as per the other terms and conditions of this specification.

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

- a) Combined Security Deposit cum Performance guarantee.
- b) Test Certificate.
- c) Undertaking towards Jurisdiction for legal proceedings.

In case of non filing of GSTR1 by the supplier/contractor, the release of EMD, SD cum PG and retention money will be withheld by TNPGL erstwhile TANGEDCO

The supplier should despatch only after getting despatch instruction. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be

responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches.

TDS under GST is applicable in the proposed contract @2% on each & every invoice of contract.

7.1 The Bidder has to furnish the following details of the Bank account to which the payment has to be credited.

1. Name of the Account Holder
2. Name of the Bank
3. Name of the Branch
4. Account No.
5. IFSC code of the Branch

8.0. COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :

- i. The successful bidder will have to furnish a security deposit of 5% (Five percent) for the total value of the contract which includes EMD already remitted and should be paid in the form of Electronic mode of payment (NEFT/RTGS). SD 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.
- ii. The contract will become effective only if the Security Deposit is paid. The Security Deposit shall be paid **within 15 days** from the date of receipt of the P.O.
- iii. The Board reserves the right to cancel the P.O. on failure to furnish the Security Deposit within the prescribed time limit with a levy of 1% of P.O. value.
- iv. The TNPGL also reserve the rights to accept the belated payment of Security Deposit with levy of penal interest @12% per annum for the delayed period
- v. The Security Deposit against this contract will be repaid to the contractor only on the satisfactory completion of guarantee period. If the TNPGL (Erstwhile TANGEDCO), incurs any loss or damage on account of the breach of any of the clauses mentioned or any other amount arising out of the contract becomes payable by the contractor to the TNPGL (Erstwhile TANGEDCO), then TNPGL (Erstwhile TANGEDCO) will in addition to such other rights that the TNPGL (Erstwhile TANGEDCO) may have under the law appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the Contractor.

The performance guarantee shall cover additionally the following guarantees to TNPGL erstwhile TANGEDCO.

- a) The contractor guarantees the successful and satisfactory operation of the materials supplied, as per the Specification and documents.
- b) The contractor further guarantee that, the material supplied and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from TNPGL erstwhile TANGEDCO fully rectify free of expense to the Board such Defects as developed under the normal use of the said materials within the period of guarantee specified in the relevant clauses of this Specification.

9.0 DELIVERY: With in 60 days from the date of receipt of purchase order

9.1 TNPGL erstwhile TANGEDCO reserves the right to cancel the quantities not supplied as per delivery schedule.

9.2 TNPGL erstwhile TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.

9.3 To ensure sustained supply without any interruption, TNPGL erstwhile TANGEDCO reserves the right to place orders among more than one bidder.

9.4 The TNPGL erstwhile TANGEDCO will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the indent, not with standing 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 TNPGL erstwhile TANGEDCO in addition to the liquidated damages for delay, the actual difference in price whenever

the TNPGL erstwhile TANGEDCO orders the delayed quantity to be supplied / executed by other agencies at higher rate.

9.5 The delivery period will be reckoned from the date of receipt of dispatch instruction by the concerned Superintending Engineers of Gas Turbine Power Stations

9.6 The actual date of receipt of each material will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.

9.7 It is the responsibility of the supplier to give 7 days advance information for despatch of materials and other obligations under the terms and conditions of this contract in order to deliver the materials within the contractual delivery period quoted /agreed wherever applicable.

9.8 The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.

9.9 Sample: Not Required.

10.0.E-Way Bill is an electronic document to be generated to cover movement of goods more than ₹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 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 to ensure the delivery at the destination stores/sites of TANGEDCO. Therefore, it is the responsibility of the supplier or their transporters to generate e-way bill before transporting goods for delivery at TANGEDCO's premises.

11.0 LOSS OR DAMAGE:

11.1 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 one month from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced/rectified by the supplier, free of cost as per the Clause of Replacement of Defective/Damaged materials of this specification.

11.2 If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or 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 that account or require the supplier to replace the defective goods, free of cost.

11.3 Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification, 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.

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

11.5 For all legal purposes, the materials shall be deemed to pass into the TNPGL's erstwhile TANGEDCO ownership at the destination Stores, where they are to be delivered and accepted.

12.0 LIQUIDATED DAMAGES AND PENALTY:

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

If the supplier fails to deliver the equipment's/materials within the time specified in the contract or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT (0.5%) of the contract price of the undelivered

equipment/materials for each completed week of delay. The total liquidated damages shall not exceed TEN PERCENT (10%) of the contract price of the equipment/materials so delayed. Only the date of actual receipt of materials at stores will be reckoned as date of delivery for this purpose. It should be noted that if a contract is placed on the higher bidder in preference to the lowest acceptable tender in consideration of the offer of earlier delivery, the said contractor will be liable to pay the Board 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.

12.1 Equipment will be deemed to have been delivered only when all its component parts and its accessories are also delivered. If certain components and accessories are not delivered in time the whole equipment will be considered as delayed unless, the missing parts are delivered. The Liquidated damages will also be levied for the quantity not supplied as is done for the delayed supplies. If supplies effected in part which could not be beneficially used by the TNPGL erstwhile TANGEDCO (due to such incomplete supply), liquidated damage will be worked out on the basis of entire contract price of the such whole units which could not be beneficially used and not on the value of delayed portion.

12.2 If supplies to be rendered are made by the supplier beyond the period of delivery and they are accepted by the Board, such acceptance is without prejudice to TNPGL erstwhile TANGEDCO right to levy liquidated damages for the delay in supply.

12.3 If the ordered materials are not delivered, the purchaser shall recover from the supplier, as liquidated damages a sum equal to TEN PERCENT (10%) of the contract price of the equipment/materials undelivered besides forfeiture of security deposit.

12.4 The suppliers are liable to pay the amount of loss sustained by TNPGL erstwhile TANGEDCO in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TANGEDCO under the terms and conditions of contract and in the event of placing orders for such quantities on some other at a higher price.

12.5 Bidders not giving clear and specific acceptance to the above clauses are liable for rejection.

12.6 If there is any downward trend in prices on account of belated supplies, the bidders have to accept the same with the levy of liquidated damages, for belated supplies.

13.0 FORCE MAJEURE:

13.1 If at any time, during the continuance of the contract, the performance in whole or in part, on any obligation under this contract, is prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the bidder to the TNPGL erstwhile TANGEDCO within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non- performance or delay in performance and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

13.2. 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, TNPGL erstwhile TANGEDCO may at its option terminate the contract by a notice in writing.

14.0 GUARANTEE:

14.1 The entire materials should be guaranteed for the satisfactory usage for a period of 24 months from the date of receipt of materials in good condition

- 14.2 Any defects noticed during this period shall be rectified free of cost to TNPGL erstwhile TANGEDCO within 2 (Two) months from the intimation of defect/failure. Irrespective of number of failures and repairs, the successful bidder shall be responsible for free replacement of the defective materials. If they are not rectified or replaced within this period the contractor shall pay Liquidated Damages as per Liquidated Damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures.
- 14.3 The incidental expenses, insurance and freight charges for the replacement of defective materials within the guarantee period and till such time it serves a continuous period of 12 (Twelve) months as said above after last repairs shall also be borne by the successful bidder.

15.0. REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:

Notwithstanding anything contained in Liquidated Damages clause of this contract, where the whole or part of the materials supplied by the supplier are found to be defective or damaged or are not in conformity with the contract, such defects or damages in materials supplied shall be rectified either at the point of destination or at the supplier's works at the cost of the supplier against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within one month on receipt of intimation from the TNPGL erstwhile TANGEDCO of such defects or damages. If the defects or damages are not rectified or replaced within this period, the Bidder shall pay a sum towards liquidated damages as per the liquidated damages clause above for the delay from the date of receipt of intimation of the defects or damages.

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 erstwhile TANGEDCO by the supplier.

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 contract or are unsuitable for the purpose for which they are purchased then it will be open to the TNPGL erstwhile TANGEDCO, either to reject the goods and repudiate the entire contract and claim

such loss that the TNPGL erstwhile TANGEDCO may suffer on that account or require the Bidder to replace the defective goods free of cost.

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 contract or are unsuitable for the purpose for which they are purchased then it will be open to the TNPGL erstwhile TANGEDCO either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and require the Bidder to replace the balance or pay compensation to the extent of the loss sustained by the TNPGL erstwhile TANGEDCO on that account.

16.0. FAILURE TO EXECUTE THE CONTRACT:

Suppliers failing to execute the order placed on them to the satisfaction of the TNPGL erstwhile TANGEDCO under terms and conditions set forth therein, will be liable to make good the loss sustained by the TNPGL erstwhile TANGEDCO, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of security deposit.

17.0. NON-ASSIGNMENT:

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

18.0. EFFECTING OF RECOVERIES:

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

19.0. INCOME TAX

Bidders shall furnish their Permanent Account Number (PAN) in their offer or other relevant documents without fail.

20.0. 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.

21.0. ARBITRATION:

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

22.0. DEVIATIONS FROM SPECIFICATION:

No deviations in commercial and Technical terms shall be acceptable. If any of the bidders who have taken deviations in the commercial terms and withdrawn their commercial deviations subsequently, they will not be allowed to submit any supplementary price bid for their withdrawal of deviations in commercial terms and conditions.

23.0. TEST CERTIFICATES: Manufacturers Test Certificate is to be furnished along with supply.**24.0 RESPONSIBILITY:**

The supplier is responsible for safe delivery of the materials at the destination stores. The bidder should include and provide for packing and secured protection of the materials so as to avoid damages or loss in transit.

25.0. INSPECTION: Not required

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

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

Not less than 15 days advance intimation shall be given about the quantity of materials that will be ready for inspection and testing by the TANGEDCO's Officers/Third Agency authorized by the TANGEDCO. The arrangement for inspection and testing shall be made by suppliers in such a way that the delivery schedule is kept up. The materials must be dispatched only after obtaining approval of test reports and dispatch instructions from TNPGL.

26.0. COMPLETENESS OF TENDER:

The tender should be completed with all details of illustrative and descriptive literature and drawings. The bidders shall furnish the complete technical details

of the equipment. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The bidder 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 bidder shall not be eligible for any extra charges in respect of such minor accessories though not included in the tender.

27.0 RECOVERIES OF DUES:

The TNPGL is empowered:

(a) To recover any dues against this contract in any bills/ Security Deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with TNPGL.

(b) To recover any dues against any other contract of the suppliers with TANGEDCO, with the available amount due to the suppliers against this contract.

28.0 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, Madras, 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 their jurisdiction. In case, any part of cause of action might arise within the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful bidder shall furnish an undertaking in a non/Judicial stamp paper of **Rs.500/-** agreeing to the above condition.

29.0. DEATH, BANKRUPTCY ETC.:

If the Bidder shall die or commit any act of Bankruptcy or being a corporation/company commence to be wound up except for reconstruction purposes or carry on its Business under a receiver, the executors, successors or other representative in law of the estate of the Bidder or any such receiver, liquidator or any person in whom the tender may become vested, shall forthwith given notice thereof in writing to TNPGL erstwhile TANGEDCO and shall given for one month, during which, he shall take all reasonable steps to prevent stoppage of the works, have the option of carrying out this tender subject to his/or their providing such guarantees as may be required by TNPGL erstwhile TANGEDCO but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works the period of option under the clause be fourteen days only. Provided that, should the above option be not exercised, the tender may be terminated by TNPGL erstwhile TANGEDCO by notice in writing to the Bidder. And the same power and provisions reserved to TNPGL erstwhile TANGEDCO on the taking of the work out of the Bidder's hands shall immediately become operative.

SECTION - VI
TECHNICAL SPECIFICATION

The **Procurement of Spares for Vacuum Pumps Heat Exchanger Plates at KGTPS/Maruthur**

Spares of Funke Make plate Heat Exchanger Model: FP – 14 – 41 – 1 – N for Elmo 2BE1 253 OMY 4 Z Vacuum Pump or its Equivalent

Sl. No	Description of Material	Quantity Required
1.	NBR HT End Gaskets for FP 14	1 No.
2.	NBR HT Start Gaskets for FP 14	1 No.
3.	NBR HT Channel Gaskets for FP 14 (O Ring)	41 Nos.

Note : The Bidder may inspect the site to access the material & Model before quoting

SCHEDULE – A
PRICE SCHEDULE

Sl. No.	Description of material	Qty.	Ex-works Price (Firm) in Rs.	P&F in Rs.	F&I in Rs.	GST applicable in %	Per unit All inclusive FOR (D) Price including Taxes, P&F
	<u>Spares of Funke Make plate Heat Exchanger Model: FP – 14 – 41 – 1 – N for Elmo 2BE1 253 OMY 4 Z Vacuum Pump or its Equivalent.</u>		Rs.				
1.	NBR HT End Gaskets for FP 14	1 No.	To be quoted online				To be quoted online
2.	NBR HT Start Gaskets for FP 14	1 No.					
3.	NBR HT Channel Gaskets for FP 14 (O Ring)	41 Nos.					

NOTE: 1) The Ex-factory price shall be kept firm.
2) The price quoted shall be given in words & figures.
3) The rate of GST shall be indicated.
4) HSN/SAC codes may be furnished.

**** Rate shall be quoted for F.O.R Kuttalam Gas Turbine Power Stations.**

Accepted TNPGL'S (erstwhile TANGEDCO) Terms and conditions as in the specification.

SIGNATURE OF BIDDER WITH COMPANY SEAL

SCHEDULE-B

DEVIATION FROM TECHNICAL SPECIFICATION

All technical deviations from the specification shall be filled in by the Bidder, clause by clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The bidder hereby confirms that the above mentioned are the only deviations from the Technical Specification and the tender conforms to the specification in all other respects.

**COMPANY SEAL
DATE**

**SIGNATURE
DESIGNATION
COMPANY NAME**

SCHEDULE – C
DEVIATION FROM COMMERCIAL SPECIFICATION

All Commercial deviations from the specification shall be filled in by the Bidder, clause by clause, in the Schedule.

SECTION NO	CLAUSE NO	DEVIATION

The bidder hereby confirms that the above mentioned are the only deviations from the Commercial Specification and the tender conforms to the specification in all other respects.

COMPANY SEAL DATE

SIGNATURE
DESIGNATION
COMPANY NAME

SCHEDULE – D

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

SIN o.	Name and address of the Organisation	Description	Purchase Order No. & Date	Qty	Value of order in Rs. Lakhs	Schedule dateofcom pletion ofOrder	Actual date of Completion of Order
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

COMPANY SEAL DATE
Name
DESIGNATION
COMPANY

SIGNATURE

SCHEDULE – E
TAMIL NADU POWER GENERATION CORPORATION LIMITED
SPECIFICATION NO.SE/KGTPS/M.OT.NO- 22/2025-26

To
The SE/KGTPS,
MARUTHUR.

Dear Sir,

1. Having examined the above specification together with the accompanying schedules etc., we hereby offer to supply the equipment 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 combined security deposit cum performance guarantee clause, Section-V of the specification we agree to furnish security cum Performance guarantee to the extent of 5% of the total value of the contract.
4. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

PLACE:
DATE:
COMPANY SEAL:

SIGNATURE :
DESIGNATION :
COMPANY :

SCHEDULE - F

FORMAT FOR BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM

PERFORMANCE GUARANTEE

(In Non - Judicial - Rs.500/- Stamp Paper)

THIS DEED OF GUARANTEE made on this day ofonly by the Bank of.....
(Branch name & address) (herein after called "the Bank") to and in favour the TNPGL erstwhile TANGEDCO a company registered under companies Act, 1956 having its office at NPKRR Maaligai , Electricity Avenue, 144, Anna salai , Chennai – 600 002, herein after called the " Corporation " (which expression shall where the context so admits mean and include the successors in office and assigns " having its Registered Office at Anna Salai, Chennai – 2, represented by the Chief Engineer/Gas Turbine Schemes, V Floor, NPKRR Maligai, 144, Anna salai, Chennai (hereinafter called "The Purchaser").

WHETHERAS Messrs.
.....(hereinafter called "The Contractor") have by virtue of the contract entered into with the purchaser as per P.O. No. Dt. agreed with the purchaser to In accordance with the terms and conditions contained therein:

AND WHEREAS in accordance with the terms of the contract in P.O. No. dt. The contractor has to pay a sum of Rs...../- (Rupees.....only) towards combined security deposit cum Performance Guarantee from a Nationalized Bank.

AND WHEREAS the contractor has requested the purchaser to accept bank guarantee in lieu of combined security deposit cum Performance Guarantee for a sum equivalent to 5% (Five percent) of the Value of the Contract for the satisfactory performance of the Contract.

AND WHEREAS the Bank has at the request of the Contractor agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specifications indicated in the terms and conditions in P.O. No..... dt. or in the letter Dt.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the purchaser having agreed to accept the Bank guarantee from a Nationalized Bank towards combined security deposit cum Performance Guarantee for a sum equivalent to Rs..... (Rupees..... only) the Bank do hereby guarantee that if the contractor fails to perform the contract in accordance with the specifications and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to the purchaser such amount or amounts, as the Bank may be called upon to pay be the purchaser:

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

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Purchaser.

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

3. The guarantee herein contained shall remain in force till the terms and conditions of the P.O. No..... dt..... have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after expiry of

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

5. Any account settled between the purchaser and the contractor shall be the conclusive evidence against the bank for the amount due and shall not be questioned by the Bank.

6. The expressions 'Bank', 'Contractor' and 'purchaser' herein before used shall include their respective successors and assigns.

IN WITNESS WHERE OF THIRUacting 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.

2.

(Name in capitals to be subscribed with designation, office address or residential address)

ANNEXURE – I

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS (To be furnished in non-judicial stamp paper value of not less than Rs. 500/-)

This Undertaking execute dateon this..... (date)

..... Month Two Thousand.....by M/s

....., a company registered under Companies Act,1956 having its
Registered office at.....

hereinafter called the Contractor (which expression shall where the context so admits mean and include its successors in office and assigns) with the Tamil Nadu Generation and Distribution Corporation Limited, subsidiary of TNEB, is a body Corporate incorporated under Companies act 1956, having its registered office at 144, Anna Salai, NPKRR Maaligai, Chennai – 600 002, hereinafter called the Purchaser (which expression shall where the context admits mean and include its successors in office and assigns).

WHEREAS the contract is for the supply of.....

in terms of the Purchase Order No.....dated.....

AND WHEREAS in accordance with Clause..... of the above said P.O Certain terms were stipulated for the above supply.

AND WHEREAS in accordance with clause of the above mentioned Purchase Order the contractor 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 City Civil Court of Chennai or other Court of small causes, atChennai.

In consideration of TNPGL erstwhile TANGEDCO having agreed to accept the Undertaking from the contractor, undertakes that no suit or proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than in the City Civil Court of Chennai or other Court of small causes, atChennai.

It is also agreed that no other court shall have jurisdiction to any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of the action arises

within the jurisdiction of any of

the courts in Chennai City, then it is agreed to between the parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of the cause might arise within the jurisdiction of such courts.

IN WITNESS WHEREOF THIRU of

The contractor hereby puts his hand and seal for due observance of the Undertaking in the presence of the following witnesses.

SIGNATURE WITH SEAL

WITNESSES:

(Signature with Name and Address)

1.

2.

ANNEXURE-II**CHECK LIST FOR BID QUALIFICATION****(TO BE UPLOADED IN Part –I “COMMERCIAL AND TECHNICAL BID)**

Sl. No.	Particulars	Bidder's response
1.	Name and Address of the Firm/Company	
2.	Address of the Registered office, Phone Nos. etc	
3.	Address of the Factory/Works, Phone Nos. etc.	
4.	Fax No. for correspondence and E-Mail address	
5.	(a) Confirm whether the bidder is a manufacturer of the tendered material (b) If yes, whether documentary evidence is enclosed (c) If so, list the documentary evidence	Yes/No
6.	The bidder must have supplied heat exchanger / coolers / pumps to Central/ State/ Private Sector (or) TNEB/ TANGEDCO/ TNPGL/ TNGECL/ TNPDL/ PSU/ OSEB's Government organization (or) Government undertakings in India during the preceding ten years on the date of tender opening. The bidder shall upload scanned original / Attested copy of the Purchase Order for the above. The date of Purchase Order will be reckoned for ascertaining the eligibility of the tender.	Yes/No

DATE :**SIGNATURE OF THE BIDDER****PLACE :****NAME :****STATUS IN THE COMPANY
(AFFIX SEAL OF THE COMPANY)**

ANNEXURE-III.
CHECKLIST FOR COMMERCIAL TERMS.

(TO BE UPLOADED IN Part –I “COMMERCIAL AND TECHNICAL BIDS)

Sl. No.	Particulars	Bidder's response
1.	<p>EARNEST MONEY DEPOSIT:</p> <p>(i) Amount</p> <p>(ii) Mode of payment</p> <p>(iii) If exempted state whether the bidder is</p> <p>(iv) If SSI unit state whether copy of duly attested Permanent Registration Certificate enclosed</p> <p>(v) Whether the material tendered is included in the certificate</p> <p>(vi) Validity of the permanent registration certificate</p> <p>(vii) Whether undertaking on a non-judicial stamp paper of value more than Rs.500/- (Rupees Five Hundred) enclosed in lieu of EMD</p>	<p>Rs.1,290/- E - Receipt Permanent EMD/Undertaking</p> <p>SSI unit of Tamil Nadu/SSI unit registered with NSIC/Unit of Government of Tamil Nadu</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
2.	Whether the offer is valid for a period of 180 (one hundred and eighty) days from the date of opening of commercial/Technical bids	Yes/No
3.	<p>PRICE:</p> <p>i) Whether quoted firm price valid for the entire contract period</p> <p>ii) Whether the quoted price contain the following breakup price</p> <p>a) Unit ex-works price</p> <p>b) Unit GST on Ex-works price (Percentage and amount)</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>

	<p>iii) Confirm that any additional amount of GST due to upward revision on account of increase in turnover during the contractual period shall be borne by the bidder.</p> <p>vi) Confirm that the price quoted is after taking into account of the Input tax credit benefit</p> <p>vii) Whether the bidder is agreeable in case of delayed delivery, the GST prevailing on the date of actual delivery or the GST applicable on the date of contractual delivery date whichever less shall only be payable.</p> <p>viii) Confirm that Freight and Insurance charges quoted are applicable for delivery to site including the unloading by the supplier.</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
4.	<p>Whether the bidder is agreeable for the following clauses specified under Section V of the specification.</p> <p>i) Payment terms</p> <p>ii) Combined Security Deposit cum Performance guarantee</p> <p>iii) Delivery</p> <p>iv) Liquidated damages</p> <p>v) Jurisdiction for legal proceedings</p> <p>vi) Guarantee Clause</p> <p>vii) Test Certificate along with supply</p> <p>viii) Force Majeure clause</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
5.	<p>i) Whether bidders furnished their Permanent Account Number (PAN) in their offer.</p>	<p>Yes/No PAN No.</p>

DATE:
PLACE:

SIGNATURE OF THE BIDDER
NAME:
STATUS IN THE COMPANY
(AFFIX SEAL OF THE COMPANY)

ANNEXURE -IV.
CHECKLIST FOR TECHNICALTERMS.
(TO BE UPLOADED IN Part –I “COMMERCIAL AND TECHNICAL BIDS”)

Sl. No.	Particulars	Bidder's Response
1.	i. Whether the supply offered is exactly as per technical specification of the TNPGL erstwhile TANGEDCO ii. If not, give details of technical deviation in the deviation scheduleB	Yes/No
2.	Whether the test Certificates for tendered material is enclosed as per the specification of theTNPGL erstwhile TANGEDCO	Yes/No

DATE :

SIGNATURE OF THEBIDDER

PLACE:

NAME:

STATUS IN THE COMPANY

(AFFIX SEAL OF THE COMPANY)

ANNEXURE V

Declaration to be submitted by the bidders in Non Judicial Stamp paper of value not less than Rs.500/-

To

The SE/KGTPS,

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

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

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

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

we hereby declare that we are extending Rs. _____/- of % as _____ rebate in my award of price against input tax credit benefit.

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 erstwhile TANGEDCO failing which TNPGL erstwhile TANGEDCO may take appropriate action.

Signature of bidder with Company Seal.

Note: i) In the event of furnishing Nil ITC benefit, the same should be supported with certificate from Chartered accountant

ii) Bidder may strike out the para not applicable

ANNEXURE -VI

Declaration pursuant to Section 206AB

(To be submitted by applicable Suppliers)

This is to declare that (Name of the supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2022-23 and 2023-24 (FY 2021-22 and FY 2022-23) and we shall file the ROI for Assessment Year 2024-25(Financial Year 2023-24) within the due date as per the provisions of the said Act.

Permanent Account No. (PAN) of our Company/Firm/Individual is **The details of Return of Income filed are as below:**

S. No	Assessment Year	Acknowledgement No	Date of Filing
1	2022-23		
2	2023-24		
3	2024-25		

Place :

Date :

(Authorized Signatory)
Signature & Seal

Annexure -VII

UNDERTAKING IN LIEU OF PAYMENT OF EMD TO BE FURNISHED IN NON JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN RS.500/-

THIS UNDERTAKING executed at on this.....
.day of . . . Two thousand and by M/S.
..... a company registered under companies Act 1956, having its registered
office at herein-under, called the "Bidder" to AND IN FAVOUR OF THE TAMIL
NADU POWER GENERATION CORPORATION LIMITED erstwhile TANGEDCO, a body Corporate
incorporated under Companies act 1956, having its office at N.P.K.R.R., Maaligai, 144, Anna Salai,
Chennai-600 002, represented by Chief Engineer/Gas Turbine Schemes hereinafter called the
'TANGEDCO'

WHEREAS the contract is for the supply of ----- in terms of the Tender Specification
NO.....dated

AND WHEREAS in accordance with clause of the above said tender
specification, the bidder has to furnish E.M.D. of Rs. (Rupees
..... only) AND WHEREAS the bidder has requested TNPGL erstwhile TANGEDCO
to accept an undertaking in lieu of payment in cash of the E.M.D. AND WHEREAS TANGEDCO
has accepted the request of the bidder subject to executing an undertaking to pay to the
TNPGL erstwhile TANGEDCO not exceeding Rs..... (Rupees
only) representing the Earnest Money Deposit together with costs in case of non
fulfillment of the conditions stipulated in the Tender Specification/or the conditions stipulated
in the contract by the bidder.

IN CONSIDERATION OF THE CORPORATION having agreed to accept an undertaking
from the bidder in lieu of payment of Earnest Money Deposit in cash, the bidder undertakes to
pay the sum of Rs. (Rupees only)
immediately when a demand is raised by the CORPORATION against the bidder 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 terms quoted during the validity period, without specific
request by the Board.
- iii. If he violates any of the conditions of Tender Specification No.

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING is such that if the
bidder shall duly and faithfully observe and perform the terms and conditions specified in terms of
above, then the above written undertaking shall be void, otherwise the same shall remain in
full force. The bidder undertakes not to revoke this guarantee till the contract is completed
under the terms of contract.

The expressions, 'bidder' and TNPGL erstwhile TANGEDCO before used hereafter shall include their respective successors and assign in office.

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

In the presence of

Witnesses:

- | | |
|----|-----------|
| 1. | Signature |
| 2. | |

NAME IN BLOCK LETTERS
Signature with names and
addresses.

SEAL OF THE COMPANY