TAMIL NADU POWER GENERATION CORPORATION LIMITED

SPECIFICATION FOR THE PROCUREMENT OF 219.1 OD & 273 MM OD SEAMLESS PIPES WITH SUITABLE M.S FLANGES FOR ASH CONVEYING PILE LINES OF PDFAC SYSTEM FOR UNIT I & II

THROUGH E-TENDERING

(Through NIC Platform)

SPECIFICATION NO: CE –301/ 2025-26

Due Date :17.03.2026

OFFICE OF THE
CHIEF ENGINEER
NORTH CHENNAI THERMAL POWER STATION-II
CHENNAI-600120

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

INSTRUCTION TO BIDDERS FOR DOWNLOADING / SUBMISSION OF ONLINE E-TENDER

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

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

2.0 Registration:

2.1 The prospective bidders can submit bids online however; the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.

2.2 As a 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 III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / e Mudhra 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 ASSISTANCE TO BIDDERS:

3.1 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 mentioned below.

3.2 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. same point discussed in the Sl.No. 3.

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 TNPGCL and the successful bidder(s) subsequent to the bidding process

Contact persons:

For **queries related to registration and Web Portal for online bidding (NIC)**: E-mail : support.etender@nic.in 24x7 Help desk No: 0120-4001002, 0120-4001005, 0120-6277787	**For queries related to tender specification:** 1) Executive Engineer/ MM/NCTPS-II Contact No. 9445857869, 044-27950116 Email: eeemmnctps2@tnebnet.org 2) Assistant Executive Engineer/E/MM/NCTPS-II Contact No.9445866424 Email : aeemmenctps2@tnebnet.org

4.0 System Requirement:

i. Operating System: Windows XP-SP3 & above
ii. Internet browser: IE10 and above / Firefox 42 to 49 / Firefox ESR 52
iii. Signing type: Digital Signature (class III)
iv. JRE 8 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 download and go through the particulars available under "Bidders Manual Kit" at "https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit & service=page"

5.0 Searching for Tender Document:

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

5.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

5.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

6.0 Preparation of Bids:

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

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

6.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF / JPG formats**. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies.

One hard copy of the electronically submitted bid documents **along with original bond/NJS** wherever applicable **excepting the price schedule shall have to be Submitted to SE/P&A/NCTPS-II within three days** 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. However, **applicable BQR evidences must be submitted as per Tender Specification**.
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" to pay the tender fee / EMD as applicable.
i. The online payment Gateway has been enabled for TNPGCL in TN Tenders portal (**https://tntenders.gov.in**). The payments for the tenders like EMD will be carried out by the Bidders only through online payment mode.
ii. The EMD amount should be the exact amount and no excess or less amount should be transferred through **online payment gateway**. If excess or short, the tender status will be shown as invalid.
iii. If submitting EMD as BG/PEMD/ Udyam (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**. TNPGCL 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 Excel file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder) and the same must be uploaded as Schedule "B"**. 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 and not considered for evaluation.**

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 256bit 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.
7.9Upon 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 TNPGCL may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TNPGCL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

8.0 Late Bid:

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

9.0 Modification and withdrawal of bids:

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

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

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

TAMIL NADU POWER GENERATION CORPORATION LTD.

NOTICE INVITINGE- TENDER

TENDER SPECIFICATION ABSTRACT

For and on behalf of TNPGCL Limited, tenders are invited **through Online** under Open Tender – Two Part system for the following procurement:

1	Tender Specification No	**CE- 301 / 2025-26/NCTPS-II**		
2	Material Description	Tender for the Procurement of 219.1 OD & 273 mm OD Seamless pipes with suitable M.S Flanges for Ash Conveying pile lines of PDFAC System for Unit I & II.		
3 (i)	Quantity	**Refer Schedule A**		
3 (ii)	Place of Delivery	**NCTPS-II Stores, Chennai – 120, Tamilnadu.**		
4	Guidelines to the vendors - For Trouble free viewing & downloading the Tender Specification in the Web Portal	1. SuccessfulRegistration with Vendor (NIC). only after the Vendor's registration with the "NIC" E -procurement portal with **Class III signing type digital certificate.** **https://www.tntenders.gov.in** 2. Creation of User Login ID and Mobile confirmation 3. Recommended version of O/S used or available in the devise/system. 4. Uninterrupted Adequate net speed. 5. Recommended valid digital certificate (DSC Class III).		
5(i)	Method of Tender	E-Tender - Two Part System (**Refer Section –IV)** (Online : Part I - Techno-Commercial Bid and Part II – Price Bid / BOQ)		
5(ii)	Specification at website		TNPGCL	www.tangedco.gov.in
			NIC	https://tntenders.gov.in
5(iii)	URL for online **bid submission for E –tender only on**	https://tntenders.gov.in		
6 (i)	Earnest Money Deposit Amount (**EMD**)	**Rs. 1,74,000/-** (Rupees One Lakh Seventy Four Thousand Only)		
		EMD to be paid through online payment gateway. **a)The online payment Gateway has been enabled for TNPGCL in TN Tenders portal (**https://tntenders.gov.in/**). The payments for the tenders like EMD should be remitted by the Bidders only through online payment mode.** **b) For Exemption of EMD** (i)The exempted categories of tenderers as given in clause 9 of Section I, **should upload valid copy of Udyam Registration Certificate/NSIC**. Manufacturing facility or Scope of the activity related to the Tendered material should be clearly indicated in the Udyam Registration Certificate. **c) PEMD holder as per clause 4 of section-I** E-receipt / other appropriate documents reflecting the EMD Transaction should be up loaded. **d)** In the form of **Bank Guarantee** with one year validity.		
7(i)	Pre bid queries Start Date & Time (Through e mail only) E-Mail ID :sepanctps2@tnebnet.org	**05.03.2026 @ 10.00 Hrs (**Through e mail only) E-Mail ID :sepanctps2@tnebnet.org		

7(ii)	Pre bid queries End Date & Time (Through e mail only). The queries received after this date and time will not be considered.	**05.03.2026 @ 14.00 Hrs (**Through e mail only) E-Mail ID: sepanctps2@tnebnet.org
8	Closing Time & date for submission of EMD	**16.03.2026 @14:00 hrs**
9	Date of closing of online E –Tender for submission of Techno Commercial Bid & Price Bid.	**16.03.2026 @14:00 hrs**
10	Date & time of opening of Tender electronically	**17.03.2026 @14:30 hrs**
11	Bid Qualifying Requirements	**Refer Section –II**
12	Documents to be uploaded by the Tenderers during E–submission	EMD paid E – receipt / Evidence for exemption of EMD, Schedule A to F and Annexure I to V and other documents whichever is applicable and also documents for Bid Qualifying Requirements has to be uploaded. Prices should be quoted **ONLY through "On Line" in BOQ (Schedule B)** All the copies of evidences should be attested by the Gazetted Officer / Notary Public and the same should be scanned (originals) and uploaded.
13	Place at which tenders will be opened	Office of the Superintending Engineer / Purchase and Administration / NCTPS II / Chennai -120.
14	GST	TNPGCL opts to purchase Goods and Services only from the GST Registered Persons and GSTIN shall be furnished in the offer.
15	Validity	Refer: Sl.No: 10 of Section – IV
16	TNPGCL Payment	Refer: Sl.No: 24 of Section –V
17	Schedule of Prices	Refer: (**BOQ) Schedule - B**
18(i)	Technical Details	Refer: Schedule - A
18(ii)	Test Certificate (as per Clause 21.0 of Section V)	Manufacturer's Test certificate / OEM's Fitment and Interchange ability certificate as per Manufacturer's standard / Calibration Certificate as per IS Standards / Material test certificate in original issued by the Government approved Lab as per IS Standards for the items mentioned in the PO as called for in the specification. The testing method and test result with reference limits, etc. shall be furnished in the test certificate.
18(iii)	**Statutory rule to the bidders**: Along with TC bidders advised to prove the MOC details as per suggested the practice (Applicable / ~~Not applicable~~)	1. The material quality such as chemical composition etc., as per technical specification is to be ensured by the supplier using the **material analyser (PMI)** in the presence of board Engineer after material delivery at NCTPS-II stores at suppliers cost.
19	Delivery Period	Refer: Sl.No:20 of Section –V
20	Rejection of Tenders	Refer: Section –III
21	Questionnaire	Refer: Schedule - "F"
22	Jurisdiction of Legal Proceedings	Refer Sl.No:39 of Section – V
23	Clarification to be sought for from	Superintending Engineer /Purchase and Administration/ NCTPS II/Chennai-120.

		Any clarification in the tender shall be sought 48 Hrs before the bid submission time. Email id: **sepanctps2@tnebnet.org**
24	Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules in 2000 & 2012 and subsequent amendment are applicable to this tender.	
25	Detailed TNPGCL's Terms and Conditions furnished in Section I to V, except the clauses which are mentioned "Not applicable" in Tender Specification Abstract, may be followed.	
26	Specific concurrence or otherwise to the technical specifications and general terms and conditions outlined in the specification should be furnished in the tender. FAILURE TO DO SO WILL BE TAKEN AS CONCURRENCE TO THE TERMS AND CONDITIONS MENTIONED IN THE SPECIFICATION.	
27	Supporting Documents Provided by the OEM with respect to Technical /MOC/ Quality/IS Standards towards the tendered items like, Drawings/ Part. Nos / brand/ make / OEM technical papers may be enclosed – to early finalizing the Tender.	

Sd. xxxxx / --------
Chief Engineer/Mech/NCTPS-II

Encl: 1. Section I to V
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SECTION – I
EARNEST MONEY DEPOSIT

1.0 Intending Tenderer should pay an EMD amount as specified in the Tender Specification Abstract.

1.1 Tenderer should pay the specified amount towards Earnest Money Deposit as follows: **Earnest Money Deposit: Rs. 1,74,000 /-** (Rupees One Lakh Seventy Four Thousand Only). Scanned copy of the E-receipt duly reflecting the EMD Transaction shall be uploaded.

1.2 If submitting Earnest Money Deposit as PEMD/Udyam(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.

1.3 After confirming the EMD paid amount / Exemption uploaded, then only the system /tender portal will allow to submit the technical and financial bids.

2.0. **Mode of Payment:**

a) The online payment Gateway has been enabled for TNPGCL in TN Tenders portal (www.tntenders.gov.in). All the payments for the tenders like Earnest Money Deposit should be remitted by the tenderer only through online payment mode. 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 as single payment.

3.0) (i) **PERMANENT EARNEST MONEY DEPOSIT**

The Tenderers who are having valid Permanent EMD with **TNPGCL/TNPDCL** for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

Sl.No.	**PEMD Slab**	**Monetary limit of tender value of participate without payment of EMD**
1	Rs.2,00,000/-	In case of all Iron and Steel materials, main producers (Government of India Undertaking only) for procurement of Iron & Steel materials.
2	Rs.20,00,000/-	In case of Tenders not exceeding Rs.10 Crores in value.
3	Rs.40,00,000/-	In case of Tenders not exceeding Rs.50 Crores in value.
4	Rs.1,00,00,000/-	In case of all Tenders without any monetary limit

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.10,00,000/- are not eligible for participating in the tender under this PEMD category unless they pay the differential amount for the new PEMD slab.

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNPGCL as Permanent E.M.D. well in advance and obtain a certificate from the Financial Controller/Purchase and upload copy of the same along with the tender.

3. 0 (ii) Bank Guarantee (BG):

i). The EMD in the form of Bank Guarantee (BG) with one year validity is also acceptable. However, **the BG should be submitted in original to the Tender Inviting Authority before the date of tender opening.** Otherwise, the tender shall be specified as summarily rejected citing the non compliance of EMD

ii). The Bank Guarantee towards EMD shall be in the form of an irrecoverable Bank Guarantee on non-judicial stamp paper of value not less than Rs.100/-as per the pro forma enclosed as Annexure - V of this specification obtained from any Nationalized bank/ Scheduled bank of India or any reputed foreign bank having branches in India.

iii). The scanned copy of the B.G shall be uploaded with the Bid.

iv). The Bank Guarantee shall be valid for one year.

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

4.0) The EMD will not carry any interest.
5.0) The Earnest Money Deposit will be refunded to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender.
6.0) In respect of the successful tenderer, the EMD remitted by the firm will be carried over as part of the Security Deposit payable by the tenderer.
7.0) **Any other mode of payment of EMD other than on line payment/**Udyam/NSIC (as mentioned in the specification) **shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.**

8.0) If the offer is found to be bogus or false during evaluation, TNPGCL could invoke the Bank Guarantee to recover the EMD on forfeiture.

9.0). EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT:-

(i) The following categories of Industries are exempted from payment of EMD subject to ensuring that the tendered item should be covered in their Registration Certificate showing the materials permitted to manufacture.

a) The firms located within the State of Tamil Nadu having Udyam Registration Certificate /NSIC. The firms located outside the State of Tamil Nadu having Udyam Registration Certificate /NSIC are not eligible for exemption from payment of EMD.

For EMD Exemption, the enterprises are classified as :
(i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed One crore rupees and turnover does not exceed five crore rupees;
(ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
(iii) **In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification. Further, a certificate from Chartered Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover should be enclosed.**

(iv) The Plant and Machinery shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the *Explanation I* to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery. The investment value in Plant and Machinery for the purpose has to be certified by a Chartered accountant and the same is to be uploaded in the bid in case the bidder claims EMD exemption.
b) Departments of the Government of Tamil Nadu.
c) Undertakings and Corporations owned by the Government of Tamil Nadu.
Others viz., Central and other State Government Departments, Undertakings and Corporations other than Tamil Nadu shall have to pay Earnest Money deposit.

Updating and transition period in classification of Enterprises:
An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self-declaration basis.
In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.
In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the

financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

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

Attested copy of Udyam Registration Certificate/NSIC to be uploaded by the firms located within the State of Tamil Nadu along with duly filled Undertaking for exemption from payment of EMD(Annexure-I). Whenever it is deemed necessary, TNPGCL 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.

10.0) To the effect to pay as penalty an amount equivalent to EMD together with costs if any, in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract . The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract.

11.0) Refund of EMD:

(i) The Earnest Money Deposit will be refunded automatically to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender. i.e. after technical evaluation

(ii) The Earnest Money Deposit will be refunded automatically to the eligible tenderer who have not received the detailed Purchase order. i.e. after issue Of P.O.

(iii) The Earnest Money Deposit will be Transferred to TNPGCL account in the case of successful tenderer on receipt of detailed Purchase Order and will not carry any interest. The Earnest Money Deposit paid amount will be adjusted in the Security cum Performance Guarantee.

(iv) The refund of EMD will be made to the bank account through portal from which EMD is paid by the bidder.

12.0) Conditions for rejection of bids:

a)) If the documentary evidence for the e-receipt of payment of EMD through Online not uploaded.
b) If the documentary evidence i.e., **Udyam Registration certificate/NSIC along with duly filled Undertaking for exemption from payment of EMD** towards Exemption from payment of EMD is not uploaded by the SSI units located within the State of Tamil Nadu.
c) If the tendered items are not covered in the UDYAM Certificate uploaded/NSIC as evidence for exemption from payment of EMD.
d) If the firms located outside the State of Tamil Nadu has uploaded **Udyam Registration certificate / NSIC** towards Exemption from payment of EMD, the offer will not be considered.

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

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

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

****

SECTION – II
BID QUALIFICATION REQUIREMENTS (BQR)

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

1. The bidder should have previously supplied seamless pipe of ASTMA 106 Gr. B Material of size 200 NB or above size with suitable M.S. Flanges as per ANSI B 16.5 for ash handling application to any one of Thermal power station having unit capacity of 210 MW or above for a value of not less than **Rs.43,66,000/-** (Rupees Forty Three lakhs Sixty Six Thousand) in a single order to TNPGCL / TANGEDCO / TNEB / PSU / OSEBs / Govt. Organizations / Govt. undertaking / Private Thermal station in India within a period of last ten years between the date of order and the date of tender opening.

2. The bidder should furnish performance certificate from the end user for the above executed order. In case the bidder executed order to TNPGCL / TANGEDCO / TNEB, the performance certificate from the end user will be obtained by tender inviting authority.

3. The bidders annual turnover should be more than **Rs. 43,66,000/-**(Rupees Forty Three lakhs Sixty Six Thousand) in any one of the said three financial years (2022-23, 2023-24 & 2024-25)

In case of companies registered under companies act, the copy of the Audited Financial statements like Profit & Loss Account and Balance sheet with UDIN for the above mentioned three years shall be furnished and in case of others, the annual turnover certified by the practicing Chartered Accountant with UDIN or copy of Indian Income Tax return acknowledgement or copy of enlistment certificate issued by NSIC containing turnover details for all the three years shall be enclosed as documentary evidence to ensure the annual turnover criteria.

4. The bidder should have GST registration No. in their own name.

NOTE TO BQR :

(1) The date of order furnished as the evidence for BQR (1) will be reckoned as the crucial date for evaluation of 10 year criteria on the date of Tender opening.

(2)In the event of documents uploaded with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders / contracts in TNPGCL Limited.

(3)The experience as the main contractor shall only be considered for satisfying the experience criteria specified in the BQR and the experience as a sub-contractor shall not be considered for the purpose and the offer of such tenderers shall be summarily rejected.

(4) Inspections reports / supply completion reports of the P.Os towards end user certification will not be considered. There should be specific remarks on the performance of the supply made.

(5) On the due date of Tender opening, Without validity of Government issued Licences/ Dealership Certificates need not be considered, even uploaded the remittance of fees receipt or application.

(6). To ascertain the Single Order value only with respect to the furnished Purchase Orders, specific material as mentioned in the BQR or higher grade/Size will be considered for evaluation.

(7). In the furnished POs not directly match with BQR and for similar or equivalent category of the material with respect to BQR evidences shall be specifically recorded in the annexure with proper justification for decision of TNPGCL.

(8). Please avoid uploading the **unnecessary documents** not related to the Tender.

(9). With respect to fulfilment of BQR conditions about annual turnover Criteria, copies of respective financial years mentioned in the BQR alone shall be uploaded.(i.e., Profit Loss, Balance Sheet & ITR statements). All the uploaded document should have authentication of charted Accountant seal & Sign.

Sd. xxxxx / -----
Chief Engineer/Mechanical
NCTPS-II

SECTION – III

1.0 REJECTION OF TENDERS

Tenders will be **SUMMARILY** rejected if

a) The EMD requirements are not complied with.

b) Received EMD in any other mode of payment other than online payment/PEMD.

c) Not paid the requisite EMD amount

d) Received by Post / Courier / telex /telegram / Fax / E-mail/ any other mode other than e-submission.

e) Does not meet Bid Qualification Requirement.

f) Received from any blacklisted firm or contractor.

g) Not accompanied with tender sample if requested and not in conformity with TNPGCL's technical specification

h) The documents furnished with the offer being found to be bogus or the documents contain false particulars.

i) Incomplete and evasive offer.

j) Received from a tenderer whose past performance / Vendor Rating is not satisfactory

k) Received from a tenderer who is directly or indirectly connected with Government service or TNPGCL Limited Service or service of Local Authority.

l) Indication of Prices in any of the schedule other than BOQ and indicating the prices of material to be offered in any of the scanned documents.

m) If the BOQ file is found to be modified by the bidder, the bid will be rejected.

n) Offer received from joint venture/consortium.

o) Not accepting TNPGCL payment terms.

Tender is **LIABLE** for rejection, if it is:

a. Non submission of scanned copy of the E-receipt duly reflecting the UTR Number.

b. Not submitted in the prescribed format & procedure.

c. Not covering the entire scope of supply of materials.

d. **If the declaration as specified in Schedule D1 is not signed and enclosed.**

e. Not containing all required particulars as per Schedule A to F.

f. Questionnaire as per schedule-F is not duly filled up and properly signed by the tenderer.

g. The offer of bidders who have not furnished the GSTIN Number in the offers.

h. The offer without HSN / SAC Code.

i. Any deviation in technical (except any latest amendments applicable to IS standards) or commercial conditions of this tender specification. i.e., not accepting the technical or commercial conditions and mentioning deviations

SECTION –IV

GENERAL TERMS AND CONDITIONS FOR TENDERERS

Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 & 2012 and subsequent amendments thereof are applicable to this Tender.

1.0 SCOPE OF SUPPLY:

1.1 The Scope of supply (described in Schedule A) includes design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at NCTPS II stores.

2.0 SUBMISSION OF TENDER OFFER:

2.1 The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein. **The bidder may visit the site to assess the technical compliance before offering their bids.**

2.2 The Tender Offer consisting of Schedules - A to F should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.

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

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

2.5 The tenderers should furnish the GSTIN number in the offer.

2.0 SUBMISSION OF TENDER SAMPLE:- (Not applicable)

3.0 (a).If, **TENDER SAMPLE** is applicable, the tenderer should send the sample of the quoted material to the SE/P&A/NCTPS-II or hand over to EA to SE/P&A/NCTPS-II on or before the due date and time of tender e-submission . The sample once furnished is final. If the tender sample is not technicallysuitable/ not as per the Technical Specification, the tender will be summarily rejected after testing.

3.0 (b).Acknowledgement Proof for submission of sample must be uploaded along with tender specification. If notit is liable for rejection.

4.0. QUESTIONNAIRE FILLING:

A Questionnaire is appended as Schedule-F in this specification for Bid Qualification Requirements, Commercial and Technical details. It is obligatory on the part of the tenderer to furnish all details as per the "Questionnaire". In case, this is not filled up and signed at the bottom of each page of the questionnaire and enclosed with the offer, the Bid will be liable for rejection.

4.1Modifications/Clarifications to Tender Documents:

4.1.1 At any time after the commencement of e-Tender and before the closing of the event, TNPGCL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login .

4.1.2 In case any tenderer asks for a clarification to the tender documents before 48 hours of bid submission of tenders, THE SUPERINDENTING ENGINEER/ PURCHASE AND ADMINISTRATION /NCTPS II / Chennai-120 will clarify the same.

4.1.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the **SUPERINDENTING ENGINEER/PURCHASE AND ADMINISTRATION/NCTPS II/ Chennai-120** on the clarifications will be final and binding on the Tender.

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

4.3 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4.4 QUOTATION OF RATES:

4.4.1 Rates should be quoted in figures i.e., integers only. The rates shall be kept FIRM for the entire period of contract.

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

4.5 PRINTED TERMS AND CONDITIONS IN TENDERS:

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

4.6 INCOMPLETE TENDERS:

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

4.7 AMBIGUITIES IN CONDITIONS OF TENDERS:

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

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

4.9 Tenderers shall bear all costs associated with the participation in the e-Tender and the purchaser will in no case be responsible or liable for these costs.

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

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

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

The prices quoted should be on FOR Destination basis for delivery at NCTPS-II STORES.

5.0 TENDER OPENING:

5.1 <u>OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I)</u>:

The Tender offers except price Bid will be **opened electronically from 14.30Hrs. Onwards on the date notified at the Office of the Superintending Engineer/ Purchase and Administration/NCTPS II/ Chennai-120, through https://www.tntenders.gov.in/ nicgep/app**

<u>Tenderers need not to visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.</u>

5.2 OPENING OF THE PRICE BIDS(BOQ): (PART - II)

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

6.0 INFORMATION REQUIRED AND CLARIFICATIONS:

6.1 In the process of examination, evaluation and comparison of tender offers, the TNPGCL may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

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

6.3 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. **The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.**

6.4 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TNPGCL for rejection of their offer, except as mentioned in Section-III. The TNPGCL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGCL.

6.5 Any corrections, over typing etc., in the tender should be attested.

7.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:

7.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000& 2012 and subsequent amendments.

7.2.0 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:

- The quoted price will be corrected for arithmetical errors.
- TNPGCL opts to purchase goods or services **only from the GST registered persons**.
- The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN / ~~SAC~~ code.
- The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + Packing & Forwarding + Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.
- Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.

The bidder shall quote separately the GST in Percentage, P&F & F&I (Both in Figures). The Evaluation will be based on all inclusive price with GST.

7.2.1 In respect of tenders where both supply of goods and services are involved, the respective GST for Services to be rendered shall be taken for evaluation purposes.

7.3 It is the responsibility of the tenderer to make sure to quote the correct rates of GST levies on the material at the time of tendering. If the rates quoted by the Tenderer are less / higher, the current rates prevailing at the time of tendering the applicable GST will be taken for the evaluation.

7.4 Any variation in GST due to statutory variation within the contract delivery period shall only be considered.

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

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

7.7 Withdrawal of Price preference**:** No price preference shall be extended to domestic SSI units and Public Sector Undertakings of the Government, in evaluating the offers, in view of the provision for extending price preference is withdrawn in Tamil Nadu Transparency in Tenders Act.

7.8 SPLITTING OF TENDER: In case where two or more tenderers quoted the same price, the tender accepting authority will split the procurement among such tenderers taking into consideration the experience and credentials of such tendered.

Where such splitting is not possible or could not be done equality, the tender accepting authority will identify the lowest tenderer by adopting one of the following approaches:

a) In case of multi-stage tender , by taking into account the qualification score of each tenderer from the first stage and tenderer with higher score will be adjudged the lowest tenderer or

b) By asking the two tenderer to provide their best and final offer of the financial bid in a sealed cover and the tenderer offering the most advantageous financial bid will be adjudged the lowest tenderer.

c) TNPGCL reserves the right to carry out negotiation with the L1 TENDERER after opening of price bid.

7.9 Purchase preference to Enterprise owned by Scheduled Castes or Scheduled Tribes:

As per latest amended Tamil Nadu Transparency in Tenders Rules 2000, in case of procurement of Goods or Services, where it is possible for procuring to divide the award of tenders to more than one supplier (or) service provider **five percent** of the total requirement in the procurement shall be awarded to Enterprises owned by persons belonging to the Scheduled Castes or Scheduled Tribes in respect of only of the **Goods Manufactured or services** rendered by it, if the following conditions are satisfied,

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

(b) Such Enterprises are willing to match the price of the lowest tenderer.

Enterprises owned by Scheduled castes or Scheduled Tribes (SC/ST) For Claiming the Purchase Preference as per Tender Rule 30C are.

1. The enterprises means any domestic enterprises located in Tamil Nadu owned by any person belonging to a SC/ST (Annexure VI may be uploaded) (or)

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

3. any domestic enterprise, which is a company having its registered office and place of business in the state (Annexure VIII may be uploaded) where,

(i) more than fifty percent of the ordinary shareholdings pertain to persons belonging to the Scheduled castes or Scheduled Tribes; and

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

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

The online registration of SSI units in Udyam Registration Portal is based on self declaration. Hence, in order to claim purchase preference for domestic enterprises belonging to Scheduled castes and Scheduled Tribes, the supporting documents necessary to evidence the same in respect of each type of domestic enterprise owned by SC/ST are specified below.

In case of such domestic enterprise been a sole proprietary firm having registered in Udyam portal located within Tamil Nadu, Udyam Registration certificate contains the social category of enterprise. However, in order to ensure that no change in social category of enterprise has happened consequent of having registered in Udyam portal, an undertaking from the sole proprietor may be insisted.

In case of such domestic enterprise is partnership firm been registered in Udyam portal, social category of enterprise can be ascertained from the community certificate of not less than three-fourths of the partners belongs to the Scheduled castes or Scheduled Tribes along with copy of registered partnership

deed. However, a certificate from chartered accountant may also be obtained certifying that no change in social category of enterprise has happened consequent of the said registered partnership deed.

In case domestic enterprise is a company having its registered office and place of business in the state, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled castes or Scheduled Tribes and the control of the company, as defined in section 2 (27) of the Companies Act,2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled castes or Scheduled Tribes.

8.0 VENDOR RATING:

TNPGCL Limited will verify the vendor rating of the bidders from Concerned Thermal Power Stations/Utility. In case the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.

9.0.NEGOTIATION:

Negotiation will be carried out with the L1 tenderer after opening of tenders **through online only.** When more than one bidder have quoted same value during bid submission, the bidders are allowed for resubmission of financial bid within the due date and time for the evaluation of L1 Bidder.

The L1 bidder has been given time slot for resubmission of Financial Bid (Negotiation) through online within the due date and time provided.

10.0 VALIDITY:

10.1 The tender offer shall be kept valid for acceptance for period of **90 days** from the date of opening of offers. The offers with lesser validity period are liable for rejection.

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

11.0 RIGHTS OF THE BOARD:

11.1 After negotiation with the tenderer and before passing the order accepting a tender, the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.

11.2. The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of procurement, lack of anticipated financial resources, Court orders, Accidents or calamities and other unforeseen circumstances.

11.3 Notwithstanding anything contained in this Specification, the TNPGCL reserves the rights:

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

b) To recover losses , if any, sustained by TNPGCL, 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 and also the poor performance will be recorded / Blacklisted.

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

d) To vary the delivery period based on the requirement and contingencies at the time of placing the purchase order.

e) To accept the lowest eligible tender.

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

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

h) To vary the quantity finally ordered to theextent of 25% indicated in the Tender document.

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

12.0 PRE-BID MEETING: Applicable

The bidders can raise their queries and get clarified in this pre bid meeting regarding to the specified tender at the specified date and time mentioned in the NIT Sl.No.7(i) &7(ii) through online only.

13. <u>SOUNDNESS OF THE COMPANY:</u>

The tenderer who is an industrial company would state clearly as per **Schedule D1** whether the company is a potentially sick industrial company or a sick industrial company in terms of Section-23 or Section-15 of the sick industrial companies(Special Provision Act. 1985) Failure to furnish this information will make the tender liable for rejection.

SECTION – V
COMMERCIAL

1.1 SCOPE:

The scope of supply includes manufacture, inspection, testing, packing, forwarding, insuring and delivery of the materials detailed herein, at NCTPS II stores.

1.2 LOCATION:
The materials required to use in the North Chennai Thermal Power Station – II located near AthipattuPudhu Nagar, Chennai – 600 120, Tamil Nadu.

1.3 COMPLETENESS OF TENDER:

1.3.1) The tender should be complete with all details of illustrative and descriptive literature drawings, type test reports etc., of the materials offered. Information regarding the country of manufacture, origin of materials used in the manufacture of the equipments should be furnished. The tenderers shall furnish the complete technical details of the materials offered.
1.3.2) In order that the tenders may receive full consideration the whole information asked for in the accompanying schedules and elsewhere together with relative leaflets, literature, drawings, etc., must be supplied by the tenderer.
1.3.3) Tenders not containing the complete details as above are liable for rejection.

1.4) **ROYALTIES FOR PATENTS:**

1.4.1) All Royalties for patents or charges for the use of infringement thereof that may be involved in the construction or use of any equipment or appliance to be supplied against this specification shall be included in the tender prices. The contractor shall protect the purchaser against all claims, action, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India by the use of any equipment supplied by the contractor other than for the purpose indicated by or reasonably to be inferred from the specification.
1.4.2) A quality plan will have to be furnished by the successful tenderer at the time of finalizing of tender.

2.0 PRICE:

Bidders are required to download the BOQ file from the respective Tender ID's of the NIC Portal, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder), and the same must be Uploaded as "Schedule B (BOQ)"

2.1 The Tenderers are requested to quote FIRM price only.

2.2 The prices quoted shall be as per the description/unit.
a) All-inclusive price i.e., Ex Work Price + Packing & Forwarding charges + Freight & Insurance charges + any other charges (if any) + Applicable rate of GST shall be taken as all inclusive price in respect of all participant bidders (whether from inside the state or outside the state) for Delivery of the complete materials and all its accessories at NCTPS-II Stores, Chennai 600 120.
b) Packing & Forwarding and Freight & Insurance Charges (in Rupees Only)
c) **GST. (Percentage only)**

2.3 Unloading the materials at destination Stores should be done by the Supplier at his own cost.

2.4 The tender offer should also contain the breakup details as below:
a) Unit Ex-works price.
b) GST (Percentage): for Supply portion and Services portion separately as wherever applicable.
c) Packing and Forwarding charges
d) The Freight & Insurance Charges shall be applicable for delivery to NCTPS II.
e) Other statutory levies if any

2.5 It is the responsibility of the tenderer to make sure about the correct rates of duty / tax leviable on the materials at the time of tendering. If the rates assumed by the tenderer's are less than the current rates prevailing at the time of tendering, the TNPGCL Limited will not be responsible for the mistake.

2.6 All Type test and other tests specified shall be conducted at TENDERER'S COST.

2.7Prices and rates quoted shall include cost of all materials, tools, equipments and plants, Mobilizing and transport, taxes on raw materials and bought out items if any, royalties, levies etc., and other costs that are not specifically mentioned herein but will be incurred by the tenderers for satisfactory and timely completion of the works.

3.0. Details of Constitution Of Firm:

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

4.0Goods and Service Tax (GST):

Any implications pertaining to the central GST Act 2017 No.12 of 2017 & instruction and subsequent amendments by Govt. of India are applicable. Also TNPGCL regulations due to GST will be applicable. Necessary GST Registration particulars and HSN / SAC Code for the offered/tendered materials / services should be furnished and the GST percentage for the offered materials are to be indicated in the offer.

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

The benefit accrued if any, as on account of the availability of Input Credit shall be passed on to TNPGCL as per GST Act 2017 Section 171.

Necessary declaration for passing of ITC benefit under GST as rebate in the price offered has to be submitted by the L1 tenderer. The prescribed format of Declaration for input tax credit is enclosed as per Annexure -VII in Rs.500/- Non-Judicial stamp Paper.

5.0 TNPGCL GST PARTICULARS:

The provisional GST Particulars of TNPGCL is as follows.

Sl. No	GSTIN Details	Data
1	Billing address of the customer	Superintending Engineer / Purchase & Administration North Chennai thermal power station-II Athipattu Puthunagar, Chennai -600120, TAMILNADU.
2	GSTIN Enrolment Provisional registration	**33AAKCT7598K1ZI**
3	Type of customer	COMPANY
4	Name and address registered in GSTIN – Principal Place of business	Tamil Nadu Power Generation Corporation Limited, 144, Anna salai , 7th Floor NPKRR Maaligai, Chennai -600 002, Tamil Nadu.
5	State of registration of GSTIN	TAMILNADU
6	Details of Additional places of Business	Please see www.tnpgcl.gov.in

5.1 GST E-way bill system :-

a) E-Way Bill is an electronic document to be generated to cover movement of goods more than Rs.50,000/- for inter states and Rs.1,00,000/- for intra states and such generation needs to be done in**e Way Bill portal** http:// ewaybillgst.gov.in/. Consequently transporters of goods, under GST provisions are required to carry an e Way Bill for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, integrated tax and cess charged, if any. But, it will not include value of freight charges for the movement charged by transporter.

b) Transactions which require E-way bill :
For transportation of goods of more than Rs.50,000/- for inter states and
For transportation of goods of more than Rs.1,00,000/- for intra states in relation to all types of transactions such as

1. Inward supply It is the responsibility of the Supplier/contractor or their transporters to generate e-way bill before transporting goods for delivery at NCTPS-II Stores.

2. Inward supply from an unregistered person There is a condition in the e-way bill clause that registered person has to generate e-way bill at the time of movement of goods from unregistered person under GST.

The Government of India has notified E-Way bill system for interstate movement of goods w.e.f. 01.04.2018. Similarly the Government of Tamil Nadu has introduced the E-way bill system for intra-state movement of goods w.e.f. 02.06.2018.

The delivery of material shall be at NCTPS-II stores and as such it is the responsibility of suppliers to comply with GST e-way bill provisions for ensuring prompt delivery of ordered items.

5.2 TDS UNDER GST:

The TDS under GST will be deducted at the time of payment or accounting books of accounts whichever is earlier. Once the taxable value of contract exceeds Rs.2,50,000/- then each and every invoice on that contract shall be subjected to the TDS under GST irrespective of value of such invoice.
Taxable supply means supply of goods or services or both which is liveable to tax under GST. Thus, TDS under GST is to be deducted only on the Taxable supply of goods or services or both and not on Exempt supply (supply of any goods or services or both which attracts nil rate of tax or which may be wholly exempt from tax under section 11 of the CGST /SGST Acts or under section 6 of the IGST Act) and non –taxable supply. similarly, TDS under GST rate need not be applied on GST component in the invoice. TDS under GST is also applicable for suppliers / contractors registered under compensation scheme also.

Applicability of TDS:

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

TDS under GST is also applicable in the following cases:-

- Bills of supplier for advance payment.
- Amount of retention from the bills supplier.
- Supply of goods or services or both by supplier registered under GST as composition dealer.

Thus Gross value of invoice (Except GST portion) shall be taken while applying TDS under GST rate.

Non- Applicability of TDS:

TDS under GST is not applicable in the following cases:-
1. Total value of taxable supply less than Rs. 2.5 Lakh of contract.(GST not included)
2. ContractvalueRs.2.5 Lakh for both taxable supply and exempted supply, but the value of taxable supply the said contractRs.2.5 Lakh.
3. Receipt of services which are exempted. For example services exempted under notification No.12/2017- Central Tax (Rate) Dated 28.06.2017 as amended from time to time.
4. Receipt of Goods which are exempted. For example Goods exempted under notification No.2/2017- Central Tax (Rate) Dated 28.06.2017 as amended from time to time.
5. Goods on which GST is not leviable. For Example, Petrol, Diesel, Petroleum Crude, Natural gas, aviation turbine fuel (ATF) and alcohol for human consumption.
6. Where a supplier had issued an invoice for any sale of goods in receipt of which tax was required to be deducted at source under the VAT law before 01.07.2017, but where payment for such sale is made on or after 01.07.2017(Section 142(13) refers).
7. Where the location of the supplier and place of supply is in a State(s) / UT(s) which is different from the State / UT where the deductor is registered.
8. All activities or transactions specified in schedule III of the CGST/ SGST Acts 2017, irrespective of the value.
9. Where the tax will be paid on reverse charge by the recipient.

10. Where the payment is made to an unregistered supplier.
11. Where the payment relates to "Cess" component

Value of supply for Deduction of TDS:

For the purpose of tax specified above, the value of supply shall be taken as the amount excluding the central tax, state tax, union tax, integrated tax and Cess indicated in the invoice.ie without including the amount of GST charges in the bill.

Exemption from TDS:

According to that provision, given under Govt. of India vide Notification No.61/2018. TDS under GST need not be deducted in respect of the supply of goods and services or both from a public sector undertaking(PSU) to another Public Sector Undertaking with effect from 1st day of October 2018.Therfore, no TDS need to be deducted in respect of supplies between Public Sector Undertakings Example: NTECL, NTPC BHEL etc., are owned by central Government. However TDS provisions will continue to apply for taxable supplies from Government and other private agencies with effect from 01.10.2018.

5.3. GST applicability on forfeiture of SD W.E. From 1.07.2017:

b. FORFEITURE OF SECURITY DEPOSIT:(SD).

CGST provisions (Explanations (2) (e) to Clause (5) of schedule II under Section 7 of the CGST Act, 2017 and the erstwhile Service Tax provisions (Explanation (II) (e) under Section 66 E) are identical provisions, which considered "agreeing to the obligation to refrain from an act, or to tolerate an act or a situation, or to do an act" as a "supply of service" and taxable activity.

GST 18% will have to be additionally recovered from the supplier in addition to the stipulated SD/ FORFEITURE OF SECURITY DEPOSIT rates in the purchase order/ contract.

c. Suppliers can claim ITC:
The GST amount recovered from forfeiture of Forfeiture of SD are eligible as Input Tax Credit(ITC) to the suppliers / Contractors**.**

5.4 Guidelines for Releasing of GST on verification of GSTR 2A

1. The supplier /contractor should promptly file returns under GST, to avoid/minimize the delay in processing /payment of invoices, since GSTR 2A filed by the supplier /contractor will reflect as in Current sales in the portal.

2. If any discrepancy arises between the value shown in the GSTR-2A and the invoices available, the liability towards GST will be restricted to the lower of the two and GST Payment will be made accordingly.

3. Any lesser GST remittance found in GSTR 2A than claimed from TNPGCL, the excess collection of GST will be recovered from suppliers/contractors, duly adhering regular procedures if there is any difference between GST claimed from TNPGCL and remitted to Govt. in GSTR 2A.

5.5 TCS under IT : TNPGCL as a buyer:
Any person, being a buyer who is responsible for paying sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year, shall, at the time of credit of such sum to the account of the seller (or) at the time of payment , whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50 lakhs as TDS under section 194-Q of IT Act. The supplier of goods is required to furnish the PAN to TNPGCL for making the payment. In case the suppliers do not have PAN, TNPGCL is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e, Any person who has not filed Income Tax Return for previous two 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/s139(1() of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

The provisions of this section shall not apply to the transactions on which tax is deductible under any other provisions of the Income Tax Act 1961 and also on the transactions in which Tax is collected under the provisions of section 206C.

On purchase of goods/materials , TNPGCL 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.

The above provisions comes into effect from 01.07.2021 onwards and hence no TCS under Section 206C(1H) has to be paid by TNPGCL on purchase of Goods.

Accordingly, TNPGCL 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 submit the declaration format in Annexure VI to determine the applicability of TDS u/s 206AB.

5.6 E-INVOICE:

1. The supplier /contractor, whose Annual turnover exceeds Rs.10 crores, should raise e-invoices, so that TNPGCL could avail Input tax Credit under GST.

2. E-Invoice is a system in which B2B invoices are authenticated electronically by GSTN for further use on the common GST Portal. Under the electronic invoicing system, an identification number will be issued against every invoice by the Invoice Registration Portal (IRP) to be managed by the GST Network(GSTN).

6.0 FREIGHT AND INSURANCE:

The Tenderer shall quote Freight and Insurance component separately which shall be kept firm during the contract period. Contracting firms shall arrange to pay Freight & Insurance for the equipment and all its accessories being supplied by them, through any of the carriers and Nationalised Insurance Companies. The Board will reimburse the cost towards the freight and Insurance. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance Under writers/Carriers.

7.0. PACKING AND FORWARDING:

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

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

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

8.0 PLACING OF ORDERS

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

8.2) The award of contract will be issued to the successful tenderer with all TNPGCL's 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 one year from the date of receipt of award of contract.

9.0) NON-ASSIGNMENT:

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

10.0) RAW MATERIALS:

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

11.0) INTERCHANGEABILITY
All Similar materials and removal parts of similar equipments shall be interchangeable with each other.

12.0) MAXIMUM WEIGHTS AND DIMENSION OF PACKINGS:

12.1) Packing may be according to manufacturer's standard practice.

12.2) The contractor is responsible for informing himself of (i) the facilities that exist for road and railway transport to site (ii) maximum weights and size of packages conveyed by railway and (iii) Crane, lifts etc., available at the Railway Stations or destination.

13.0) SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

The successful tenderer will have to pay 5% value of the Purchase order (all inclusive) as combined Security Deposit cum performance guarantee in the form as follows **within 15 days from the date of issue of Purchase order with an intimation to this office**. The SD cum PG amount will not carry any interest.

(i) For value of Purchase order up to Rs.10 Lakhs, SD cum PG in the form of Demand Draft / NEFT / RTGS / Banker's cheque or pay order only in favour of FC/ NCTPS-II.

(ii) For value of Purchase order exceeding Rs.10 Lakhs, SD cum PG in the form of Demand Draft / NEFT / RTGS / Banker's Cheque or pay order/ Irrevocable Bank Guarantee in favour of CE/NCTPS-II.

(iii). Bank Guarantee should be obtained from the Banks mentioned in clause (14.0); **if the SD cum PG is paid by means of Bank Guarantee, it will be accepted only after the due verification from the Banks.**

TNPGCL reserves the rights to forefeit the EMD and cancel the P.O on failure to furnish the Security Deposit cum Performance Guarantee within the prescribed time without any further reference to the successful tenderer and right to levy penal interest at 12% per annum for the delayed payment/ submission of BG for the delayed period. Further, the bill will not be processed without SD cum PG payment.

13.B.1) The Security Deposit cum Performance Guarantee furnished shall be towards proper fulfilment of the contract as well as towards performance guarantee of the materials supplied. **In case of BG, the SD cum PG shall be valid/ extended for the entire period of Guarantee.**

13.B.2) The Security deposit cum Performance Guarantee against this contract will be released to the contractor only if the contract is completed to the satisfaction of the purchaser. If the purchaser incurs any loss or damage on account of the breach of any of the clauses mentioned above or any other amount arising out of the contract becomes payable by the successful tenderer to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit cum Performance Guarantee and such amount that is appropriated will not be refunded to the successful tenderer.

13.B.3) The Security Deposit cum Performance Bank Guarantee Shall be returned to the supplier after the expiry of guarantee period ensuring that defects/ damages during the guarantee period are rectified / replaced. If the purchaser incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit cum Performance bank guarantee and such amount that is appropriated will not be refunded to the supplier.

13.B.4) If the performance period of the supplied material is over and some quantity of within guarantee period defective material are still pending for want of repair/replacement then fresh BG

equal to the cost of such defective material is to be furnished by the vendor for releasing original SD cum PBG by TNPGCL (purchaser).

13.B.5) The Security Deposit cum Performance BG shall be valid for a continuous period of 24 months (Twenty-Four months), from the anticipated date of receipt of last consignment of goods / materials at site in good condition. In case of delay in supply, the BG should be extended suitably. The Bank Guarantee should be a single Bank Guarantee and should be furnished before the commencement of supply.

14.0) BANK GUARANTEE:

All Bank Guarantee should be furnished in Non-judicial stamp paper value of Rs.500/- (Annexure (V) and obtained only from

a) Nationalised Bank.
b) Non Nationalised scheduled Bank
c) Branches of Foreign Banks in India.

15.0) INSPECTION:

15.1 The authorised representatives of the purchaser shall have access to the supplier'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 the specification. The suppliers shall provide necessary facilities for such inspection.

15.2 Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address to enable inspection by TNPGCL Officers.

15.3 Not less than 15 days advance intimation shall be given about the quantity of materials that will be ready for inspection by the TNPGCL's officers/ Third Party Agency authorised by the TNPGCL. The arrangement for inspection shall be made by suppliers in such a way that the delivery schedule is kept up. The materials shall not be despatched without instruction from TNPGCL.

15.4 For each consignment, the date of delivery at stores should be intimated to the Consignee Superintending Engineer.

15.5 The material quality such as chemical composition etc., as per technical specification is to be ensured by the supplier using the material analyser in the presence of board Engineer after material delivery at NCTPS-II stores at suppliers cost.

16.0 TEST AT SITE:

Random samples of materials supplied will be tested departmentally or through approved Govt. Laboratory at purchasers cost and for any non-conformity to relevant ISS, full supplies will be rejected.

If initial payment had already been made, the balance payment will be forfeited and any other losses or damages including testing charges will also be claimed. Future supplies in such cases will be accepted and paid for only after the results of the samples tested are satisfactory. In addition, the guarantee period will also be extended for subsequent supplies at the discretion of the purchaser.

17.0) DESPATCH INSTRUCTION:

17.1) The supplier shall intimate TNPGCL in writing the probable date when the materials shall be ready for dispatch, at least 15 days in advance. Copies of the packing list shall also be sent along with the advance intimation to SE/ P&A/ NCTPS-II.

17.2) The supplier should dispatch only after getting dispatch instruction. If the supplier dispatched the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharf age or both and only the supplier should bear any expenditure arising out of such unapproved dispatches. However this condition is not in conjunction with SD payment clause.

17.3) The materials shall be dispatched freight prepaid to NCTPS-II Stores, Chennai 600120 on approval of Test Certificate and dispatch instruction from the SE/ P&A/ NCTPS-II.

17.4) Advice of dispatches as and when made shall be communicated immediately.

17.5) No material shall be dispatched without prior consent of TNPGCL or its representative.

18.0) DESPATCH OF EQUIPMENTS:

It is the contractor's responsibility to deliver and unload the materials/ equipment to site. Materials can be brought to site by road also. The despatch intimation may however, be given to the Chief Stores Officer / NCTPS-II / Chennai-120 with intimation to the Superintending Engineer / P&A/ NCTPS-II / Chennai-120. All materials should be despatched only after getting despatch clearance from the Superintending Engineer/P&A/NCTPS-II.

19.0) RESPONSIBILITY:

The Tenderer is responsible for delivery of the materials at the destination station in good condition. The tenderer shall include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. All risks connected with the supply of these materials should be borne by the supplier.

20.0 DELIVERY:

20.1 Delivery period for Sample: Not Applicable
20.2 Delivery Period for Supply: **Within 2 (Two)** Months from the date of receipt of Purchase Order.
20.3 The tenders from ready Stock are preferable.

20.4 If the guaranteed delivery period is not kept up, the liquidated damages specified in clause - 27.0 will be enforced. The TNPGCL Limited is at liberty to alter the delivery date on the lesser side to suit its needs as and when necessity arises during the pendency of contract. The acceptance of this clause should be specifically confirmed in the tender.

20.5 If the materials are delivered after the due date of delivery, 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 rate or lowest rate obtained during the recent tenders opened subject to levy of Liquidated Damages.
c) TNPGCL Limited reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this specification.

20.6) TNPGCL also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.

20.7)To ensure sustained supply without any interruption, TNPGCL reserves the right to place orders among more than one tenderer.

20.8) The TNPGCL will be at liberty to cancel the contract if the supply is not made as per the delivery period, not withstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TNPGCL in addition to the liquidated damages for delay, the actual difference in price whenever the TNPGCL orders the delayed quantity to be supplied / executed by other agencies at higher rate.

20.9) The actual date of receipt of each material with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
20.10) It is the responsibility of the supplier to give 15 days advance information for inspection, dispatch 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.

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

20.12) Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.

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

20.14) The defaulting contractors will be liable to pay to the TNPGCL in addition to Liquidated Damages for delay, the actual difference in price wherever TNPGCL orders the delayed quantity to be supplied by other agencies at a higher cost.

21.0) TEST / Inspection certificate:

a) Manufacturer's Test certificate / OEM's Fitment and Interchange ability certificate as per Manufacturer's standard / Calibration Certificate as per IS Standards / Material test certificate in original issued by the Government approved Lab as per IS Standards for the items mentioned in the PO as called for in the specification. The testing method and test result with reference limits, etc. shall be furnished in the test certificate.

b) The above Test certificate as applicable **in triplicate should be furnished along with the Sample / Bulk for Scrutiny and Approval,** addressed to CSO/NCTPS-II, Chennai - 600120.The costs towards the Test shall be in bidder's scope.

c) The entire material will be rejected if the test results are not satisfactory.

d) Also the material quality such as chemical composition is to be ensured by the supplier using **material analyser** in the presence of board engineer at NCTPS-II stores. Necessary highly specialized PMI instruments should be arranged by the supplier at his own cost.

e) After the supply of material, whenever required , the sample portion of the materials will be tested departmentally through Government Lab likewise, if required the functional tests will be carried out to ascertain the genuineness, If any discrepancy is found , suitable penal action will be taken and any other losses/damages including Testing charges will be levied.

22.0 INCOME TAX PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

22.1) The tenderers should furnish the permanent Account number issued by Income tax Department with the Tender.

22.2) The tenderer shall furnish the GSTIN Number of the firm along with the proof in the tender.

23.0 GST TAX CLEARANCE CERTIFICATE:

The tenderer should enclose with the tender, a copy of certificate of GST Clearance for the previous year from the appropriate competent Tax Authorities.
NOTE: The successful tenderer should submit the latest copies of GST Sales Return after receiving the order.

24.0 PAYMENT:

24.1) **If supplied, within the delivery period:**

100% of all inclusive price(including GST as applicable)on receipt of materials in good condition at NCTPS-II stores will be paid **within 45 days** against submission of bills along with the following documents after deducting recoveries, if any.

i) PR / DD / BC towards SD cum PG for 5% of order value.
ii) Invoice in Triplicate in the GST Mandatory Format
iii)Guarantee certificate.
iv)Test Certificate as per clause 21 of Section V

Payment will be made through Electronic Fund Transfer Mode(NEFT/RTGS) on receipt and after acceptance of each consignment, receipt of above documents and Test Certificate.

24.2)**If supplied, beyond the delivery period**:

100% of all inclusive price (including GST as applicable) on receipt of materials in good condition at NCTPS-II stores will be paid **within 45 days** against submission of bills along with the following documents after deducting LD and other recoveries, if any.

i) PR / DD / BC/NEFT/RTGS towards SD cum PG for 5% of order value within 15 days.
ii) Invoice in Triplicate in the GST Mandatory Format
iii)Guarantee certificate.
iv)Test Certificate as per clause 21 of Section V
v) Acceptance of belated supply, if any

Payment will be made through Electronic Fund Transfer Mode(NEFT/RTGS) on receipt and after acceptance of each consignment, receipt of above documents and Test Certificate.

24.3): If, the scope of the Specification includes Erection and Commissioning of the materials supplied, Payment against this specification shall be made as below:- (Not Applicable)

24.3 a) **With in the delivery period:**

95%of the all-inclusive price (including GST as applicable) of the materials of each consignment and Erection charges (including GST as applicable) will be paid within 90 days after receipt and acceptance of materials at NCTPS-II Stores in good condition and completion of erection works at the given location with the concurrence from the concerned Superintending Engineers, on submission of bills along with following documents.

i) PR / DD / BC/NEFT/RTGS towards SD cum PG for 5% of order value within 15 days.
ii) Invoice in Triplicate in the GST Mandatory Format
iii) Guarantee certificate.
iv) Test Certificate as per clause 21 of Section V
v) Erection cum commissioning of completion report issued by concerned Superintending Engineer

Payment will be made through Electronic Fund Transfer Mode(NEFT/RTGS) on receipt of materials along with above documents, approval of Sample, Test/Inspection Certificate and completion certificate issued by the competent authority of TNPGCL.

Balance **5%** of all (including GST as applicable) of the materials and Erection charges (including GST as applicable) will be paid within 90 days after completion of entire work (that is supply of entire ordered quantity and completion of erection and commissioning of all the items) and closure of the purchase order.

24.3 b) **Beyond the delivery period**:
95% of the all (including GST as applicable) of the materials and Erection charges (including GST as applicable) of each consignment after deducting the appropriate amount of Liquidated Damages of each consignment will be paid within 90 days after receipt and acceptance of materials at NCTPS-II Stores in good condition and completion of erection works at the given location with the concurrence from the concerned Superintending Engineers, on submission of bills along with following documents.

i) PR / DD / BC/NEFT/RTGS towards SD cum PG for 5% of order value within 15 days.
ii) Invoice in Triplicate in the GST Mandatory Format
iii) Guarantee certificate.
iv) Test Certificate as per clause 21 of Section V
v) Erection cum commissioning of completion report issued by concerned Superintending Engineer
vi) Acceptance of belated supply, if any

Payment will be made through Electronic Fund Transfer Mode(NEFT/RTGS) on receipt of materials along with above documents, approval of Test/Inspection Certificate, approval of Sample and approval and acceptance of belated supply and completion certificate from the concerned division / competent authority of TNPGCL.
Balance **5%** of all inclusive prices (including GST as applicable) of the materials and Erection charges (inclusive of GST as applicable) will be paid within 90 days after completion of entire work (that is supply of entire ordered quantity and completion of erection and commissioning of all the items) and closure of the purchase order.

24.3.In case of delay in Supply/Erection, the Materials/Work will be accepted subject to the following conditions.
a) There should be no declining trend in prices.
b) Payment will be released as per the latest purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damage for belated supplies.

c) TNPGCL Ltd 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.

24.4. Payments will be made only after the approval of the test certificates and on receipt of the supplier's bills in duplicate, duly certified by the consignee.

24.5. In the event of TNPGCL failing to release the payment within the stipulated time frame simple interest for the delayed payment shall be paid by TNPGCL at the SBI three months MCLR rate.

24.6. **The bills shall be sent in duplicate to Chief Stores Officer / NCTPS IIChennai-120.**
Payments for the supplies will be made through Electronic fund transfer mode(NEFT/RTGS) through any one of the Nationalised Banks/Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu. The bank charges involved in making the payment will be to the account of the Tenderer.

24.7. Offers agreeing to the above TNPGCL Limited's terms of payment will be preferred. TNPGCL Limited will reject the offer with other terms of payment.

24.8. Claiming of payment against Proforma Invoice/delivery or payment for the material supplied without completing erection and Commissioning will not be considered.

24.9. Letter of credit payments will not be accepted in respect of indigenous supply.

24.10. No payment will be made against document negotiated through Bank.

24.11. No payment will be made until Test/Inspection Certificates approved by the TNPGCL Limited.

24.12. No payment will be made for materials damaged or broken during transit.

24.13. If the supplier dispatches the materials without the prior approval of competent authority and without communication of the same to consignee, and if any demurrage or wharf age or both are incurred by the purchase, it will be debited to the supplier.However this condition is not in conjunction with SD payment clause.

24.14.The supplier shall bear any expenditure arising out of unapproved dispatches.

24.15. Payments will not be made for equipment's /materials damaged during transit. All defective materials shall be replaced by the supplier free of charge.

24.16. Payments for the supplies will be made through Electronic fund transfer mode(NEFT/RTGS) through any one of the Nationalised Banks/Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu. The bank charges involved in making the payment will be to the account of the Tenderer.

25.0 **ADVANCE PAYMENT**
No advance payment will be given. The offer of the tenderers insisting on advance payment will be rejected.

26.0 GUARANTEE:
26.1 The entire materials should be guaranteed for the satisfactory operation and workmanship for a period 18 months from the date of receipt of materials in good condition at NCTPS-II or 12 months from the date of commissioning whichever is LATER, subject to an overall guarantee period of 24 months from the date of supply.

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

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

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

26.5 The incidental expenses, transport and freight charges for the replacement of defective materials within the guarantee period may also be borne by the supplier.

27.0 LIQUIDATED DAMAGES:

27.01 The Delivery period given in clause Delivery shall be guaranteed by the supplier/ Contractor under the following "Liquidated Damages Clause"

a) If the contractor fails to supply the items/materials with the time specified in the contract / or any extension thereof, the purchaser shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract price of the undelivered items / materials of each completed week of delay. The total liquidated damages shall not exceed Ten percent (10%) of the contract price of the units/materials so delayed. The date of receipt of materials at NCTPS-II Stores will be reckoned as date of delivery for deciding LD for delay in supply. It should be the supplier's responsibility to arrange for inspection, despatch etc. in time to keep up the delivery schedule.

b) Liquidated damages will also be levied for quantity not supplied as is done for the delayed supplies. LD will be levied for delayed in replacement / repair of defective / damaged equipment.

c) **Even if, there is any delay in delivery of Sample, LD will be imposed on the bulk supply.**

d) In case, the supply effected in part, could not be beneficially used by the TNPGCL Limited, (Due to such incomplete supply), Liquidated damages should be worked out on the basis of entire order value only, and not on the value of delayed portion.

27.02) The TNPGCL Limited will also be at liberty to cancel the order/ contract if the supply is not completed within the accepted delivery period notwithstanding the liquidated damages applicable to the belated supplies.

27.03) If supplies or services to be rendered against the contract are made by the supplier beyond the period of delivery stipulated in the purchase order and they are accepted by the TNPGCL Limited such acceptance is without prejudice to the TNPGCL Limited's right to levy liquidated damages for the delay in supply.

27.04) The suppliers are liable to pay the amount of loss sustained by TNPGCL Limited in the event of non execution of order, if any placed on them either in full or part to the satisfaction of TNPGCL Limited under the terms and conditions of contract and in the event of placing orders for such quantities on some others at higher price.

27.05) It should be noted if a contract is placed on the higher tenderer in preference to the lowest acceptable offer in consideration of offer of earlier delivery, the said contractor will be liable to pay the TNPGCL Limited the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies / works 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.

27.06) The tenderers failing to execute the order placed on them to the satisfaction of the TNPGCL Limited, the TNPGCL Limited shall recover from the successful tenderer, as Liquidated damages a sum equal to 10% of the contract price besides the forfeiture of Security Deposit.

27.07) If there is any downward trend in prices on account of belated supplies, the Successful tenderer have to accept the same with a levy of liquidated damages, for belated supplies.

28.0 LOSS OR DAMAGE:

External damages or shortages that are prima facie the results of rough handling in transit or due to defective packing will be intimated within a fortnight of the receipt of the materials. Internal defects, damages or shortages of any integral parts which cannot ordinarily be detected on a superficial visual examination caused by bad handling in transit or defective packing would be indicated after inspection on receipt of the materials at stores. In either case, the damaged or defective materials should be replaced free of cost to the TNPGCL within 60 days.

29.0) DEFECTIVE SUPPLIES:

29.01) The contractor is responsible for the safe delivery of the equipment / materials at site. If during the period of supply it is found that goods already supplied are defective in materials or workmanship or do not conform to the specification or unsuitable for the purpose for which they are purchased, then it will be open to the TNPGCL Limited either to reject the goods and repudiate the entire contract and claim such loss that the TNPGCL Limited may suffer on that account of require to arrange for the replacement of the defective goods at free of cost.

29.02) Similarly if during the guarantee period any of the goods be found to be defective in materials or workman ship or do not conform to specification or unsuitable for the purpose for which they are purchased, it will be open to the TNPGCL Limited either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and require to replace the balance or pay the compensation to the extent of the loss sustained by the TNPGCL Limited on that account.

30.0 REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:

30.1 Notwithstanding anything contained in the above Liquidated Damages clause when the whole or part of the materials supplied by the supplier are found to be defective or damaged or are not in conformity with the specification, such defects or damages in materials supplied shall be rectified within two months from the date of intimation of defects / damages either at the point of destination or at the supplier's works at the cost of the supplier against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser. If the defects or damages are not rectified or replaced within this period, the contractor shall pay a sum towards liquidated damages clause given above, for the delay in rectification/ replacement of the defects or damages.

30.2 If even after such rectification or replacement of the damaged or defective part, if the equipment/materials ordered is not giving the satisfactory performance as per the contract, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss sustained by the TNPGCL.

30.3 Notwithstanding any other remedies available, the purchaser shall be entitled to dispose of the defective/damaged materials in "as is where is" condition without further notice, if the Contractor/supplier fails to rectify the defect and/or replace the damaged materials and / or fails to remove the defective/damaged materials within such period as may be notified by the purchaser through notice and their sale proceeds of such disposal shall be appropriated towards the dues to the TNPGCL such as Liquidated damages, ground rent etc., as may be determined by the purchaser.

31.0 FORCE MAJEURE:

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

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

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

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

d. Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, breakdown of essential machinery or equipment's etc.
e. Strikes, slow down, and lockouts.
f. Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier produces documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply. All the provisions of this clause shall apply whether the disruption cause is total or partial in its effect upon the ability of the supplier to perform.

NOTE: The cause of force majeure condition will be taken into consideration only if the supplier notifies within 15 days from the occurrence of such eventualities. The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the firm.

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

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

32.0 FAILURE TO EXECUTE THE CONTRACT:

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

32.2) Further to imposing of LD, E.M.D. and S.D. paid by the firm will be forfeited as per terms of Purchase order. Their poor performance will be recorded for future tenders/contracts in TNPGCL Limited. Their name will be blacklisted after due notice.

33.0) POWERS TO TERMINATE THE CONTRACT:

In the event of Non-fulfillment and lack of diligence, the contract will be terminated and the Security Deposit/SD cum PG and Earnest Money Deposit will be forfeited. In that circumstance, TNPGCL reserves the right, to arrange some other agency for the execution of this contract.

34.0 EFFECTING OF RECOVERIES:

Any loss, arising due to non-fulfilment 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 TNPGCL/TANTRANSCO from this Contract as well as from other contracts.

35.0. RECOVERIES OF DUES:
35.1 The Board is empowered
a) to recover any dues against this contract in any bills/Security Deposit/ Earnest Money Deposit due to the contractor either in this contract or any other contract with TNEB/ TNPGCL/TANTRANSCO.
b) To recover any dues against any other contracts of the contractor with TNEB/ TNPGCL/TANTRANSCO, with the available amount due to the contractor against this contract.

36.0 ARBITRATION ACT NOT TO APPLY:
The TNPGCL 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.

37.0 LEGAL STATUS OF THE FIRM:

The tenderers shall furnish necessary documents evidencing their legal status of the firm along with their offer.

38.0 PAST PERFORMANCE:

38.1 The intending tenderers shall furnish the documentary evidence with details of previous Orders executed during the last ten years in the proforma enclosed in the Tender Specification as per Schedule-D.

38.2 The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenders in future.

39.0 JURISDICTION FOR LEGAL PROCEEDINGS

39.1 No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the Chennai High Court, City Civil Court of 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 the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful Tenderer shall furnish an undertaking as per **Annexure-II** in a non-judicial stamp paper of Rs.500/-agreeing to the above condition.

39.2 Security Deposit / PBG will be released on expiry of guarantee period after ensuring that defects/damages during the guarantee period are rectified/replaced.

40.0 GENERAL:

All rules and provisions related to Tamil Nadu Transparency in Tenders Act 1998, and Tamil Nadu Transparency in Tender Rules in 2000 & 2012 and subsequent amendment are applicable.

****

SCHEDULE-A

TECHNICAL SPECIFICATION

Specn .No: CE- 301/2025-26/NCTPS II

Sl. No.	Material Description along with Technical Specification	Quantity
Procurement of 219.1 OD & 273 mm OD Seamless pipes with suitable M.S Flanges for Ash Conveying pile lines of PDFAC System		
1	219.1 mm OD Seamless Pipes of wall Thick – 15.09 mm, Length – 5.5 m to 6.5 m. Material: ASTM A 106, Grade B, Schedule - 100	600 mtr
2	273 mm OD Seamless Pipes of wall Thick – 18.26 mm, Length – 5.5 m to 6.5 m. Material: ASTM A 106, Grade B, Schedule - 100	640 mtr
3	M.S Flange suitable for 219.1 mm OD pipes as per ANSI B 16.5 Standard	30 Nos.
4	M.S Flange suitable for 273 mm OD pipes as per ANSI B 16.5 Standard	21 Nos.
Note: 1. The tenderer shall visit the site before quoting the tender and get himself acquainted with site conditions for more technical / Drawing clarifications. 2. Descriptive technical catalogue and drawings may be furnished, wherever applicable. 3**. Item No. 4 is as per Specification & sample available at site to suit the existing basalt Bend.**		

Sd. xxxx /------
CE/M/NCTPS-II

SCHEDULE – A1

Electronic Fund Transfer Form

To,
The Chief Engineer.
North Chennai Thermal Power Station - II,
Chennai – 600 120.

Dear Sirs,

We, hereby authorize the TANGEDCO to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(**TO BE FILLED IN CAPITAL LETTERS**)

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

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

Bidder with seal SIGNATURE DATE

(AUTHORISED SIGNATORY)

SCHEDULE-B/(BOQ)
PRICE SCHEDULE

DOWNLOAD THE BOQ(EXCEL SHEET), QUOTE THE PRICE & UPLOAD
SPECIFICATION NO. CE-301 /2025-26/NCTPS-II

Sl No	Material Description as per Technical Specification mentioned in SCHEDULE-A	Qty	HSN/ Code	**Basic price in Rs. /**sets	Packing & Forwarding Charges **in INR**	Freight & Insurance Charges **in INR**	**GST in %** (Applicable for total Transaction value which includes Ex-works price, P&F, F&I charges and any other charges)	Total Amount
		Nos		Rs.	Rs.	Rs.	%	Rs.
				a	b	c	d	(a+b+c +d)
1	219.1 mm OD Seamless Pipes	600 mtr	**TO BE QUOTED ON LINE**					
2	273 mm OD Seamless Pipes	640 mtr						
3	M.S Flange suitable for 219.1 mm OD pipes as per ANSI B 16.5 Standard	30 Nos.						
4	M.S Flange suitable for 273 mm OD pipes as per ANSI B 16.5 Standard	21 Nos.						

Note:

1. While quoting the rates the bidder shall indicate the HSN Code &% for all the tendered items as per GST Act. Applicable GST will be taken for evaluation of L1 bidder.
2. Evaluation of rates will be done **Event wise only.**
3. **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), and the same must be uploaded as Schedule "B" (BOQ).**
4. Evaluation to arrive L1 will be as per the guidelines of Sl.No:7.0 of Section IV.

SCHEDULE-C
SCHEDULE OF MATERIALS AND DELIVERY PERIOD
SPECIFICATION NO: CE – 301 / 2025-26/NCTPS-II

Sl No	Material Description as per Technical Specification mentioned in SCHEDULE-A	Qty. reqd in Nos	Delivery Period
1	219.1 mm OD Seamless Pipes	600 mtr	
2	273 mm OD Seamless Pipes	640 mtr	
3	M.S Flange suitable for 219.1 mm OD pipes as per ANSI B 16.5 Standard	30 Nos.	
4	M.S Flange suitable for 273 mm OD pipes as per ANSI B 16.5 Standard	21 Nos.	

COMPANY SEAL **SIGNATURE :**
DATE **DESIGNATION:**
COMPANY NAME:

SCHEDULE-D

STATEMENT OF SUPPLY ORDERS EXECUTED/ UNDER EXECUTION DURING THE PAST TENYEARS AS ON THE DATE OF TENDER.

Sl No.	Material Description as per Technical Specification mentioned in SCHEDULE-A	PO Number & Date	Value of supply	Period of supply	End User	Person to whom reference may be made

(To be filled in by the tenderer)

COMPANY SEAL SIGNATURE :
DESIGNATION :
COMPANY :
DATE :

SCHEDULE - D1

DECLARATION FORM-1
(To be signed by the tenderer)
Strike off, whichever is not applicable:

To

The Chief Engineer,
NCTPS-II,
CHENNAI – 600 120..

Dear Sir,

Having examined the above specification together with the accompanying schedules etc., we hereby offer to manufacture and supply the equipments/ materials covered in this Specification at the rates entered in the attached schedule of prices.

1. We hereby guarantee the particulars entered in the schedules attached to the Specification.

2. In accordance with the Security cum Performance guarantee clause-13., Section-V, of the specification, we agree to furnish security cum performance in the form ofDD/Bankers Cheque/Bank Guarantee to the extent of 5% of the order value (All-inclusive price) of each and every indent issued during the contract period till the expiry of the Guarantee.

3. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

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

SCHEDULE-E
GUARANTEED TECHNICAL PARTICULARS

Sl. No	Material Description as per Technical Specification mentioned in SCHEDULE-A	Qty Required	***Make**
1	219.1 mm OD Seamless Pipes	600 mtr	
2	273 mm OD Seamless Pipes	640 mtr	
3	M.S Flange suitable for 219.1 mm OD pipes as per ANSI B 16.5 Standard	30 Nos.	
4	M.S Flange suitable for 273 mm OD pipes as per ANSI B 16.5 Standard	21 Nos.	
***Descriptive literature, pamphlet of the materials offered should accompany the Technical specification**			

PLACE: SIGNATURE OF THE TENDERER
DATE: SEAL:

SCHEDULE - F
QUESTIONNAIRE - A

INSTRUCTIONS:

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

Sl.	PARTICULARS	BIDDER'S RESPONSE
1.	Name & Address of the Firm / Company (a) Registered Office (b) Factory / works Address (c) Fax No. (d) Telegraphic Address (e) GSTIN No. (f) Email ID	
2.	Name, Designation & Address of the person signing the tender	
3.	a. Is the firm registered with Udyam Registration Portal	YES/NO
4. 4.1	EARNEST MONEY DEPOSIT (a) Mode of Payment **(b) Details of Online Payment** If exempted, (a) Udyam Registration Certificate/NSIC regarding exemption enclosed 4.2 (b) PEMD enclosed	 Online /Exemption from payment of EMG/BG **Ref No:** YES/NO YES/NO
5.	Whether the Specification has been down-loaded from TNPGCL Website/TN Govt/NIC	YES/NO
6.	Confirm whether Tenderer is (i) actual manufacturer (ii)authorized dealer	YES/NO YES/NO
7.	Whether the copies of previous purchase order are enclosed in the tender, as required in BQR condition under Section-II of this Specification	YES/NO
8.	Whether Performance/ End user certificate is enclosed for the purchase order enclosed for BQR condition	YES/NO
9.	Whether documentary evidences for the Annual Turn Over for the preceding three years enclosed	YES/NO
10.	Whether proof of GSTIN No is enclosed	YES/NO
11.	Whether all the copies enclosed for BQR evidences	YES/NO
12.	Whether your offer is valid for a period of **90 days** from the date of opening of Commercial / Technical Bids (Part-I) (Offers with validity period of less than **90 days** are liable to be rejected)	YES/NO
13.a	**PRICE**: Whether the following break ups for the quoted Unit Price (All inclusive price excluding GST) have been mentioned in schedule-B (BOQ) of the specification.	YES/NO
13.b	Unit EX-Works prices	YES/NO
13.c	Fright & Insurance Charges	YES/NO
13.d	Packing & Forwarding Charges	YES/NO

13.e	Whether GST (Percentage & Amount) applicable has been mentioned separately	YES / NO
13.f	Whether GST HSN / SAC Code Number applicable has been mentioned in Schedule A (Technical) and Schedule "B" (Price Schedule - BOQ)	YES / NO
14.	**IT – PAN &GST:** a) Whether PAN No. issued by IT Dept. is furnished. b) Whether GST Clearance Certificate enclosed with the offer. Mention the year for which the above is enclosed.	 YES / NO YES / NO
15.	Whether you are agreeable for the following clauses specified under Section–V of the Specification. (a) Payment Terms (clause 24.0) (b) Security Deposit cum Performance Guarantee (clause 13.0) (c) Delivery (clause 20.0) (d) Liquidated Damages (clause 27.0) (e) Guarantee (clause 26.0) (f) Jurisdiction for Legal Proceedings (clause 39.0) (g) Test Certificate (Clause 21.0)	 YES / NO YES / NO YES / NO YES / NO YES / NO YES / NO YES / NO

ate : IGNATURE OF THE TENDERER

lace : AME

TATUS IN THE COMPANY

Affix Seal of the company)

UNDERTAKING

, Sole Proprietor / Partner of give undertaking that details given in the above UESTIONNAIRE – A are correct to the best of my knowledge and I agree to abide by all your Tender / rder terms & conditions.

ate : IGNATURE OF THETENDERER

lace : AME

TATUS IN THE COMPANY

Affix Seal of the company)

SCHEDULE-F
QUESTIONNAIRE-B

(COMMERCIAL AND TECHNICAL BID)

TECHNICAL TERMS

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

Sl. No.	PARTICULARS	BIDDERS RESPONSE
1.	Whether materials offered is exactly as per Technical Specification (Schedule A) (Tender offers with Deviation in Technical Terms are to be summarily Rejected subject to any latest amendments applicable to IS standards) If not, give details of technical deviation.	YES / NO

Date :SIGNATURE OF THE TENDERER NAME

Place :

STATUS IN THE COMPANY
(Affix Seal of the company)

UNDERTAKING

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

Date : SIGNATURE OF THE TENDERER

Place : NAME

STATUS IN THE COMPANY
(Affix Seal of the company)

ANNEXURE - I
Undertaking for exemption of EMD

To be duly filled and endorsed with company seal on letter head and uploaded in the technical Bid

(To be given on Company Letter Head) Date:

To,
The Chief Engineer,
NCTPS-II
Chennai-120.

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

Tender Reference No: CE- /2025-26/NCTPS-II

Name of the tender:

Dear Sir,

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

SIGNATURE

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY.

Note: **Those who claim EMD exemption by enclosing UDYAM Registration certificate/ NSIC should compulsorily enclose/upload the duly filled and endorsed Self Declaration form in letter head with company seal otherwise the offer will be summarily rejected.**

ANNEXURE –II

FORMAT OF UNDERTAKING FOR JURISDICTION FOR LEGAL PROCEEDINGS

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

THIS DEED OF UNDERTAKNG EXECUTED AT CHENNAI ON THIS THE .....BY Messer .....hereinafter called the "TENDERER "(which expression where the context so admits mean and include their agents ,representatives, successors-in-office and assigns).

TO AND IN FAVOUR OF THE TAMILNADU POWER GENERATION CORPORATION LIMITED a body corporate constituted under the electricity act 2003 (central act 36 of 2003),having its office at NPKRR Maaaligai,144,Anna salai, Electricity avenue ,Chennai-600002. Herein after called the **"TNPGCL"** (Which expression shall where the context so admits mean and include the successors-in-office and assigns).

WHEREAS the TNPGCL has called for acceptance of jurisdiction of legal proceedings.

NOW THIS UNDERTAKING WITNESSETH that no suits or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court save in the civil court of Chennai or the court of small causes in Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within the jurisdiction of any of the courts in Tamil Nadu and not in the courts of Chennai city, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of cause of action might arise within the jurisdiction of such courts.

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

SIGNATURE WITH SEAL

WITNESS :
1.
2.

ANNEXURE III

DECLARATION FORM-2

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

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head) Date:
To,----------

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: CE- /2025-26/NCTPS-II

Name of the tender:

Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

******

ANNEXURE-IV
FORMAT FOR UNDERTAKING TOWARDS PAYMENT OF DUES TO TNPGCL

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

THIS DEED OF UNDERTAKING EXECUTED AT …… ON THIS THE ……..Day of ……. By Messers …… Hereinafter called the "TENDERER" (Which expression where the context so admits mean and include their agents, Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF

The TNPGCL a company registered under the provisions of the Companies Act, 1956 having its office at NPKRR Maaligai, 144, Anna Salai, Electricity Avenue, Chennai 600 002, hereinafter called the "CORPORATION" (Which expression shall where the context so admits mean and include the successors-in-office and assigns).

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

NOW THIS UNDERTAKNG WITNESSETH the CORPORATION is empowered to recover any dues against this contract in any bills/ security deposit/ EMD due to the Tenderer either in this contract or any other contracts with the CORPORATION. Further, the Tenderer hereby authorizes the CORPORATION to recover, any dues against any other contract of the Tenderer with the CORPORATION with the available amount due to the Tenderer against this contract.

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

- COMPANY SEAL -

SIGNATURE OF THE TENDERER.
NAME :
DESIGNATION :
DATE :

A N N E X U R E - V

BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

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

THIS DEED OF GUARANTEE made on this ..... day of ..... only by the Bank of..... (Branch name & address) (herein after called "the Bank") to and in favour the TNPGCL, a company registered under companies Act, 1956 having its office at NPKRR Maaligai, Electricity Avenue, 144, Anna salai, Chennai – 600 002, herein after called the " Corporation " (which expression shall where the context so admits mean and include the successors in office and assigns " having its Registered Office at Anna Salai, Chennai - 2 represented by the CHIEF ENGINEER /_____ / _____ / _____ (hereinafter called "The Purchaser").

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 Nationalised Bank.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs...../- (Rupees..... only) PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Purchaser.

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

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

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 - bearance, 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 THIRU .....acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

In the presence of witnesses:

1. Signature with seal of the Bank
(Name in Block letters)

2.

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

Annexure-VI
Declaration pursuant to Section 206AB
(To be obtained from 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 2023-24 and 2024-25 (FY 2022-23 and FY 2023-24) and we shall file the ROI for Assessment year 2025-26 (Financial Year 2024-25) within 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:

Sl.No	Assessment Year	Acknowledgement No	Date of Filing
1	2023-24		
2	2024-25		
3	2025-26		

Place:
Date:

(Authorized Signatory)
Sign & Seal

ANNEXURE-VII

DECLARATION FOR INPUT TAX CREDIT

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

To
The Chief Engineer /NCTPS-II/TNPGCL,
Chennai-120.

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 TNPGCL by way of commensurate reduction in prices and as such we hereby declare that we are extending Rs._____ /- _____ of % as rebate in my awarded price against input tax credit 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 TNPGCL failing which TNPGCL may take appropriate action.

Signature of bidder with Company Seal.
Note: Bidder may strike out the para not applicable

A N N E X U R E- VIII

Undertaking from the sole proprietor of the firm

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

Name of the sole Proprietor:

PAN NO:

Tender specification No.

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

Signature of the proprietor
(with name & seal)

Date:
Place:

A N N E X U R E- IX

Certificate to be furnished by Chartered Accountant

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

Tender Specification No.

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

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

Signature of the chartered Accountant

(with name, membership No. & seal)

Date:
Place:

A N N E X U R E- X

Certificate to be furnished by Practicing Company Secretary

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

Tender specification No.

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

Signature of the Company Secretary
(with name, membership No. & seal)

Date:
Place: