

**Tamil Nadu Power Distribution Corporation Limited**



**Specification for Supply Of GI Solid wire 6 SWG to Villupuram Region**

**THROUGH E-TENDERING**

**(through Two part Open Tender System)**

**SPECIFICATION CE/D/VPM/OTE No.01/26-27**

**DUE DATE :30.05.26**

**(Through Tamil Nadu Government e-Procurement Portal)**

**OFFICE OF THE**

**CHIEF ENGINEER/DISTRIBUTION**

**VILLUPURAM REGION**

**TNPDC**

**VILLUPURAM - 605602**

**Email:cedvp@tnebnnet.org**

**Website for online submission :<https://tntenders.gov.in>**

**Service Provider: National Informatics Centre**

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

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

### **A. REGISTRATION:**

Bidders are required to enroll on the e-Procurement module of the Tamil Nadu Government E procurement Portal (URL: <https://tntenders.gov.in/nicgep/app>)

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

Correspondence details:

For queries related to registration and online bidding

#### **NIC Office:**

e-mail : [support.etender@nic.in](mailto:support.etender@nic.in)

Contact No. : 044 – 24466495

24902580 Extn:332

24917850

### **B. SEARCHING FOR TENDER DOCUMENTS:**

1) There are various search options built-in in the TAMILNADU GOVERNMENT E PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TAMILNADU GOVERNMENT E-PROCUREMENT Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.

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

### **C. PREPARATION OF BIDS:**

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

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

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

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

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

### **D. ELECTRONIC SUBMISSION OF BIDS:**

The bidder shall submit online the requirements under qualification criteria and technical documents required and SCHEDULE OF PRICE /BOQ vide SCHEDULE-A. 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 acknowledgment of bid submission.

### **E. PROCEDURE FOR SUBMISSION OF BIDS:**

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

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

3) Bidder has to select the payment option as "Online" to pay the tender fee/EMD as applicable and enter details of the instrument.

i. The online payment gateway has been enabled for TNPDC in TN Tenders portal ([www.tntenders.gov.in](http://www.tntenders.gov.in)). All the payments for the tenders like EMD will be carried out by the Bidders only through online payment mode.

Note: As the internet banking process (NEFT/RTGS) may take some time for confirming the receipt of EMD, bidders may be planned in such a way to pay the EMD accordingly to avoid any delay on bank confirmation. After getting success status of EMD payment only, the bidder can submit the bid.

- ii. 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 responsible.

4) Bidder should prepare the EMD as per the instructions specified in the tender document.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

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

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

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

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

11) In all cases, bidder should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.

12) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

13) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

14) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.

15) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

16) TNPDCCL reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.

17) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

18) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.

19) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.

20) No deviation to the technical and commercial terms & conditions are allowed.

21) Bidders are not required to sign in each page of the tender specification. Instead bidders are required to sign a declaration document as specified in Schedule-K of the specification.

22) 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.

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

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

**Modification and withdrawal of bids:**

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

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

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

**F. ASSISTANCE TO BIDDERS:**

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

2) Any queries relating to the process of online bid submission or queries relating to TAMIL NADU GOVERNMENT E PROCUREMENT Portal in general may be directed to the 24x7 TAMIL NADU GOVERNMENT E PROCUREMENT Portal Help desk.

\*\*\*\*

## Tamil Nadu Power Distribution Corporation Limited

Online e-bids are invited from eligible and prospective bidders for **Supply of GI Solid wire 6 SWG** to Villupuram Region through e-tender portal of NIC <http://tntenders.gov.in>.

1)	Tender Specification No.	<b>CE/D/VPM/OTE No: 01/26-27</b>
2)	Name of the work	<b>Supply of GI Solid wire 6 SWG to Villupuram region</b>
3)	Tendered Quantity	35000 Kgs
4)	Method of Tender	Two part (Open Tender) System by E- tendering. (Techno-Commercial and Price Bid)
5)	(a) Earnest Money Deposit (EMD)	<b>Rs. 28000/-</b> <b>(Rupees: Twenty Eight Thousand Only)</b> All the payments for the tenders like EMD will be carried out by the bidders only through online payment mode. The EMD amount to be paid the common pool account created by the finance department , Government of Tamil Nadu by integrating the payment Gateway services of the State Bank of India. The Online payment Gateway has been enabled for TNPDC in TN Tenders portal. ( <a href="http://www.tntenders.gov.in">www.tntenders.gov.in</a> ).
	(b) SSI Units	Micro and Small enterprises located within the state of Tamil Nadu are eligible for exemption of EMD against submission of documents detailed in Section –I.  Undertaking in lieu of EMD should be uploaded  The SSI units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD as detailed in Section-I.  The tenderers shall upload the audited copy of Profit and Loss account/Balance Sheet Certified by a chartered accountant along with the proof for exemption from payment of EMD in order to ensure the SSI Status of the firm based on the Annual Turnover and the investment held in Plant and Machinery for extending exemption from paying EMD.
	(c) PEMD with TANGEDCO	The PEMD Holder of Rs.20 lakhs and above with TANGEDCO are only eligible to participate in tender. Undertaking in lieu of EMD should be uploaded.
6)	URL for online bid submission for e-tender.	<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
7)	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	: <b>upto 12.00 PM on 29.05.2026.</b>
8)	Date & time of opening of tender electronically	: <b>01.00 PM on 30.05.2026.</b> The next working day if the due date happens to be declared a holiday .

9)	E-tender documents (Specification) will be available at	The tender specification will be placed at the following web sites. The prospective bidders may download the same. TANGEDCO : <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> NIC : <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
10)	Documents to be duly filled & uploaded by the Tenderers during e-submission	EMD documents, BQR evidences, Price bid (Filled up BoQ), Technical & Commercial documents, Schedules(A to K), Annexure 1 and 2 and other documents whichever is applicable.
11)	Tenderers during e-submission Clarification to be sought for from	Chief Engineer/Distribution/Villupuram, No: 10, Old Power House Road, TNPDC, Villupuram Tamilnadu-605602 <a href="mailto:cedvp@tnebnet.org">Email:cedvp@tnebnet.org</a>
12)	Place at which tenders will be opened	Chief Engineer/Distribution/Villupuram, No:10, Old Power House Road, TNPDC, Villupuram Tamilnadu-605602 <a href="mailto:cedvp@tnebnet.org">Email:cedvp@tnebnet.org</a>
14)	Sample	Sample should be submitted to <b>the office of Chief Engineer / Distribution/Villupuram</b> , as per the sample clause under Section-VI (Tech. Spec.) of the tender before the date & time specified in Specification. <b>Samples received after the due date &amp; time (ie 01.00 PM on 30.05.2026. ) will not be accepted and offers without Sample will be summarily rejected.</b>
<b>Remarks:</b> If the due date for opening of tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.		

## INDEX

<b>Sl.No</b>	<b>Section</b>	<b>Description</b>
1	SECTION-I	EARNEST MONEY DEPOSIT
2	SECTION-II	BID QUALIFICATION REQUIREMENT
3	SECTION-III	REJECTION OF TENDERS
4	SECTION-IV	INSTRUCTIONS TO TENDERERS
5	SECTION-V	COMMERCIAL
6	SECTION-VI	TECHNICAL
7	SCHEDULE-A	PRICE SCHEDULE
8	SCHEDULE-B1	SCHEDULE FOR TECHNICAL DEVIATION
9	SCHEDULE-B2	SCHEDULE FOR COMMERCIAL DEVIATION
10	SCHEDULE –C	STATEMENT OF SUPPLY ORDERS EXCEUDTED /UNDER EXECUTION DURING THE PAST TEN YEARS AS ON THE DATE OF THE ORDER
11	SCHEDULE –D	DECLARATION FORM
12	SCHEDULE –E	UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS
13	SCHEDULE-F	QUESTIONNAIRE FORM
14	SCHEDULE –G	UNDERTAKING IN LIEU OF EMD FOR LOCAL SSI UNIT OF TN &PEMD
15	SCHEDULE –H	DECLARATION PURSUANT TO SECTION 206AB OF IT ACT
16	SCHEDULE –I	UNDERTAKING TOWARDS INPUT TAX CREDIT BENEFIT
17	SCHEDULE –J	UNDERTAKING TO PAY PENALTY IN THE EVENT OF NON FULFILLMENT or NON OBSERVANCE OF ANY CONDITIONS STIPULATED IN THE CONTRACT
18	SCHEDULE –K	TENDER ACCEPTANCE LETTER
19	ANNEXURE 1	GUIDELINES FOR RELEASING GST PORTION TO SUPPLIERS/CONTRACTORS
20	ANNEXURE 2	UNDERTAKING FROM THE SOLE PROPRIETOR OF THE FIRM
21	ANNEXURE 3	CERTIFICATE TO BE FURNIHSED BY CHARTED ACCOUNTANT
22	ANNEXURE 4	CERTIFICATE TO BE FURNISHED BY PRACTISING COMPANY SECRETARY

## **SECTION – I**

### **EARNEST MONEY DEPOSIT**

1.1 . Tenderer should pay the specified amount towards Earnest Money Deposit of **Rs.28,000 /-** **(Rupees: Twenty Eight Thousand only).**

**1.2) After confirming the EMD paid amount/ exemption uploaded, then only the system/tender portal will allow to submit the technical and financial bids.**

1.3) **Mode of Payment :** The online payment Gateway has been enabled for TNPDCI in TN tenders portal(<https://tntenders.gon.in>) The earnest money deposit of **Rs. 28000/- (Rupees: Twenty Eight Thousand Only) should be paid through online mode to the common pool account created by the finance department, government of Tamil Nadu by integrating the payment gateway services of State Bank of India. Scanned copy of the e-receipt generated shall be uploaded. The EMD amount should be paid before the due date and time of submission of tender**

### **2. PEMD Holder of TANGEDCO:**

2.1. The Tenderers who are having valid Permanent EMD with TNPDCI / erstwhile TANGEDCO for an amount of Rupees 20 Lakhs and above are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

Undertaking in lieu of EMD should be uploaded as per Schedule G. **Firms who have PEMD less than that specified above are not eligible to participate on the basis of the PEMD deposited by them even for lesser quantity and value.** Scanned copy of proof of PEMD shall be uploaded along with the tender.

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNPDCI as Permanent E.M.D. well in advance, obtain a certificate of instruction from the Financial Controller/Purchase. **PEMD of TANTRANSCO will not be considered for TNPDCI Tenders.**

**2.2 The EMD does not carry any interest.**

### **3.0 EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (EMD):**

3.1 The following categories of Industries are exempted from payment of EMD :

- i. Micro and Small Enterprises located within the state of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of "UDYAM Registration Certificate"(clearly mentioning the 5 digit NIC code) or any other valid registration certificate/Proof as notified by the Govt. of India in respect of the items manufactured by them for participation in the tenders floated by TNPDCI/Erstwhile TANGEDCO.
- ii. Department of the Government of Tamil Nadu.
- iii. Undertaking and Corporations owned by the Government of Tamil Nadu
- iv. Labour Contract Co-operative societies of Tamil Nadu

3.2 Micro/SSI units having provisional registration certificate are not eligible for exemption.

3.3 **The Small scale Industrial units located outside Tamil Nadu registered with Udyam shall pay EMD amount** as discussed in above para no.1.

3.4 The SSI units located outside of the State of Tamil Nadu are not eligible for exemption from the payment of EMD in TNPDCCL tenders against Udyam Registration Certificate even though registered in Udayam Portal for tendered items. **The offers of the tenderers (ie) the SSI units located outside of the State of the Tamil Nadu will be summarily rejected if EMD amount is not paid by them.**

3.5 The bidders who are exempted from payment of EMD against PEMD or SSI units shall upload an undertaking in a non-judicial stamp paper of value not less than Rs.500/- in lieu of EMD as per Schedule G.

**The original undertaking shall be submitted to the office of the CE/D/ Villupuram after opening of tender if their bids are accepted.**

4.0 **Government of India, Ministry of MSME Notification:**

4.1 Government of India, Ministry of MSME, vide notification No:S.O.1364 (E) dated 21.3.2025 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium enterprises and insisted Udyam Registration in "Udyam Registration Portal" to obtain an e-certificate viz Udyam Registration Certificate. Calculation of turnover, calculation of investment, Registration of existing Enterprises and Updation and transition period in classification

4.2 An enterprises shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely:

- i) A micro enterprise, where the investment in plant and machinery or equipment does not exceed Rs.2.5 crore rupees and turnover does not exceed Rs.10 crore rupees;
- ii) A small enterprise, where the investment in plant and machinery or equipment does not exceed Rs.25 crore rupees and turnover does not exceed Rs.100 crore rupees; and
- iii) A medium enterprise. Where the investment in plant and machinery or equipment does not exceed Rs.125 crore rupees and turnover does not exceed Rs.500 crore rupees.

#### **Calculation of Turnover:**

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

A certificate from Chartered Accountant, along with the bid whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover to be uploaded.

#### **Calculation of Investment:**

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

(1) of section 7 of the Act shall be excluded from the calculation of the amount of Investment in Plant and Machinery.

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

#### **Updating and transition period in classification:**

An enterprise having Udyam Registration Number shall update its information 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.

#### **4.3 Registration of existing enterprises:**

i) All the existing enterprises shall register under Udyam Registration.

ii) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall also register itself under Udyam registration.

4.4 Others Viz Central and other State Government Departments/Undertakings and other corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit and Security deposit.

4.5 The MSME units with Micro and Small Category who have registered under UDYAM Portal for the tendered item (clearly mentioning the 5 digit NIC code) shall upload attested Photocopy of UDAYAM Registration Certificate as a proof of eligibility for exemption from payment of EMD.

4.6 The State Government , Public sector Undertakings who are exempted from the payment of EMD should also pay as penalty an amount equivalent to the amount fixed as security deposit /EMD in the event of non-fulfillment of non-observance of any of the conditions stipulated in the contract.

4.8 The firm registered in Udyam portal under MEDIUM Scale is not eligible for exemption of EMD.

4.9 The tenderers shall upload the audited copy of Profit and Loss account/Balance Sheet certified by a Chartered accountant along with the proof for exemption from payment of EMD in order to ensure the SSI Status of the firm based on the Annual Turnover and the investment held in Plant and Machinery for extending exemption from paying EMD. If the Plant and Machinery value certified by the Chartered accountant differs from the plant and Machinery Value from Udyam registration certificate, the higher value will be taken for accounting Plant and Machinery value. Based on that the category of the enterprises will be defined and EMD Exemption will be considered.

## **5. ELIGIBILITY OF EMD**

**The following should be upload by the Vendor during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.**

- i. The proof for Online payment of EMD.
- ii. The proof of PEMD with TNPDCCL Erstwhile TANGEDCO along with Undertaking in lieu of EMD as per Schedule G .
- iii. The proof of exemption of EMD with documents in support of investment held in plant and machinery and Annual turnover and undertaking in lieu of EMD as per Schedule G.

**6. 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 (ie) after technical evaluation.
- ii. The Earnest Money Deposit will be refunded automatically to the eligible tenderer/ unsuccessful tenderer who have not received the detailed Purchase Order ie. after issue of Award of contract.
- iii. The Earnest Money Deposit will be the settlement of TNPDCCL account in the case of successful tenderer on receipt of detailed Purchase Order and will not carry any interest. The Earnest Money Deposit will be adjusted in the Security Deposit.

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

- i. If he withdraws his tender or backs out after acceptance of the tender or fail to remit the Security Deposit.
- ii. If he revises any of the terms quoted during the validity period.
- iii. If he violates any of the conditions of the tender specification.

**8.The Earnest Money Deposit (EMD) made by Tenderer will be forfeited After e-tender opening if:**

1. They with draw their tender or backs out after acceptance.
2. They withdraw their tender before the expiry of validity period stipulated in the Specification or fail to remit the Security Deposit cum performance Guarantee.
3. They violate any of the provisions of these regulations contained herein.
4. They revise any of the terms quoted during the validity period.
5. The documents furnished with the offer is found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNPDCCL.

6. If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section III, Clause-I and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TNPDC/L/TANTRANSCO tenders.
7. In case of any non fulfillment of or non observance of any of the conditions stipulated in the contract, the supplier/contractor shall pay an equivalent amount to EMD/SD or an amount equal to the actual loss incurred by the board whichever is less. The successful bidder/supplier shall furnish an Agreement in Non Judicial Stamp Paper of Rs.500/- in this regard as per Schedule- J.

## **SECTION-II**

### **BID QUALIFICATION REQUIREMENT**

BIDDERS shall become eligible to bid, on satisfying the following "Bid qualification Requirements" **and on uploading of the required documentary evidences.**

1. The bidder should be a **Manufacturer of GI Solid wire 6 SWG**. Necessary valid proof for this shall be uploaded.

2.The bidder should have supplied satisfactorily a **minimum of 8.750 MT of GI Solid wire 6 SWG** during the preceding ten years as on date of tender opening to State Electricity Boards/Power Utilities/Central/State Public Sector Undertakings.

2.a Copies of purchase order for the above shall be furnished for the materials supplied to TNEB/TANGECO/TNPDCL/ TANTRANSCO.

2.b Copies of purchase order along with end user's certificate for satisfactory execution of the contract shall be furnished for the materials supplied to other than TNEB/TANGECO/TNPDCL/TANTRANSCO.

3.The Annual Turnover of the Tenderer shall be more than **Rs.7 Lakhs during any one of the previous three years** (i.e.) 2022-23, 2023-24 and 2024-25.

In case of bidders who happen to be the companies registered under companies Act-1956, attested copy of Audited financial statements("with **UDIN of Chartered Accountant**")like Profit and Loss Account and Balance sheet for the immediately preceding 3 years may be furnished and in case of others, the Annual turnover certified by the Practicing Chartered Accountant "**with UDIN of Chartered Accountant**" or attested copy of Income Tax statements for all the three years may be uploaded as documentary proof". to ensure the turnover criteria prescribed in the tender Specification.

**THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE BID QUALIFICATION REQUIREMENTS WILL BE SUMMARILY REJECTED.**

## **SECTION-III**

### **REJECTION OF TENDERS**

I. Tenders will be SUMMARILY REJECTED if

1. The EMD requirements are not complied with.
2. If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected. Tenders received from Agents will not be considered.
3. The Bid Qualification Requirements (**BQR**) as per **Section-II** of this Specification are not satisfied.
4. Not providing documentary evidence in support of Bid Qualification Requirements.
5. Sample not furnished as per requirement if the tender.
6. Not accompanied by undertaking in lieu of EMD, where EMD is exempted.
7. The documents furnished with the offer being found to be bogus or the documents contain False particulars.
8. Not accompanied with tender sample if requested and not in conformity with TNPDCCL's technical specification.
9. Incomplete and evasive offer.
10. Whose permanent EMD is not adequate for this tender.
11. The BOQ( Price Bid) file is found to be modified by the bidder.

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

1. Not covering the entire scope of supply of materials.
2. Received without GSTIN Number,
3. **If the declaration as specified in Schedule-D is not signed and enclosed.**
4. With validity period less than that stipulated in this specification.
5. Not in conformity with TNPDCCL's Commercial terms and Technical Specifications **(Section - V & VI).**
6. Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
7. From any black listed Firm or Contractor.
8. Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
9. Not containing all required particulars as per Schedule- **A to K.**
10. Question are as per Schedule F Questionnaire form are not duly filled up and properly signed by the tender.
11. Received by Email.

## SECTION - IV

### **INSTRUCTION TO TENDERERS**

1.0 Two part tender System (a) Technical Bid with commercial terms but without Price Bid and (b) Price Bid, **will be received through online** for and on behalf of TNPDCCL herein after referred as TNPDCCL so as to reach on or before the due date prescribed. All the tenders shall be prepared and uploaded strictly in accordance with the instructions set forth herein.

**THE TENDERERS WHO DO NOT FULFILL THE "BID QUALIFICATION REQUIREMENTS" AS PER SECTION -II NEED NOT APPLY, OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.**

1.1 This tender will be processed as per the provision in the Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 with latest amendments.

### **2.0 SCOPE OF SUPPLY**

2.1 The Scope of supply (described in Schedule-A) includes design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at TNPDCCL stores (Cuddalore and Villupuram EDC).

2.2 General: The materials/equipments offered by the bidder shall be complete in all respects with all mounting, fittings, fixtures and Standard accessories. Any material & component not specifically stated in the specification and documents and which is necessary for trouble free operation of equipments and accessories specified in these specification, shall be deemed to be included unless specifically excluded. All such equipments, accessories shall be supplied without extra cost.

2.3 The quantity indicated in schedule of requirement is approximate. The indent will be placed subsequently as and when there is requirement, upto the last date of validity of rate contract. The quantity finally ordered may vary to the extent of 25 % either way of the approximate quantity indicated in the Schedule of requirement. The purchaser reserves the right to issue any number of indents for supply of materials during the period of contract.

### **3.0.SUBMISSION OF TENDER OFFER:**

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

### **4.0.QUESTIONNAIRE FILING:**

A Questionnaire is appended as Schedule-F – Questionnaire form 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.

#### **5.0.SUBMISSION OF TENDERS:**

5.1 The Tender Offer consisting of **Schedules-A to K** 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. The tender shall contain the name, residence and place of business of person or persons submitting the tender.

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

5.3Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

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

5.5 Bidders are not required to sign in each page of the tender specification. Instead bidders are required to sign a declaration document as specified in **Schedule- K** of the specification.

#### **6.0. Modifications / Clarifications to Tender Documents:**

6.1. At any time after the commencement of e-Tender and before the closing of the event, TNPDCCL 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.

6.2. In case any tenderer asks for a clarification in the tender documents before 48 hours of opening of tenders, the Chief Engineer /Distribution/Villupuram will clarify the same.

6.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer /Distribution/Villupuram, on the clarifications will be final and binding on the Tender.

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

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

#### **7.0. QUOTATION OF RATES:**

7.1. Rates should be quoted in the BoQ only (Price schedule in NIC portal).

7.2. Offers giving lump sum price, without giving their breakup as per details required in the attached Price **Schedule-A** (BoQ) shall be liable for rejection.

#### **8.0. PRINTED TERMS AND CONDITIONS IN TENDERS:**

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

#### **9.0. INCOMPLETE TENDERS:**

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

#### **10.0. AMBIGUITIES IN CONDITIONS OF TENDERS:**

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

#### **11.0 DISQUALIFICATION OF TENDERS:**

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

11.2. 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.

11.3. 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.

11.4. Attempt by any tenderer to bring to bear extraneous pressure on the Tender Accepting Authority shall be sufficient reason to disqualify the tender as per Rule 27 (3) of Tamil Nadu Transparency in Tenders Rules 2000.

11.5. **Only Manufacturers must quote.** If the bids are received through Consortium, the same will not be considered and the bids will be rejected.

11.6 The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, contact person, Phone, Mobile, Fax Nos. etc. in their tenders so as to arrange inspection by the TNPDC, if considered necessary.

#### **12.0. DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**

The prices quoted should be on FOR Destination basis for delivery anywhere in Cuddalore and Villupuram districts.

#### **13.0 TENDER OPENING:**

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

Tender offers except price Bid **will be opened electronically at 13.00 Hrs. on the date** notified at the Office of the Chief Engineer/Distribution/Villupuram Region/Villupuram through

<https://tntenders.gov.in> in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

### **13.2 OPENING OF THE PRICE BIDS: (PART - II)**

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

13.3 In all cases, the amount of bid security and validity of the bid shall be scrutinized. Thereafter, the bidder's names and such other details as the Tender Inviting Authority may consider appropriate, will be recorded as bid opening summary and the same will be uploaded on the e-procurement portal.

13.4 If the last date set for submission of e tender offers and opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day without any changes in the timings.

### **14.0. INFORMATION REQUIRED AND CLARIFICATIONS:**

14.1. In the process of examination, evaluation and comparison of tender offers, the TNPDCCL 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.

14.2. The TNPDCCL 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.

14.3. Prior to the detailed evaluation, the TNPDCCL will determine the substantial responsiveness of each offer to the Bidding Documents.

14.4. 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.**

14.5. Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TNPDCCL for rejection of his offer. The TNPDCCL 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 TNPDCCL.

### **15.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:**

15.1. The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.

15.2. The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.

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

a)The quoted price will be corrected for arithmetical errors.

b)In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.

c)The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.

d) The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value ie. (Ex works price + P&F +Fright 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.

e) 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.

f) The bidders should have registered under GST Act and furnish GSTIN.

g) In the event of bidder is within TN, SGST & CGST shall apply and if the bidder is outside TN, IGST shall apply.'

15.4 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. All eligible bidders who accept the rate shall be enlisted.

15.5 No changes, amendments which materially alter the tendered prices shall be permitted after the opening of the tender, except as per the procedure prescribed in Sub-Section (3) of Section 10 of the Act The Tamil Nadu Transparency in Tender Act 1998.

15.6. As per the provisions of Tamil Nadu Transparency in Tender Rules 2000, the bidder should not alter the quantity offered in the bid during price negotiation/ matching.

15.7. The TNPDCCL also reserves the right to allocate the quantity is as per **Cl. No. 31.4** of Tamil Nadu Transparency in Tender rules, 2000.

#### 15.8 **Tie Breaker:**

When more than one bidder have quoted same value during bid submission and accepted in Finance Evaluation, Evaluator is allowed to select any one combination of bidder value (ie the L1 bidder) to initiate for Financial bid resubmission of Tie Break.

#### 15.9 **Online Negotiation:**

Provision to go for online negotiation has been provided for the tender evaluator. The online negotiation process in the portal is similar to the process for negotiation under tie breaker process. However, financial rebid submission can be invited from only one bidder.

## **16.0. PURCHASE PREFERENCE:**

16.1. Purchase preference may be extended to the Domestic enterprises, Government departments, Public Sector Undertakings, Statutory Boards and other similar institutions as per the provisions in 30-A & 30-B of Tamil Nadu Transparency in Tender Rules 2000.

## **16.2. PURCHASE PREFERENCE TO DOMESTIC ENTERPRISES:**

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, the tender document shall clearly indicate that up to twenty five percent of the total requirement in the procurement may be awarded to domestic enterprise, not being the lowest tender, in respect of only goods manufactured or produced or services provided or rendered by them, if the following conditions are satisfied-

- (a) the lowest tender is not a domestic enterprise;
- (b) the preferential award shall extend only to the lowest tender among the domestic enterprises who are substantially responsive and technically qualified; and
- (c) Such domestic enterprise is willing to match the price of the lowest tender:

Provided that where the Tender Inviting Authority is of the view that in the interest of the participation of domestic enterprise in the tender to avail the above benefit, a less stringent set of technical qualification parameters are required, he shall specify a separate set of technical qualifications for domestic enterprises in the tender documents with the approval of the Government.

## **16.3 PURCHASE PREFERENCE TO GOVERNMENT DEPARTMENTS, PUBLIC SECTOR UNDERTAKINGS, STATUTORY BOARDS AND OTHER SIMILAR INSTITUTIONS:**

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, the tender document shall clearly indicate that up to forty percentage of the total requirement in the procurement may be awarded to Government departments, Public Sector Undertakings, Statutory Boards and other similar institutions as may be notified by the Government, in respect of only of goods manufactured or produced or services provided or rendered by them, if such tenderer is willing to match the price of the lowest tender."

## **16.4 PURCHASE PREFERENCE TO ENTERPRISE OWNED BY SCHEDULED CASTES OR SCHEDULED TRIBES:**

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, the tender document shall indicate that five percent of the total requirement in the procurement shall be awarded to enterprises owned by persons belonging to Scheduled Castes or Scheduled Tribes in respect of only of the goods manufactured or services rendered by it, if the following condition are satisfied, namely:

- a. The lowest tenderer is not in enterprise owned by persons belonging to the Scheduled Castes or Scheduled Tribes and
- b. such enterprises are willing to match the price of the lowest tenderer.

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

- 1. The enterprises means any domestic enterprises located in Tamil Nadu owned by any person belonging to a SC/ST (or)
- 2. Any domestic enterprise, which is a firm or limited liability partnership, having its registered office and place of business in the state, where not less than three-fourths of the partners belong to the Scheduled Castes or Scheduled Tribes (or)
- 3. Any domestic enterprise, which is a company having its registered office and place of business in the State where,

- i. More than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes; and
- ii. The control of the company, as defined in section 2 (27) of the companies Act,2013 (Central Act 18 of 2013) vest with persons belonging to the Scheduled Castes or Scheduled Tribes.”

Note: Scheduled Castes and Scheduled Tribes shall have the meanings assigned to them respectively under clauses (24) and (25) of Articles 266 of the Constitution. “State” means State of the “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 Udaym portal located within Tamil Nadu, Udyam Registration Certificate contain 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 has been registered in Udyam portal, social category of enterprise can be ascertained from the community certificate of not less than three- fourths of the partners belong to the Scheduled Castes or Scheduled Tribes along with copy of registered partnership deed. However, a certificate from chartered accountant may also be obtained certifying that no change in social category of enterprise has happened consequent of the said registered partnership deed.

In case domestic enterprise is a company having its registered office and place of business in the State, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and the control of the company, as defined in section 2 (27) of the companies Act,2013Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes and the same is duty confirmed for the purpose of submission of bid against the provisions of tender specification No.

## **17.0. VALIDITY:**

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

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 Board.

## **18.0. RIGHTS OF THE TNPDC:**

### **18.1. Rights to reject the tenders:**

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

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

18.2. Notwithstanding anything contained in this Specification, the TNPDC reserves the rights:

(a) to vary the quantity finally ordered to the extent of 25% either way of the quantity indicated in the Tender document, as the quantity indicated in the schedule of requirement is approximate. The indent will be placed subsequently as and when there is requirement upto the last date of validity of contract. The purchaser reserves the right to issue any number of indents for supply of materials during the period of contract.

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

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

(d) to cancel the orders for not keeping up the delivery schedule

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

(f) to accept the lowest eligible tender.

(g) to reject any or all the tenders or cancel without assigning any reasons therefore.

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

#### **TNPDCCL will issue Purchase order/AOC to the bidder through portal.**

18.3. To cancel the order along with the forfeiture of EMD if SD is not furnished within **30 days** from the date of receipt of PO. In that event, the award may be made to subsequent eligible tenderer. The belated payment of Security Deposit shall not be accepted.

18.4 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 TNPDCCL the bidder is found not qualified to satisfactorily perform the contract.

#### **19.0. DEVIATIONS:**

19.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection. Such deviations if any may be furnished in the **Schedule – B1 and B2.**

19.2 No alternate offer will be accepted.

#### **20.0. BAR OF JURISDICTION:**

Save as otherwise provided in the Tamil Nadu Transparency in Tenders Act 1998, taken by any officer or authority under this Act shall be called in question in any court, and no injunction shall be granted by any court in respect of any action taken or to be taken by such officer or authority in pursuance of any power conferred by or under this Act.

#### **21.0 UNDERTAKING TO PAY PENALTY:**

The successful bidder should furnish an undertaking in a non judicial stamp paper of Rs.500/- that they would pay an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TNPDCCL whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the specification as per Schedule J.

**22.0. APPEAL:**

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

**23.0. TENDER DOCUMENT:**

“All the intending e-tenderers are informed that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by such tenderers will be forfeited in addition to blacklisting them for future tenders / contracts in TNPDCCL” and also cancelling the award of contract issued to them.”

\*\*\*\*\*

## SECTION – V

### **COMMERCIAL**

#### **1.0 SCOPE:**

The scope of supply includes manufacture, inspection, testing, packing, forwarding, insurance and delivery of the materials detailed herein, at our Central stores located at Cuddalore and Villupuram.

#### **2.0. DETAILS OF CONSTITUTION OF FIRM:**

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. E-Mail, Electricity Board Service Connection No. etc., of the manufacturing plants.

#### **3.0. LEGAL STATUS OF THE FIRM:**

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

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

The tenderers shall furnish documentary evidence with details of various Purchase Orders placed on them by other State Electricity Boards/Power Utilities/Central/State Public Sector and executed during the last **ten years** as on date of tender in the **Schedule: C**

#### **5.0 PLACING OF ORDERS**

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

ii) The purchase order will be issued to the successful tenderers with all TNPDCCL's terms and conditions, duly indicating the rates and the quantity to be ordered on them . The approved rates will be FIRM valid for the entire contractual period.

(iii) The quantity proposed to be ordered will be indicated in the Purchase order

#### **6.0 PRICE:**

6.1 The Tenderers are requested to quote FIRM price only.

6.2. The prices quoted shall be "unit all inclusive price".

All-inclusive price include Basic rate, Packing and Forwarding, Freight and Insurance for Delivery of the complete materials and all its accessories at TNPDCCL Stores in Villupuram Region and applicable rate of GST.

6.3. Unloading the GI solid wire 6SWG at destination stores should be done by the supplier at his own cost.

6.4. The tender offer should also contain the break up details as per Schedule A as below:

a) Unit Ex-works price per each.

b) Packing and Forwarding Charges per each.

- c) Freight and Insurance charges per each
- d) GST

The Freight & Insurance Charges shall be applicable for delivery to any stores of TNPDC in Villupuram Region. The above breakup details indicated in the Schedule-A should be clearly **entered online** in the appropriate boxes provided in the absence of which the offer shall be liable for rejection. The rates ruling on the date of e-tendering shall be specified.

6.5. All Type Tests and other test specified shall be conducted at tenderer's cost.

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

### **7.INPUT TAX CREDIT:**

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

7.2. **The benefit of Input Tax Credit (ITC) if any availed by the bidder shall be passed on to TNPDC while quoting the price.** Necessary GST ITC undertaking as per **SCHEDULE-I** shall be submitted by the L1 tenderer after evaluation for compliance with section 171 of GST Act by the bidder.

7.3. In the event of eligible evaluated bidders submitting the declaration as NIL ITC benefit, a certificate from Chartered Accountant has to be submitted certifying the same since the bidder may be ignorant of provisions of GST Act.

### **7.4. PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

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

### **8.0. Goods and Services Tax [GST]:**

i. Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.

ii. The GST to be levied by the Centre on intra-State supply of goods and /or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.

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

iv. **GST Registration Number:** TNPDCCL /erstwhile TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TNPDCCL/erstwhile TANGEDCO is 33AADCT4784E1ZC. The details are also posted in TNPDCCL web portal.

v. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration.

GST Number is completely based on the Pan Number and State code.

First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code(Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.

vi. **Transaction Value:** The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole

consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are

a)Supplier and the recipient of the supply are not related.

Price is the sole consideration for the supply.

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

**Eligibility for composition scheme:** Sec10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub- section (1), if-

He is not engaged in the supply of services other than suppliers referred to in clause (b) of paragraph 6 of Schedule II;

He is not engaged in making any supply of goods which are not leviable to tax under this Act;

He is not engaged in making any inter-State outward supplies of goods;

He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and

He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.

viii. **Supply of Service and Goods:** When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services.

(a) **COMPOSITE SUPPLY:** A composite supply is one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.

(b) **MIXED SUPPLY:** A mixed supply is one where the goods or services or a combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods.

The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution, whichever is less only will be admitted.

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

## 9.0 Goods and Services Tax:

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

9.2 The TNPDC/ erstwhile TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC)

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

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

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

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

**9.5.** The following certificates have to be furnished for admittance of claim of GST.

i) Certified that the transaction in which the GST has been claimed and has been / will be included in the return submitted/to be submitted to the Tax authorities for assessment of the GST and the amount of GST claimed from the purchaser has been/will be paid to the Tax Authorities.

ii) Certified that the goods on which the GST has been charged/ have not been exempted under GST Act or the rules made there under and the charges on account of GST on these goods are correct, under provisions of relevant Act or rules made there under.

iii) Certified that we shall indemnify the TNPDC, in case it is found later on that wrong or incorrect payment has been received on account of GST paid by us.

iv) Certified that we are registered as dealer under the GST Act and our Registration No. is .....under GST ACT our registration no. is .....

v) Certified that GST credit availed by me has been taken into account in the rates quoted.

NOTE: The successful tenderer should submit the previous year copies of GST along with their tender for scrutiny of their financial soundness.

The tenderer should enclose with the tender, an attested copy of valid certificate of GST for the previous year from the appropriate Tax Authorities.

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

Any variation in GST due to statutory variation within the contract delivery date shall be considered by the TNPDC /erstwhile TANGEDCO.

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

**9.6. GST@18% shall be applicable on forfeiture of Security Deposit (SD) and shall be recovered additionally from the supplier/contractor.**

9.7 **GSTR-2A** of TNPDC / erstwhile TANGEDCO will verify to ensure the remittance of GST to Govt., by the supplier in case of issue of PO. If the GST remitted by the supplier is found lesser than that claimed from TNPDC / erstwhile TANGEDCO, the excess GST paid by TNPDC will be recovered from the supplier, duly adhering regular procedures. The supplier is requested to file the GST returns promptly to avoid delay in processing/payment of invoices. In case of non-filing of GSTR1 by supplier, the SD, EMD and other payments, if any, due to the supplier may be withheld.

## 9.8 GST – E-Way Bill:

E way bill is an electronic document to be generated to cover movement of goods more than Rs.1,00,000/- and such generation needs to be done in e-way bill portal. Consequently, transporters of goods are required to carry an e-way bill under GST provisions of movement of such goods. The value of such 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 charges by the transporter. Based on the above guidelines under GST provisions it is your responsibility to ensure the delivery of materials/goods for this work at the destination stores/site of TNPDC, as directed by the Engineer-in-charge.

It is the responsibility supplier/contractors engaged by you for this work to generate E-Way bill before Transporting goods for delivery at the destination stores/site of TNPDC / erstwhile TANGEDCO for this work.

## 9.9. E-Invoices:

TNPDC / erstwhile TANGEDCO cannot avail input tax credit from suppliers whose turnover exceeds Rs.10 crores without an e-invoiced debit note or e-invoiced credit note. 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). The bidder who are having annual turnover exceeding Rs.10 Crores who participated in this tender shall claim payment by raising e-invoice only on the placement of purchase orders if any.

**9.10:HSN/SAC code to be included along with Bid amount.**

**9.11:TDS under GST as per Section 51 of the CGST Act,2017:**

The Central Government vide Notification No.50/2018 dt:13.09.18 from which the Provision of Tax Deducted at Source (TDS) under GST as per Section 51 of the CGST Act, 2017 shall come into force.

Accordingly, Tax **at the rate of 2 % ((i.e CGST 1 % and SGST 1% ) or (IGST 2%) from the payment made or credited to the supplier** (i.e deductee) of taxable goods or services or both where **the total value of taxable supply, under a contract exceeds two lakh and fifty thousand rupees. i.e Rs.2,50,000/- from the invoices raised by suppliers or service providers will be deducted. This TDS under GST has to be remitted at the time of payment or accounting in the books of accounts whichever is earlier.**

- The GST on TDS Regn No of Cuddalore EDC is 33CHET11968F1DZ.
- The GST on TDS Regn No of Villupuram EDC is 33CHET1207B1DE

The standard operating procedure (SOP) issued by CBIC is available in [www.cbic.gov.in/resources//htdocs-cbec/gst/28092018SOPONTDS.pdf](http://www.cbic.gov.in/resources//htdocs-cbec/gst/28092018SOPONTDS.pdf) which can be referred to for further clarification.

Once the taxable value of contract exceeds Rs.2,50,000/- then each and every invoice on that contract shall be subject to TDS under GST, irrespective of value of each invoice.

**Taxable supply** means supply of goods or services or both which is leviable to tax under GST. Thus, TDS under GST is to be deducted only for 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 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 composition scheme also.**

## 10.0 INCOME TAX:

Income tax will be recovered from the contractors every running bill at the prevailing rate of tax in force with amendments issued from time to time as per income tax act.

### 11.0 Provision of Section -194Q of IT Act:

1. Any person, being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year, shall, at the time of credit of such sum to the account of the seller (or) at the time of payment, whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50 Lakhs as TDS under Section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TNPDCCL for making the payment. In case the suppliers do not have PAN, TNPDCCL is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., Any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

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

3. On purchase of goods/materials, TNPDCCL 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.

4. The above provisions comes into effect from 01.07.2021 onwards and hence no TCS under Section 206C (1H) has to be paid by TNPDCCL on purchase of Goods. Accordingly, TNPDCCL will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in **Schedule-H** to determine the applicability of TDS rate u/s 206 AB.

5.The supplier shall collect (reduced to 0.075% upto 31.03.2021) from TNPDCCL on sale of goods as per section 206C (1H) of IT Act 1961, introduced by Finance Act 2020. **Recovery of TCS and remittance as per the act is the responsibility of the supplier. Certificate of TCS in the form 27D as per section 206C(5) of Income Tax Act 1961 has to be issued to TNPDCCL. The PAN No. of TNPDCCL is AADCT478E. However the TCS will be applied only if consideration for sale of any goods exceeded Rs.50 Lakhs in any financial year. If PAN and Aadhar not linked, TDS & TCS at the higher rate prevailing time to time will be deducted from your bills** as follows:

Sl No	Nature of payments	Section	TDS rate for other than Specified person	Threshold limit (in Rs.)	TDS rate if PAN furnished but Income Tax return not filled for AY 2022-23 (Specified person- u/s.206AB)	TDS rate if PAN not furnished and Income Tax return not filed for AY 2022-23[u/s.206AB(specified person) with 206AA]/ PAN not linked with Aadhar
1	Purchase of goods(w.e.f 01.07.2021) (TCS u/s.206C(1H) will not apply if TDS is applicable under this section)	194Q	0.1%	50,00,000	5%	5%

## 12.0 INSURANCE

Contracting firms shall arrange insurance for the equipment and all its accessories being supplied by them, through any of the Nationalised Insurance Companies. 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.

## 13.0 PACKING AND FORWARDING:

13.1 The equipment 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 only after the approval of test certificates by the TNPDCCL . (if applicable)**

13.2 Each consignment shall be accompanied by a detailed packing list containing the following information.

- a) Name of the consignee.
- b) Details of consignment
- c) Destination
- d) Total weight of consignment
- e) Handling and unpacking instructions.
- f) Bill of material indicating contents of each package.

13.3 The supplier shall ensure that the bill of material is approved by the purchaser before despatch.

13.4 The supplier is responsible to make sure about the facilities that exist for Road and Rail transport to site, the maximum packages which can be conveyed by the railways and crane lift available at the destination railway station. The supplier is also responsible for any loss or damage during transport and storage for 60 days.

#### **14.0. PAYMENT:**

**14.1. Payment will be made to the suppliers by NEFT/RTGS / Bank transfer as detailed below. The bank charges involved in making payment will be to the account of the tenderer/supplier.**

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

14.3. The payment will be made directly to the supplier based on submission of claims to the accounts branch of EDCs against passing of bills by concerned Superintending Engineer/EDCs.

#### **14.4. For the materials delivered within contractual delivery period :**

**100%** of the All-inclusive price (including GST) of the materials of each consignment will be paid **within a reasonable time** from the date of receipt of materials at site and bills with required documents for passing the bills by the Superintending Engineer/ EDCs concerned, based on the copy of the SRB received from the respective consignee EDC Stores after deducting recoveries, if any. The invoice in duplicate shall be sent to the office of the Superintending Engineer / EDCs concerned, for passing the bills.

For the delay in payment TNPDCCL will not pay any interest on any account.

#### **14.5. For the materials delivered beyond the contractual delivery period if accepted by the purchaser :**

**100%** payment of the all-inclusive price (including GST) of the materials of each consignment will be paid **within a reasonable time** from the date of receipt of materials at site and bills with required documents for passing the bills by the Superintending Engineer/ EDCs concerned, based on the copy of the SRB received from the respective consignee EDC Stores after deducting L.D. and other recoveries, if any. The invoice in duplicate shall be sent to the office of the Superintending Engineer / EDCs concerned, for passing the bills.

For the delay in payment TNPDCCL will not pay any interest on any account.

**14.6. In case of delay in supply for tenders with Firm price.**\_the materials will be accepted subject to the following conditions

(a) There should be no declining trend in prices.

(b) If there is any declination, 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) TNPDCCL reserves the right to accept or reject the delayed supplies without assigning any reason there for and take action as per the other terms and conditions of this specification.

14.7. 100% payments will be made only on receipt of the supplier's bills in duplicate and passing of bills by the Superintending Engineer / EDCs concerned after **approval / acceptance of the following:**

14.8 **Acceptance / Approval of PO issuing Authority** (Chief Engineer /Distribution/Villupuram)

(a) Security Deposit for 5% value of the order.

(b) GST Registration Certificate.

(c) Undertaking towards jurisdiction for legal proceedings

(d) Guarantee Certificate for the ordered quantity

(e) *Undertaking towards Input tax credit benefit passed on to TNPDCCL and Chartered Account Certificate for the above declaration.*

(f) *Undertaking to pay penalty in the event of non fulfillment or Non observance of any conditions stipulated in Specification as per schedule J.*

14.9. **Acceptance of Bill Passing Authority: ( SE / EDCs)**

(a) Invoices/Bills

(b) e-way bill as per GST norms for the transport of material.

15. The supplier should despatch only after getting despatch instructions/Purchase order from the Chief Engineer /Distribution/Villupuram. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches.

**16.0. SECURITY DEPOSIT :-**

The successful tenderer will have to pay the Security Deposit as detailed below:

16.1. The successful tenderer/ Supplier will have to furnish 5% of the Purchase order value ( All inclusive price) as Security Deposit in the form of Electronic Mode of Payment or DD / Banker's Cheque / Irrevocable Bank guarantee **within 30 days** from the date of receipt of Purchase order. If the successful tenderer / supplier fails to remit the amount / furnish the Security Deposit within the above stipulated time, the EMD paid by the tenderer / supplier shall be

forfeited and Purchase Order will be canceled without any further reference and award may be made to the L2 tenderer.

Irrevocable Bank Guarantee will be accepted towards payment of Security deposit for the value of purchase order exceeding Rs.10 Lakhs. The above BG should be a single irrevocable Bank Guarantee of **5% of the purchase order value and valid for a continuous period of 36 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 Guarantee should be extended suitably.

16.2. The Security Deposit will not carry any interest.

16.3. The Security Deposit will be returned /refunded to the supplier after the expiry of the 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 law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.

16.4. If the performance period of the supplied material over and some quantity of within guarantee period defective materials 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 by TNPDCCL (purchaser).

16.5. In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TNPDCCL within the date of expiry of the existing Bank Guarantee. In case of failure to submit such extended Bank Guarantee within the due date (expiry date), TNPDCCL shall invoke the Bank Guarantee by addressing the Bank directly.

16.6 It is the responsibility of the successful tenderer to extend the BG towards SD suitability till the completion of Guarantee period.

16.7 In case of any break in the validity of the Bank Guarantee submitted towards SD , TNPDCCL will invoke the BG on the last working day of its expiry of its validity and such proceeds shall be remitted to the TNPDCCL's collection account.

**17.0 DELIVERY**

17.1 The delivery period for delivering the materials at our Stores, shall be clearly stated in the tender.

17.2. The delivery schedule is as follows:

**Bulk supply: Within 30 days** from the date of receipt of Purchase order

The delivery schedule is given as follows.

Sl.No	Due date	CUD in MT	VPM in MT	TOTAL in MT
1	0 to 30 days from date receipt of PO	15	20	35

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

17.4 The above delivery shall be guaranteed by you under liquidated damages clause governed by this specification.

17.5 The date of actual receipt of materials will be reckoned as the date of delivery for the liquidated damage purpose. The date of receipt of last component of the main equipment will be reckoned as the date of delivery for the purpose of calculation of liquidated damage for delay in delivery, when the main equipment and accessories are delivered in piece meal.

17.6 If any other delivery period is indicated by the tenderer in their offer, their offer is liable for rejection.

17.7 The TNPDCCL is at liberty to alter the delivery rate to suit its need as and when necessity arises, during the pendency of the contract.

## **18. GUARANTEE:**

The materials shall be guaranteed for satisfactory operation and good workmanship at least for a period of **36 months** from the date of receipt of last consignment of materials at site in good condition. Any defect noticed during this period shall be rectified by the supplier free of charge to the TNPDCCL.

Any defects noticed during this period shall be rectified free of cost to the TNPDCCL within **30 Days (Thirty Days)** from the date of intimation of defect/ failure. Irrespective of number of failures and repairs, the suppliers are responsible for replacement of defective materials till the completion of guarantee period.

A written guarantee guaranteeing the TNPDCCL against defects in the materials supplied, either in materials or workmanship, should be furnished preferably along with the initial bill payment. The guarantee shall be operative for a period of **36 months** from the date of last consignment of materials at site in good condition.

Any defects or failure occurring within the guarantee period shall be replaced free of cost within **30 Days (Thirty Days)** on receipt of intimation from the purchaser on such defects or failures. If they are not 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. Any expenditure incurred in the transportation of material for rectification or replacement will be to the suppliers account.

The tenderers who quote from outside Tamil Nadu may indicate whether any service centers are available inside Tamil Nadu, so as to rectify/ repair the materials that are defective/failed within guarantee period without delay.

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

The tenderers shall guarantee among the other following things :

1. Quality and Strength of materials used.
2. Safe electrical and mechanical stresses on all parts of the equipments/ materials under all specified conditions.
3. Performance figures given by the tenderers in the Schedule of Guaranteed technical particulars and technical requirements of the tender.

#### **19.0 LOSS OR DAMAGE:**

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

19.2. If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account or require the supplier to replace the defective goods, free of cost.

19.3. Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.

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

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

#### **20.0. LIQUIDATED DAMAGES:**

20.1 The delivery as specified should be guaranteed by the supplier under the Liquidated Damages Clauses given below:

20.2 If the supplier fails to deliver the materials within the time specified in the P.O or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of half a percent (0.5%) of the All-inclusive price of the undelivered Materials for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the All-inclusive price of the materials so delayed.

The actual date of delivery of materials with all its accessories at destination stores will be reckoned as date of delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply.

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

Liquidated damages will also be levied for quantity not supplied as is done for the delayed supplies.

20.3 If supplies to be rendered against the P.O. are made by the supplier beyond the period of delivery stipulated in the order and if they are accepted by the TNPDCCL, such acceptance is without prejudice to the TNPDCCL's rights to levy liquidated damages for the delay in supply.

20.4 The TNPDCCL will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the P.O., notwithstanding its rights to claim liquidated damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.

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

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

20.7 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.

20.8 The defaulting contractors will be liable to pay to the TNPDCCL in addition to

Liquidated Damages for delay, the actual difference in price wherever TNPDCCL orders the delayed quantity to be supplied by other agencies at a higher cost.

20.9 Wherever the supplier does not commence supply as agreed to ,EMD/SD paid by him should be forfeited in terms of the PO contract and his name black listed after due notice .His bad performance should be recorded for reference in future ordering.

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

## 21.FORCE MAJEURE:

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 flood, drought, earthquakes and epidemics.
- c. Act of any Govt. Authority domestic or foreign such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restriction.
- d. Accidents and disruptions such as fire, explosion, increase in power cut with respect of date of tender opening, breakdown of essential machinery or equipments etc.
- e. Strikes, Slow down, and lockouts.
- f. Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier produce the documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply. All the provisions of this clause shall apply whether the disruption cause is total or partial in its effect upon the ability of the supplier to perform.

Note: The cause of force majeure condition will be taken into consideration only if the

Supplier within 15 days from the occurrence of such delay notifies. The purchaser shall verify the facts and grant such extension as the facts justified, for extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and the decision of the purchaser shall be binding on the firm 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 board may at its option terminate the contract by a notice in writing.

The power cut shall be 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.

## **22. REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS:**

22.1. Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced at free of cost within two months from the date of receipt of the intimation from the purchaser of such defects or damages.

If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages from the date of receipt of intimation of the defect or damages.

22.2. 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 TNPDCCL.

22.3 Notwithstanding any other remedies available, the purchaser shall be entitled to dispose off the defective/damaged materials in 'as is where is condition' without further notice, if the contractor/supplier fails to rectify the defect and /or replace the damaged materials and /or fails to remove the defective/damaged materials within such period as may be notified by the purchaser through notice and the sale proceeds of such disposal shall be appropriate towards the dues to the TNPDCCL such as liquidated damages, ground rent etc. as may be determined by the purchaser.

### **23.0 FAILURE TO EXECUTE THE CONTRACT:**

Suppliers failing to execute the order placed on them to the satisfaction of the TNPDCCL under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TNPDCCL, 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 other right under the terms of contract.*

### **24.0 NON-ASSIGNMENT:**

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

### **25.0.EFFECTING OF RECOVERIES:**

Any loss, arising incident to non-fulfillment of this contract or any other contract, will be recovered from the Security Deposit held or any other amount due to the supplier from the TNPDCCL.

### **26.0 GST REGISTRATION CERTIFICATE:**

The tenderer should upload the copy of GST registration certificate in their offer.

### **27.0 INCOME TAX (PAN) & GSTIN NUMBER**

Tenderers shall furnish their Permanent Account Number (PAN) and Tax Identification Number (TIN) in their offer or other relevant documents without fail.

### **28.0 PATENT RIGHTS ETC.:**

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

### **29.0.ARBITRATION:**

The Board 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 Act 1940 in the event of any dispute between the parties.

### **30.0 RESPONSIBILITY**

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

All risk connected with the supply of these materials should be borne by the supplier.

#### **31.0. MAXIMUM WEIGHTS AND DIMENSIONS OF PACKINGS:**

31.1. The supplier is responsible to make sure about the facilities that exist for Road and Rail transport to site, the maximum packages which can be conveyed by the railways and crane lift available at the destination Railway station. The supplier is also responsible for any loss or Damage during transport and storage for 60 days.

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

### **32.INSPECTION:**

32.1 Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address, contact phone /Mobile no, e-mail id etc. to enable inspection by Board if considered necessary.

32.2. The inspection call should be given not less than 20 days in advance with the details of date of readiness and the quantity of materials that will be ready for inspection by TNPDC's officers. 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 TNPDC.

32.3. The quantity offered by the firm shall be manufactured and readily available at the time of inspection by TNPDC officials. If the quantity offered are not available at the time of inspection, the available quantity will be inspected and the balance quantity will be inspected separately after submission of written confirmation by the supplier to the PO placing authority.

32.4. The authorized 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 this specification. The supplier shall provide facilities for the above.

32.5. The supplier shall provide all the documents which is necessary to complete the inspections. TNPDC's representatives shall be allowed to inspect the Supplier's / Contractor's Quality assurance standards, procedures and records.

32.6. The manufacturer shall offer all the reasonable facilities for inspection and testing at suppliers cost to the inspector representing the purchaser for the inspection of the material in accordance with this specification

32.7. The Purchaser's right to inspect, test the materials wherever necessary after arrives at purchaser's store, shall no way limited by the reason for having tested and passed already by the Purchaser's representative prior to materials despatch.

32.8 The tender inviting Authority is empowered to waive inspection during urgent requirement of the material at field.

### **33.0. COMPLETENESS OF TENDER:**

The tender should be complete with all details of illustrative and descriptive literature and drawings. The tenderers shall furnish the complete technical details of the equipment. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The tenderer should include all minor accessories even though not specifically mentioned in this specification but which are essential for the completeness of the materials ordered. The tenderer shall not be eligible for any extra charges in respect of such minor accessories though not included in the tender.

#### **34.0. INTERCHANGEABILITY:**

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

#### **35.0. QUANTITIES:**

The quantities mentioned above are only tentative. The purchaser reserves the right to revise the quantities at the time of placing the order.

#### **36.0. CLIMATIC CONDITIONS:**

The materials are for use in Tamil Nadu and should be satisfactory for operation under tropical conditions in Tamil Nadu.

a) The ambient temperature will be within the range of + 10 Degree Centigrade to + 50 Degree Centigrade.

b) The altitude will be less than 1000 meters.

c) The maximum atmospheric humidity will be in the range of 95%.

d) Average Number of thunder storm days per annum is 65.

e) Average Number of dust storm days per annum is 5.

f) Average Number of rainy days per annum is 65.

g) Average annual rainfall is 100 cm.

h) The climatic conditions are prone to wide variation in ambient condition and equipments offered under this specification shall be suitable for installation at any of the Sub-Stations in Tamil Nadu.

i) All electrical devices shall be given tropical and fungicidal treatment.

Fog, smoke and mild acids are also present in the atmosphere.

#### **37. REJECTION:**

The owner will reject any material/equipment supplied by the contracts if during Test or service any of the following conditions arise:

- i. Materials/Equipments including its components are proved to have been manufactured not in accordance with agreed Spec.
- ii. Materials/Equipments fails on any Test indicated in the Technical Specification

The owner reserves the right to retain the reject equipment and take into service until the bidder replaces at no extra cost to the owner, the defective material by a new material. Alternatively the bidder shall repair or replace the equipment within a reasonable period to the satisfaction of the owner at no extra cost to the owner.

### **38. DEVIATION:**

The offer of the tenders with deviation in Commercial Terms and Technical Terms of the tender doc are liable for rejection. Such deviation if any may be furnished in Schedule-B1 and B2

No alternate offer will be accepted.

### **39. ELECTRICITY RULES :**

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act /Electricity Supply Act and the Indian Electricity Rules there-under unless modified by this specification.

### **40. MATERIALS AND WORKMANSHIP:**

40.1. All materials, equipments and spare parts thereof shall be new, unused and originally coming from manufacturer's plant to the destination stores. Those including used, rebuilt or overhauled materials/equipments will not be accepted.

40.2. All the materials shall be of best class and capable of satisfactory operation in the tropics with humid atmospheric condition. Unless otherwise specified, they shall conform to the requirements of appropriate Indian Standards. Where these are not available, IEC and American/British Standards shall be followed.

40.3 The equipments should be designed to facilitate inspection and repair and to ensure satisfactory operation under atmospheric conditions prevailing at site and under sudden variations of load and voltages as may be met with under working conditions in the system including those due to faulty synchronizing and short circuits within the rating of the apparatus.

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

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

### **41. TEST CERTIFICATES**

The test certificates in triplicate for the materials furnishing the results of the tests as per latest issue of IS/IEC shall be forwarded and got approved before the materials are despatched. In addition to the tests called for in the specification, the purchaser reserves the right of having

such tests as he desires carried out at his own expenses to satisfy himself that the materials conform to the requirement of this specification. The materials may be rejected if the test results are not satisfactory.

#### **42 TEST AT SITE: (*Random Sample test*)**

If required random samples of materials supplied will be tested (both, Routine & Type Tests) 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.

#### **43. RECOVERIES OF DUES:**

The Corporation is empowered:

- a) To recover any dues against this contract in any bills/Security Deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with Corporation/ TANTRANSCO/ TNEB/ TNPDC.
- b) To recover any dues against any other contract of the suppliers with Corporation/ TANTRANSCO/TNEB/ TNPDC , with the available amount due to the suppliers against this contract.

#### **44. PAST PERFORMANCE:**

The intending tenderers shall furnish the details of various supply orders / work contracts executed by them for the past ten years as on the date of Tendering in the proforma enclosed in the Tender Specification as per Schedule "C" and also the proof for having manufactured the tendered item and for their satisfactory performance. 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 Tenderers in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

#### **45.RAW MATERIALS:**

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

#### **46. JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT):**

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, Chennai, District Court at Villupuram or

at the sub Court at Villupuram Or District Municif court at Villupuram. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action might arise within the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful tenderer shall furnish an undertaking in a non/Judicial stamp paper of Rs.500/- agreeing to the above condition as per schedule - E.

## **SECTION-VI**

### **TECHNICAL SPECIFICATION FOR GI SOLID WIRE 6 SWG**

#### **1.0 Solid Wire Size with description for 6 SWG**

Galvanised iron solid wire heavily zinc coated conforming to IS 4826 and IS 280 (as amended upto date) in all respects.

#### **2.0 Applicable Standards:**

Unless otherwise stipulated in this PO the contractor shall comply with the IS 4826 & IS 280 or the latest version thereof.

#### **3.0 Properties of Solid Wire:**

The properties of the solid wire used conform to the relevant IS in all respects. It should have a minimum tensile strength of 55 to 95 kgf/sqmm.

#### **4.0 Free from defects:**

The solid wire shall be smooth and free from all imperfection such as split etc.

#### **5.0 Joints in solid wire:**

There shall be no joint in any of ordered solid wire.

#### **6.0 Solid wire:**

The steel wires used in the construction of the ureded solid wire shall satisfy all the requirements of this standard specified herein

#### **7.0 TESTS**

When desired by the purchaser random samples will be taken and it will be subjected to all relevant tests as per IS 4826&IS 280.However the wires used shall comply with the following tests as per IS 4826 and IS 280 of latest issue.

i) Breaking load test

ii)Elongation test

### **8.0 PACKING:**

The GI wire shall be securely packed in bare coils suitably bound and fastened compactly AND dispatched carefully to withstand rough handling and to prevent any damage to the galvanizing the transport by Rail,Roads etc., and subsequent storage duly conforming to relevant packing standards.No extra charges will be paid on this account.Each coil should be legibly marked with the following information:

**(b)**Name of the supplier

**(c)** Wire quantity

**(d)**Wire diameter

**(e)** Weight of coil

**(f)** Date of supply

### **9.0 MARKING:**

Each coil of wire should be marked legibly with the finish, size of wire ,lot No. and trade mark or the name of the manufacturer& PO No. and date.

### **10.0 Test certificate:**

The material should conform to IS 4826 and is IS 280 as amended up to date and tensile strength of 55 to 95kg/Sq mm (with elongation as per Grade III)

A test certificate duly indicating the test values shall be submitted to **Chief Engineer/ Distribution/Villupuram Region/Villupuram.**

### **10.0 SAMPLES :-**

10.1. The bidder should furnish the sample of tendered item as per specification along with their bid for evaluation.

10.2. The sample shall comply with the technical specification and drawing in all respect.

10.3. In case sample is found not conforming to the requirements the offer will be rejected.

10.4 The sample may be arranged to be delivered on free of cost, and without any obligation on the part of the TANGEDCO for safe custody under intimation to the "Office of The Chief Engineer/Distribution/Villupuram" before the due date & time of bid submission specified in the tender.

i.e in the following address :-

" Office of the Chief Engineer/Distribution/Villupuram

No. 10, Old power house Road,

TNPDCL erstwhile TANGEDCO,

Villupuram -605 602."

A label with following details shall be tagged on the sample sent.

1. TNPDCL Specification Number.

2. Name or trade mark of the manufacturer.

3. Name of the tenderer with full address.

4. The Sample will not be accepted after the due date and time of submission.

The tenders received without samples will be summarily rejected.

### SCHEDULE A-PRICE SCHEDULE

<b>Tender inviting authority: CHIEF ENGINEER/DISTRIBUTION/VILLUPURAM</b>											
<b>Name of the work:</b> Supply of GI Solid wire 6SWG to Villupuram Region											
<b>Contract No:</b> CE/D/VPM/OTE NO.01/26-27											
<b>Name of the bidder/Bidding firm/company:</b>											
<b>Price Schedule</b>											
<b>(DOMESTIC TENDERS- RATES ARE GIVEN IN RUPEES (INR) ONLY)</b>											
S I N O	Description	Quantity	Units	Basic rate per unit in Rs.	Freight and Insurance per unit in Rs.	Packing and forwarding charge per unit in Rs.	GST in %	GST in Rs.	All inclusive rate per unit	Total value without Tax	Total value with tax in Rs.
<b>1</b>	Supply of GI solid wire No. 6 SWG of heavily zinc coated conforming to IS 280 & IS 4826 of latest issue	35000	kgs	<b>To be quoted online</b>							
Total in figures				<b>To be quoted online</b>				<b>0.00</b>	<b>0.00</b>		
Quoted rate in words				<b>INR Zero Only</b>							

COMPANY SEAL:

SIGNATURE :  
DESIGNATION:  
COMPANY:  
DATE:

**SCHEDULE - B1**  
**DEVIATION FROM TECHNICAL SPECIFICATION**

All Technical Deviations from the Specification shall be filled in by the Tenderer, Clauses by clause, in the Schedule

SECTION NO.	CLAUSE NO.	DEVIATION

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

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

**SCHEDULE – B2**  
**DEVIATION FROM COMMERCIAL SPECIFICATION**

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

SECTION NO.	CLAUSE NO.	DEVIATION

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

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

**SCHEDULE - C '**

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

Name of tenderer :

Date of Tender :

Sl no	Name and address of the purchase/ party on whom supply order/ works contract placed/ under execution	Name of the Material	Details of supply orders			Scheduled date of completion of the supply	Actual dates of Comple- tion
			Purchase Order No & Date	Quantity ordered	Value of the orders		
1	2	3	4	5	6	7	8

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE

**TNPDCL LIMITED**

**TNPDCL LIMITED**

To

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

CHIEF ENGINEER  
DISTRIBUTION  
VILLUPURAM.

Dear Sirs,

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

2) We hereby guarantee the particulars entered in the schedule attached to the Specification.

3) In accordance with security deposit clause, of the Specification we agree to furnish security to the extent of 5% of the total value of the contract.

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

Yours faithfully,

PLACE :

DATE :

COMPANY SEAL :

SIGNATURE :

DESIGNATION :

COMPANY :

**SCHEDULE- E**

**UNDERTAKING TOWARD JURISDICTION FOR LEGAL PROCEEDINGS:-**

This undertaking executed at ..... on this ..... (Date).....(Month) two thousand and twenty one by M/s. .... Registered under Companies Act, 1956 having its registered office at .....hereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and assigns) with the Tamil Nadu Generation and Distribution Corporation Limited a statutory authority , a body corporate constituted as per provision of G.O.MS.No.100, dt.9.10.2010, having its registered Office at No.144 Anna Salai, NPKRR Maaligai, Chennai – 600002 herein after called the purchaser (Which expression shall where the context so admits means and includes its successors in Office and assigns.)

**WHEREAS** the contract is for the supply of ..... of terms of the Purchase Order No..... dated .....

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

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

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

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

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

WITNESS :  
1.  
2.

**SCHEDULE – F**  
**QUESTIONNAIRE FORM**

INSTRUCTIONS:

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

<b>Sl. No.</b>	<b>PARTICULARS</b>	<b>Bidder's Response</b>
1.	Name & Address of the Firm / Company a)Registered Office	
	b) Factory / works Address	
	c) Fax No.	
	d) E-mail id	
	e) GSTIN No.	
	f) PAN No.	
2.	Name, Designation & Address of the person signing the tender	
3.	<b>EARNEST MONEY DEPOSIT</b>	
	a) Whether EMD paid through Online mode to the Common pool account created by the Finance Department, Government of Tamil Nadu. If Yes, Whether scanned copy of the E-receipt uploaded	YES/NO YES/NO
	b) If exempted (only for Tamil Nadu state), i) State whether the bidder is Udyam Registration/PEMD holder	YES/NO
	ii) Whether Reference of documentary evidence with necessary attestation towards exemption uploaded	YES / NO
	iii) State the Validity Period of the Registration	YES / NO
	iv) Whether Undertaking in a non-judicial Stamp paper for a value of Rs.500/- in lieu of EMD exemption uploaded	YES / NO
	v) Whether copies of Annual turnover and investment in plant & machinery to ensure the Status of Micro / Small Enterprises for extending exemption is uploaded	YES / NO
	vi) UDIN certificate is enclosed	YES/NO

<b>4.</b>	<b>BID QUALIFYING REQUIREMENTS</b>	
	i) whether proof for manufacturer of GI Solidwire 6 SWG uploaded	YES / NO
	ii) whether copies of relevant previous purchase orders uploaded	YES / NO
	iii) whether relevant Performance certificate uploaded	YES / NO
	iv) whether copies of evidences for Annual turnover uploaded	YES / NO
<b>5.</b>	<b>VALIDITY</b>	
	Whether your offer is valid for a period of 90 days from the date of opening of commercial/technical bids	YES / NO
<b>6.</b>	<b>PRICE</b>	
	i) Whether the price quoted is <b>FIRM</b>	YES / NO
	ii) Whether the following break ups for the quoted Unit Price have been mentioned in Schedule-A of the Specification	
	Basic Price per Unit	YES / NO
	Packing & Forwarding Charges on basic price	YES / NO
	Freight & Insurance Charges on basic price	YES / NO
	<b>GST in percentage</b>	
	<b>HSN Code No.</b>	<b>HSN Code:</b>
	Note: The above break-up details should be furnished clearly without any ambiguity failing which the offer is liable for rejection	
<b>7.</b>	In case if the Enterprise is owned by persons belonging to the Scheduled Castes or Scheduled Tribes and want to avail the purchase preference, then whether UDYAM Registration Certificate or any other valid registration certificate/proof as notified by the Government of India indicating the Enterprises owned by persons belonging to Scheduled Castes or Scheduled Tribes in respect of the items manufactured by them has been uploaded. Annexure 2,3,4 uploaded (if applicable)	YES / NO
<b>8.</b>	<b>PAN, GSTIN,</b>	
	i) whether proof of PAN number uploaded	YES / NO
	ii) whether proof of GSTIN number uploaded	YES / NO
	iii) whether declaration pursuant to Section 206 AB uploaded.	YES/NO
<b>9.</b>	<b>TECHNICAL SPECIFICATION</b>	
	Whether the materials offered are exactly as per technical specification (Section –VI) Deviation or Nil deviation should be mentioned in Schedule	YES / NO

	"B1	YES / NO
10.	<b>COMMERCIAL TERMS</b>	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED OF TENDER SPECIFICATION	
	a) Payment terms (clause 14 )	YES / NO
	b) Delivery Period (clause 17 )	YES / NO
	c)Liquidated Damages (Clause 20 )	YES / NO
	d) Test Certificate (clause 41 ) if applicable	YES / NO
	e) Guarantee (clause 18 )	YES / NO
	f) Security Deposit (clause 16 )	YES / NO
	g) Jurisdiction for legal proceedings (clause 46 ) (whether Necessary Undertaking uploaded)	YES / NO
	Deviation or Nil deviation should be mentioned in Schedule "B2"	YES / NO
11.	<b>TENDER ACCEPTANCE LETTER</b>	
	Whether Tender acceptance letter as per Schedule-K signed with company Seal on letter head and uploaded in the technical Bid	YES / NO
12.	<b>UNDERTAKING FOR PAYMENT OF DUES TO TANGEDCO</b>	
	Whether Undertaking for payment of dues to TANGEDCO in <u>Non-Judicial Rs. 500/- Stamp Paper</u> as per Schedule J uploaded	YES/NO
13	Declaration FORM as per Schedule - D	YES/NO

**SIGNATURE OF THE TENDERER:**

**DATE:**  
**PLACE:**

**NAME:**

**STATUS IN THE COMPANY**  
**(Affix seal of the company)**

**UNDERTAKING**

I, \_\_\_\_\_, Sole proprietor of M/s. \_\_\_\_\_, hereby state that the details given in the above questionnaire form are correct to the best of my knowledge and I agree to abide by all your tender terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:  
PLACE:

NAME:

STATUS IN THE COMPANY  
(Affix seal of the company)

**SCHEDULE G**

**UNDERTAKING IN LIEU OF PAYMENT OF E.M.D**

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

THIS UNDERTAKING executed at..... on this the .....day of ..... two thousand and ..... by M/s. .... herein after called the "Tenderer" to and in favour of the Tamil Nadu Generation & Corporation Limited , a body corporate constituted under the Electricity (Supply) Act 1948 having its office at NPKRR Maaligai, Electricity Avenue, 800, Anna Salai, Chennai - 600 002, represented by Chief Engineer / Distribution / VILLUPURAM Region (hereinafter called the Board)

WHEREAS the contract is for the supply / erection / construction etc. in terms of the Tender Specification No. ....

AND WHEREAS in accordance with clause ..... of the above said tender specification, the tenderer has to furnish E.M.D of Rs. .... (Rupees..... only).

AND WHEREAS the tenderer has requested the Board to accept an undertaking in lieu of payment incash of the E.M.D AND WHEREAS the Board has accepted the request of the tenderer subject to his executing anundertaking to pay to the Board not exceeding Rs. ....(Rupees.....only) representing the Earnest Money Deposit together with costs in case of non-fulfilment of the conditions stipulated in the Tender specification

IN CONSIDERATION OF THE Board having agreed to accept an undertaking from the tenderer in lieu of payment of Earnest Money Deposit in cash, the tenderer undertakes to pay the sum of Rs. .... (Rupees.....only), immediately when a demand is raised by the Board against the tenderer without any demur in the event of the following:

- i) if he withdraws his tender before expiry of validity period
- ii) if he withdraws his tender after acceptance
- iii) if he violates any of the conditions of the Tender specification No.

NOW THIS UNDERTAKING WITNESSES that in persuance of the said agreement the TENDERER hereby doth convent with the BOARD that in consideration of the BOARD waiving the condition of payment of EMD in cash in terms of the said specification, the TENDERER has hereby undertakes to pay to the BOARD forthwith Rs..... (Rupees.....

.....only) in the event of

- i) Withdrawing his tender before the expiry of the validity period.

ii) Withdrawing his tender after acceptance.

iii) Violating any of the condition of the tender issued by the competent authority

Now the condition of the above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the condition specified as above, then the above written undertaking shall be void, otherwise it shall remain in full force.

The tenderer undertakes not to revoke this undertaking till the contract is complete under the terms of contract.

The expressions TENDERER and the BOARD herein before used shall include their respective successors and assign in office.

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

In the presence of Witnesses: SIGNATURE

1.

2.

**SCHEDULE-H**

**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 2024-25 and 2025-26 (FY 2023-24 and FY 2024-25) and we shall file the ROI for Assessment Year 2026-27 (Financial Year 2025-26) within the due date as per the provisions of the said Act.

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

S. No.	Assessment Year	Acknowledgement No	Date of Filing
1	2024-25		
2	2025-26		

Place:

Date:

(Authorized  
Signatory)  
Signature  
& Seal

**SCHEDULE – I**

**UNDERTAKING TOWARDS INPUT TAX CREDIT BENEFIT**

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

To

The Chief Engineer /Distribution,Villupuram  
Tamil Nadu Power Distribution Corporation Ltd.,  
No:10 Old Power House Road,  
Villupuram,  
Tamil Nadu-605 602.

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 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 TNPDCCL 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 TNPDCCL failing which TNPDCCL may take appropriate  
action.

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

WITNESS :

- 1.
- 2.

**Note: Bidder may strike out the para which not applicable**

**SCHDEULE –J**

**UNDERTAKING TO PAY PENALTY IN THE EVENT OF NON FULLFILMENT OR NON  
OBSERVANCE OF ANY CONDITIONS STIPULATED IN THE CONTRACT**

**(to be furnished in Non Judicial stamp paper of value not less than Rs.500/- duly filed  
and authenticated)**

**To  
The Chief Engineer,  
Distribution/Villupuram  
TNPDC.  
Villupuram**

We hereby declare and confirm that we would pay penalty an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TNPDC whichever is less in the event of non-fulfilment or non observance of any of the conditions stipulated in the contract in addition to the liquidated damages for delay failing which TNPDC may take appropriate action.

SIGNATURE

COMPANY SEAL: NAME:

DESIGNATION: COMPANY: DATE:

WITNESS:

- 1.
- 2.

**SCHEDULE –K**  
**DECLARATION FORM**

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

(To be given on Company Letter Head) Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

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

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site (s) namely: -----  
----- as per your advertisement, given in the above mentioned website (s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure (s), schedule(s), etc.,) which form part of the contract agreement and I /We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum (s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder,  
with official Seal)

## **ANNEXURE- 1**

### **Guidelines for releasing GST portion to suppliers / Contractors:**

As per GST guidelines TNPDC / TANTRANSCO has to ensure the remittance of GST to Govt. made without omissions by the supplier / contractors, since GSTR 2A is getting updated regularly.

Hence the following guidelines were issued to the Supplier / Contractor:

1. The Tax invoices shall have the details of rates, quantity and admissible rate of GST.
  2. The suppliers shall pay the GST and file the returns under GST promptly to avoid delay in processing / payment of invoices could be avoided/ minimized. If the supplier paid the GST, their invoices would be exhibited in the GSTR-2A and the same will be taken as GST compliance of Supplier/contractor.
  3. The running bills will be passed after verification of the GST paid in the previous month. In case of high value bills (say 10 lakh or above) the GSTR-2A will be verified before passing the bills.
  4. In case of one and only bill against the PO/W.C, the bill will be passed after verification of GSTR-2A only.
  5. The updated GSTR-2A available in the portal will be utilized in lieu of documentary proof for any GRT claim.
  6. Instead of insisting for the hard copy of any document proof such as returns filed, Challons remitted, CA certificate, GSTR-3B the GSTR-2A will be verified for admitting invoices.
- The Tax supplier who has availed the scheme of quarterly filing of returns (i.e when turnover is upto 150 Lakhs) the following mechanism will be adopted for passing the bills.
- i. If it is only one bill, the GST payment of the supplier's bill will be verified during PO closure.
  - ii. If there are multiple bills, then
    - (a) Bills related to first 3 months i.e Initial quarter will be admitted inclusive of GST without verifying with GSTR-2A reports.
    - (b) Bills for the subsequent quarter will be passed if GST payment of bills raised on TNPDC in the earlier processed quarter has been updated and exhibited in GSTR-2A.

If discrepancies arises between the value shown in the GSTR-2A and the invoices available, the liability towards GST may be restricted to the lower of the above two.

\*\*\*\*

**ANNEXURE-2**

**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 (ie M/s ) specified in Udyam registration certificate vide Udyam Regn No. dated uploaded with the bid remains unchanged till date.

Signatory of the Proprietor

(With name & seal)

Date:

Place:

**ANNEXURE-3**

**CERTIFICATE TO BE FURNISHED BY CHARTED 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 parterns 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 Regn No. remains unchanged till date.

Signatory of the Chartered Accountant  
(With name, membership no.& seal)

Date:

Place:

**ANNEXURE-4**

**CERTIFICATE TO BE FURNISHED BY PRACTISING COMPANY SECRETARY**

(In case of bidder been company with more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Caste 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 shareholding and the control of the company, as defined in section 2 (27) of the companies Act,2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes. This is duly confirmed for the purpose of submission of bid against the provisions of tender specification No.

Signatory of the Company Secretary  
(With name, membership No. & Seal)

Date:

Place: