

**TAMIL NADU POWER DISTRIBUTION CORPORATION
LIMITED**

**TENDER SPECIFICATION FOR SUPPLY OF
LT MINI PILLAR BOX WITH FUSE CONTROL**

THROUGH E-TENDER

SPECIFICATION NO M.238/2026-27

**OFFICE OF THE CHIEF ENGINEER
MATERIALS MANAGEMENT
TNEB AVENUE /NPKRR MAALIGAI
4th FLOOR WESTERN WING
144, ANNA SALAI
CHENNAI-600 002
TAMIL NADU.**

E Mail: cemm@tnebnet.org

**Website for online bid 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, prepare their bids in accordance with the requirements and submitting their bids online on the TAMILNADU GOVERNMENT E PROCUREMENT Portal. More useful information for submitting online bids on the TAMILNADU E GOVERNMENT PROCUREMENT Portal may be obtained at :[**https://tntenders.gov.in**](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**](https://tntenders.gov.in))

- 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.

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:

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) 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.
- c) 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.
- d) 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.

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 payments for EMD/e-BG will be carried out by the Bidders only online payment mode through e-Tender Portal (www.tntenders.gov.in)

Note: As the internet banking process (NEFT/RTGS) may take some time for confirming the receipt of EMD/e-BG, bidders may plan in such a way to pay the EMD accordingly to avoid any delay in bank confirmation. After getting success status of EMD payment only, the bidder can submit the bid.
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- ii. If submitting EMD as PEMD/Udyam(SSSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.
 - iii. The bidder shall submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process. If there is any delay, due to other issues, bidder only is responsible.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
After confirming the EMD paid amount/Exemption uploaded, then only the system will allow to submit the technical and financial bids.
- 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) One hard copy of the electronically submitted bid documents excepting the price schedule shall have to be submitted upon intimation by TNPDCCL after opening of the e-tender.

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 the supply of LT Mini Pillar Box with Fuse Control through e-tender portal of NIC.

1)	Tender Specification No.	M.238/2026-27
2)	Name of the work	E-tender for Supply of LT Mini Pillar box with Fuse Control
3)	Tendered Quantity	7,500 Nos.
4)	Method of Tender	e-Tender Two Part open tender System (Part I - Techno – Commercial and Part II - Price bid) through https://tntendersgov.in
5)	Mode of Payment of Earnest Money Deposit (EMD)	
	(a) Earnest Money Deposit (EMD)	I) Rs.6.75 lakhs (Rupees Six Lakhs and Seventy Five Thousand only) to be paid online payment gate way through e-Tender Portal (https://tntenders.gov.in) (or) II) electronic Bank Guarantee (e-BG) in lieu of EMD for Rs. 6.75 lakhs (Rupees Six Lakhs and Seventy Five Thousand only) through e-Tender Portal (https://tntenders.gov.in) with a validity of One year as on the date of tender opening. The format is enclosed as Annexure-VII.
	(b) Permanent EMD	PEMD holders of Rs.20 lakhs and above at TNPDC (erstwhile TANGEDCO) Head Quarters are eligible to participate in the tender.
	(b) SSI Units	SSI Units located inside the state of Tamil Nadu are eligible for exemption of EMD against submission of documents as detailed in Section-I
6)	URL for online bid submission for e-tender.	https://tntenders.gov.in or https://tntenders.gov.in/nicqep/app
7)	Last date and time for submission of EMD	02-09-2026 @ 14:00 Hrs. (EMD payment made by the bidders only through online payment gateway mode)
8)	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	02-09-2026 @ 14:00Hrs

9)	Date & time of opening of tender electronically	03-09-2026 @ 15:00 Hrs.
10)	E-tender documents (Specification) will be available at	TNPDCL (TANGEDCO) web site www.tangedco.gov.in & https://tntenders.gov.in The prospective bidders may download the same.
11)	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 G), Annexures and other documents whichever is applicable.
12)	Tenderers during e-submission Clarification to be sought for from	Chief Engineer/Materials Management, 4 th Floor/ Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600002 Email: cemm@tnebnet.org
13)	Place at which tenders will be opened	The Superintending Engineer, Materials Management- III 4 th Floor/Eastern Wing/NPKRR Maaligai, 144, Anna Salai, Chennai 600002.
14)	Samples	Sample should be submitted before the due date & time for submission of bids to the Central Stores of Chennai South-II EDC at the address mentioned in the sample clause under Section-VI (Tech. Spec.) of the tender specification. Samples received after the due date & time for Submission of bids will not be accepted and offers without Sample will be summarily rejected.

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

SPECIFICATION NO.M.238/2026-27
E-TENDER FOR SUPPLY OF LT MINI PILLAR BOX WITH FUSE CONTROL

Sl. No.	SECTION	DESCRIPTION
1	SECTION – I	EARNEST MONEY DEPOSIT
2	SECTION – II	BID QUALIFICATION REQUIREMENTS
3	SECTION – III	REJECTION OF TENDERS
4	SECTION – IV	INSTRUCTION TO TENDERERS
5	SECTION – V	COMMERCIAL
6	SECTION – VI	TECHNICAL
7	SECTION - VII	SCHEDULE (A to G)
8	SECTION - VIII	ANNEXURES (I to IX)

SECTION – I
EARNEST MONEY DEPOSIT

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

1.1 Earnest Money Deposit:Rs.6.75 lakhs (Rupees Six Lakhs and Seventy Five Thousand only) to be paid through online payment Gateway mode/ electronic Bank Guarantee (e-BG).

2.0. Mode of Payment:

a) i) The EMD payment should be made by the Bidders only through the e-Tender portal by online payment. (www.tntenders.gov.in)

ii) The Earnest Money Deposit payment to be made only single payment.

iii) The Earnest Money Deposit should be the exact amount and no excess or less amount should be transferred through online payment mode. If excess or short, the tender status will be shown as invalid

b) The electronic Bank Guarantee (e-BG) **in lieu of EMD for the specified amount** with a validity for a period of one year, through e-Tender Portal (www.tntenders.gov.in) with a validity of **One year** as on the date of tender opening. The format is enclosed as Annexure-VII. The scanned copy of the e-BG shall be uploaded in the EMD document.

2.1 If submitting Earnest Money Deposit as PEMD/Udyam(SSSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". Then upload the EMD exemption documents only in "pdf" files.

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

3.0 PEMD holders of Rs.20 Lakhs and above with TANGEDCO Head Quarters, are eligible to participate in this tender.

Firms who have PEMD in TANGEDCO less than that specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. If the tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller / Purchase and upload copy of the same along with the tender. PEMD of TANTRANSCO will not be considered for TNPDC (Erstwhile TANGEDCO) tenders.

3.1 Scanned copy of proof of PEMD/exempted from payment of EMD with an undertaking in lieu of EMD shall be uploaded along with the tender.

4.0 The EMD will not carry any interest.

5.0. **Any other mode of payment of EMD other than online payment/ e-BG/Udyam (SSI) (as mentioned in the specification) will not be accepted and the tenders will be rejected if EMD is not paid in the prescribed manner.**

6.0 EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (EMD):

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

- i) SSI Units located inside the state of Tamil Nadu registered under Udyam portal for the tendered item (with NIC code No.27104 or 27900)
- ii) Departments of the Government of Tamil Nadu.
- iii) Undertakings and Corporations owned by the Government of Tamil Nadu.
- iv) Labour Contract Co-operative Societies of Tamil Nadu
- v) The Tenderers who are having valid Permanent EMD with TANGEDCO.

6.2 Micro/SSI units located **within the state of Tamil Nadu** are exempted from payment of EMD, only against production of **UDYAM** registration and shall upload Udyam Registration Certificate (with NIC code No.27104 or 27900) as proof of eligibility for exemption from payment of EMD.

6.3 **The SSI Units located outside the state of Tamil Nadu are not eligible for exemption from payment of EMD** even though registered in Udyam portal for tendered items.

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

6.5 Those tenderers who are exempted (from payment of EMD either against PEMD or SSI units located within state of Tamil Nadu shall upload a scanned copy of the undertaking in lieu of EMD in the form as per Annexure-I to the effect to pay as penalty an amount equivalent to EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. The State Government, Public Sector Undertakings who are exempted from payment of EMD shall also pay as penalty an amount equivalent to the amount fixed as EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.

- a) In case of tenderers exempted from payment of EMD, the undertaking in lieu of EMD shall be uploaded along with the tender.
- b) Tender will be rejected if the undertaking is not signed /authenticated in all pages of undertaking.
- c) Signature of witnesses should be affixed at the end of undertaking along with details of name and address.

6.6. The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by TNPDCCL against the Tenderer without any demur in the event of the following.

1. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
2. If he revises any of the terms quoted during the validity period.
3. If he violates any of the conditions of the tender specification.

7.0. Government of India, Ministry of MSME Notification :

7.1. Government of India, Ministry of MSME, vide notification No.S.O1364(E) dated 21-03-2025 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. The above notification may be adhered to by the tenderers and TNPDCCL will adopt the guidelines issued therein in evaluation of bids submitted by the tenderers.

7.2. An enterprise 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 2.5 crores rupees and turnover does not exceed 10.0 crores rupees;
- ii) A small enterprise, where the investment in plant and machinery or equipment does not exceed 25 crores rupees and turnover does not exceed 100 crores rupees; and
- iii) A medium enterprise, where the investment in plant and machinery or equipment does not exceed 125 crores rupees and turnover does not exceed 500 crores rupees.

7.3. 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.

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

- 9.0. The MSME units of Micro and Small category within Tamil Nadu shall upload Photocopy of UDYAM Registration certificate for the tendered item, as a proof of eligibility for exemption from payment of EMD.
- 10.0. The firm registered in Udyam Portal **under Medium Scale** is not eligible for exemption of EMD.
- 11.0. The tenderers shall upload the audited, attested copy of Profit and Loss account/ Balance Sheet and Investment value in Plant and Machinery certified by a Chartered accountant along with the proof for exemption from payment of EMD. If the above documents are not furnished along with the proof of exemption of EMD and Undertaking, the tenders will not be evaluated.

12.0 REFUND OF EMD:

- (i) The Earnest Money Deposit will be refunded automatically to the unsuccessful tenderers after intimation of the rejection / non-acceptance of their tender.
 - (ii) The Earnest Money Deposit will be settlement to TNPDCCL account in the case of successful tenderer on receipt of detailed Purchase Order and will not carry any interest.
 - (iii) The Earnest Money Deposit will be refunded to the successful tenderer on application to the Superintending Engineer/ Materials Management-III with pre-stamped receipt, after intimation of their tender through tender portal on receipt of detailed Purchase Order and also after submission of Security cum Performance Guarantee.
- 13.0.** The following documents as applicable shall be uploaded by the bidder during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED:
- i) The scanned copy of e-Bank Guarantee in lieu of EMD.
 - ii) The proof for PEMD with TANGEDCO with an undertaking in lieu of EMD.
 - iii) The proof of exemption of EMD with an undertaking in lieu of EMD with documents in support of investment held in plant and machinery and Annual turnover.

- 13.1 In addition to uploading the EMD documents as above, the e-Bank Guarantee towards EMD as applicable shall be submitted.

14.0. The Earnest Money Deposit (EMD) furnished by the tenderer will be forfeited after e-tender opening if:

- (a) They withdraw the tender or backs out after acceptance.
- (b) They withdraw the tender before the expiry of validity period stipulated in the Specification or fail to remit the Security Deposit cum performance Guarantee.

- (c) They violate any of the provisions of these regulations contained herein.
- (d) They revise any of the terms quoted during the validity period.
- (e) 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 TNPDCLE(erstwhile TANGEDCO)/ TANTRANSCO.
- (f) If the tenderer participating with PEMD backs out, an amount equivalent to EMD of this tender will be forfeited.
- (g) Apart from the above, the TNPDCLE(erstwhile TANGEDCO) has the right to adopt any changes, based on the TNPDCLE's(erstwhile TANGEDCO) Accounts Branch instructions, with regard to extending exemption from paying EMD.

SECTION – II

BID QUALIFICATION REQUIREMENTS (BQR)

The BIDDERS shall become eligible to bid on satisfying the following “BID QUALIFICATION REQUIREMENTS” and on uploading of the required documentary evidences along with the Tender

1. The bidder shall be a manufacturer of the tendered material (i.e) LT Mini pillar boxes having manufacturing facility in India. Necessary proof for being the manufacturer viz., manufacturing License/ISO certificate/BIS License (Bureau of Indian Standards)/UDYAM Registration Certificate etc., shall be uploaded along with the tender & certificate shall be valid as on the date of tender opening.
2. The bidder shall have manufactured and supplied a minimum of 750 Nos. of Mini pillar boxes or higher size pillar boxes put together during the past ten years to State Electricity Boards/ State Power Utilities /Central/State Public Sector undertakings in India as on the date of tender opening, out of which at least 375 Nos. of Mini pillar boxes or higher size pillar boxes supplied by the bidder should have been in satisfactory continuous service for a minimum period of two years during the preceding ten years as on the date of tender opening. Copies of Purchase Orders, supply confirmation certificate along with the performance certificate of the corresponding Purchase Orders from the end users for satisfactory continuous service shall be furnished in proof of the above.
3. The Annual Turnover of the bidder shall be furnished for the last three financial years (i.e.)2022-23, 2023-24 & 2024-25. The Annual Turnover for at least any one of the above last three financial years shall be more than 2.40 Cr. (Rupees Two Crores and Forty Lakhs only). The Bidder shall upload the Audited financial return containing annual turnover like Profit & Loss accounts and Balance Sheet (or) Annual turnover accounts certified by the practicing Chartered Accountant along with Unique Document Identification Number (UDIN) pertaining to all three years for considering as a proof of annual turnover.
4. NEW ENTRANT:
The TNPDC (Erstwhile TANGEDCO) has the right to place order on New Entrant bidder, who is evaluated L1, for the entire offered quantity, i.e. without any restriction of placing order for 60% of tendered quantity provided,
 1. (i). A tenderer shall be declared as “New entrant” who has no previous experience of supply for the tendered items or no satisfactory period of service or no financial turnover but have infrastructure/manufacturing facility as per the inspection report of Third party inspection or TNPDC (Erstwhile TANGEDCO) or TANTRANSCO Engineers.

- (ii). The tenderer who have lesser quantity of supply experience or lesser satisfactory period of service or lesser financial Turn-over criteria than prescribed in the tender document may also be considered under New entrant category.
2. The tenderer is eligible to be considered for placement of orders under New Entrant category if the bidder is the evaluated and negotiated L1 tenderer.
 3. The tenderers who have been considered under New Entrant category shall satisfy all technical, commercial and BQR conditions except BQR condition of quantity of previous experience of supply (or) satisfactory period of service (or) financial turnover criteria.
 4. TNPDCCL has the right to place order on New Entrant bidder, who is evaluated L1, for the entire offered quantity, i.e. without any restriction of placing order for 60% of tendered quantity. In case more than one L1 new entrant exists having offered for the entire tendered quantity, the quantity allocation among them will be made equally. In other cases the quantity allocation will be made in proportion to the offered quantity.

NOTE:

The offer of the bidders who have stated to be previous suppliers to TNPDCCL (Erstwhile TANGEDCO/ TANTRANSCO/TNEB will be considered for further evaluation, even though the copies of purchase orders (for the period mentioned) are not enclosed after ensuring with concerned purchase orders placing authorities. However, the tenderer has to furnish the Purchase order No. and Date of issue along with the details of Purchase order issuing authority.

"The bidder shall upload documentary evidence for the Bid Qualification Requirements along with the Tender, failing which their offer will be summarily rejected".

SECTION – III

REJECTION OF TENDERS

- I. Tenders will be **SUMMARILY** rejected if;
- a. The EMD requirements are not complied with.
 - b. If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected. Tenders received from Agents/Dealers will not be considered.
 - c. The Bid Qualification Requirements (**BQR**) as per **Section-II** of this Specification are not satisfied.
 - d. Not providing documentary evidence in support of Bid Qualification Requirements
 - e. The offer of bidder who have quoted a quantity lesser than the minimum quantity prescribed in **clause 5.4 under section IV** of the specification.
 - f. If it is found that there is no adequate infrastructure facilities to carry out manufacturing activities of tendered material during the factory inspection carried out by TNPDC, in case of new entrants.
 - g. The documents furnished with the offer are found to be bogus or the documents contains any false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders in TNPDC (Erstwhile TANGEDCO).
 - h. The BOQ (Price bid) file is found to be modified by the bidder.
 - i. If the copy of the BG uploaded in the Techno-commercial bid differs from the original BG submitted at the office of Chief Engineer/Materials Management.
 - j. If the original Bank Guarantee towards EMD not furnished within 3 working days from the date of tender opening at the office of Chief Engineer/Materials Management.
 - k. The Annual Turnover of the bidder not furnished for the last three financial years.
 - l. Sample not furnished as per requirements of the tender.

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

- a. Not covering the entire scope of supply of materials.
- b. If the declaration as specified in Schedule D is not signed and enclosed.**
- c. With validity period less than that stipulated in this specification.
- d. Not in conformity with TNPDC's (Erstwhile TANGEDCO) Commercial terms and Technical Specifications (**Section - V & VI**).

- e. Received from a tenderer who is directly or indirectly connected with Government service or TNPDC (Erstwhile TANGEDCO) service or services of local authority.
 - f. From any black listed Firm or Contractor.
 - g. Received by Telex / Telegram / E-Mail/ Fax.
 - h. From a tenderer whose past performance / Vendor rating is not satisfactory.
 - i. Not containing all required particulars as per Schedule **A to G**.
 - j. Questionnaire as per **Schedule-G** are not duly filled up and properly signed by the tenderer.
 - k. The offer of bidders who have not furnished the GSTIN Number in the offer.
 - l. The tender documents uploaded should be legible and clear, otherwise tender offer is liable for rejection.
- *****

SECTION – IV
INSTRUCTION TO TENDERERS

1.1. The tender is in **Two Part System** basis:

(i) Technical Bid with Commercial terms & condition and (ii) Price Bid (BOQ). All the tenders shall be prepared and uploaded strictly in accordance with the instructions set forth herein.

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

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

1.4. All the documents submitted by the tenderer shall be serially numbered.

1.5. Tenders are invited from bidders within India only.

2.0. SCOPE OF SUPPLY :

2.1. The Scope of the work **(described in Schedule-A)** includes designing, manufacturing, testing, packing, forwarding, delivery of all of the materials detailed herein, at **TNPDCL stores (Erstwhile TANGEDCO) anywhere in Tamil Nadu.**

2.2. The quantity indicated in schedule of requirement is approximate. The quantity finally ordered may vary to the extent of 25 % either way of the approximate quantity indicated in the Schedule of requirement. The purchaser reserves the right to issue any number of indents for supply of materials during the rate contract period.

3.0. SUBMISSION OF TENDER OFFER:

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

3.2. TWO PART E-TENDER:

1. The e-tender shall have Techno-Commercial Bid and Financial Bid.

2. Techno-Commercial Bid shall contain Technical Bid with Commercial Terms (i.e.) BQR document and other documents (PAN, GSTIN, ESF, PF and GST Registration etc.) called for in this specification except Price Schedule.

3. Financial Bid shall contain the Financial Bid (BOQ format).

4. The Tenderers are requested to quote price & HSN code only in the BOQ template available in the e-tender. The bidder shall download the same and upload after filling relevant columns. The BOQ template should not be modified/ replaced by the bidder, else the bid is summarily to be rejected. Bidders are allowed to enter the Bidder Name and rates only.

4.0. QUESTIONNAIRE FILLING:

- 4.1. A Questionnaire is appended as Schedule-G -Questionnaire 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- B to G 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.
- 5.3. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 5.4. **The tenderer shall quote not less than 10% of the tendered quantity as furnished in the Schedule-B. The offer of the bidders who have quoted for lesser quantity than the minimum quantity prescribed above shall be summarily rejected.**
- 5.5. The tenderer should furnish the GSTIN numbers in the offer.
- 5.6. 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 Annexure-V 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 to the tender documents before 48 hours of opening of tenders, the Chief Engineer /Materials Management / TNPDC (Erstwhile TANGEDCO)/ Chennai-02 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/Materials Management, TNPDC(Erstwhile TANGEDCO), Chennai- 600 002 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, 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.** Tenders received from Agents will not be considered. 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 TNPDCCL, if considered necessary.

11.7 The tender documents submitted shall be serially numbered.

12.0. DESTINATIONS-WHERE MATERIALS ARE REQUIRED:

The prices quoted should be on FOR Destination basis for delivery anywhere in Tamil Nadu.

13.0. TENDER OPENING :-

13.1 OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE:

(PART –I)

The Tender offers except price Bid will be **opened electronically on the date & time notified at the Office of the Superintending Engineer / Materials Management-III, 4th Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600 002, through** <https://tntenders.gov.in>.

13.2 If the opening date happens to be a holiday, the tenders will be opened on the succeeding working day without any changes in the timings indicated.

13.3. In all cases, the amount of bid security and validity of the bid shall be scrutinized. Thereafter, the bidder's name 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. OPENING OF THE PRICE BIDS : (PART –II)

The date and time of opening of Price Bids shall be later notified through tender portal to the Bidders who full fill the BQR criteria and whose bids are found to be commercially and technically acceptable.

14.0. INFORMATION REQUIRED AND CLARIFICATIONS:

14.1. In the process of examination, evaluation and comparison of tender offers, the TNPDCCL (Erstwhile TANGEDCO) 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 (Erstwhile TANGEDCO) will examine the tender offers to determine whether they are complete, whether any computational errors have been made,

whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

- 14.3. Prior to the detailed evaluation, the TNPDC (Erstwhile TANGEDCO) 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. After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.
- 14.6. 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 TNPDC(Erstwhile TANGEDCO) for rejection of his offer. The TNPDC (Erstwhile TANGEDCO) shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPDC (Erstwhile TANGEDCO).

15.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 15.1. Prior to the detailed evaluation of Bids, TNPDC(Erstwhile TANGEDCO) will determine whether each Bid (a) meets the eligibility criteria, (b) has been properly signed, (c) is accompanied by the required securities and documents and (d) is substantially responsive to the requirements of the Bidding documents.
- 15.2. A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the TNPDC's (Erstwhile TANGEDCO) rights or the Bidder's obligations under the Contract; or (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

16.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:

- 16.1. 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.
- 16.2. 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.
- 16.3. 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 +Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable Customs duty.
 - 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.'
 - h) The unit FOR(D) value of each Pillar box will be arrived and evaluation will be carried out as detailed above. From these arrived rates, the lowest offer (L1 Tenderer) will be arrived.
- 16.4. 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.

In the event of L1 bidder offered a quantity less than the tendered quantity, the quantity allocation will be made as per the provisions specified in the Tamil Nadu Transparency in Tender rules 2000.
- 16.5. 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.
- 16.6. 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.

16.7. The TNPDC (Erstwhile TANGEDCO) also reserves the right to allocate the quantity as per Cl. No. 31.4 of Tamil Nadu Transparency in Tender rules, 2000.

16.8 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 (i.e. the L1 bidder) to initiate for Financial bid resubmission for Tie break.

16.9 ON LINE NEGOTIATION:

Provision to go for on line 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.

16.10. CURRENCY FOR BID EVALUATION:

The Currency of the bid is in Indian Rupees.

17.0. PURCHASE PREFERENCE:

17.1. 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.

17.2. 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.

17.3 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."

17.4 PURCHASE PREFERENCE TO ENTERPRISE OWNED BY SCHEDULED CASTES OR SCHEDULED TRIBES:

17.4.1 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 percentage** of total requirement in the procurement shall be awarded to enterprises owned by persons belonging to the Scheduled Castes or Scheduled Tribes in respect of only of goods manufactured or service rendered by it if the following conditions are satisfied.

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

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

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

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

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

17.4.4 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.

- a) In case of such domestic enterprise been a sole proprietary firm having registered in Udyam portal located within Tamil Nadu, Udyam Registration Certificate contains the social category of enterprise. However, in order to ensure that no change in social category of enterprise has happened consequent of having registered in Udyam portal, an undertaking from the sole proprietor may be insisted.
- b) In case of such domestic enterprise is partnership firm been registered in Udyam portal, social category of enterprise can be ascertained from the community certificate of not less than three-fourths of the partners belong to the Scheduled Castes or Scheduled Tribes along with copy of registered partnership deed. However, a certificate from chartered accountant may also be obtained certifying that no change in social category of enterprise has happened consequent of the said registered partnership deed.
- c) In case domestic enterprise is a company having its registered office and place of business in the State, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and the control of the company, as defined in section 2 (27) of the Companies Act, 2013 (Central Act 18 of 2013) vests with persons belonging to the Scheduled Castes or Scheduled Tribes and the same is duly confirmed for the purpose of submission of bid against the provisions of tender specification No.M.238/2026-27.

18.0. VALIDITY :

- 18.1. 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.
- 18.2. Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TNPDC (Erstwhile TANGEDCO).
- 18.3 **The rejected bidders shall furnish a consent stating that they are accepting for revocation of rejection by the TNPDC (Erstwhile TANGEDCO) within the validity period, if insisted.**

19.0. RIGHTS OF THE TNPDC (Erstwhile TANGEDCO) :-

19.1. Rights to reject the tenders :-

- 19.1.1. 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.
- 19.1.2. 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.
- 19.2. Notwithstanding anything contained in this Specification, the TNPDC (Erstwhile TANGEDCO) reserves the rights :
 - (a) to vary the quantity finally ordered to the extent of 25% either way of the quantity indicated in the Tender document, as the quantity indicated in the schedule of requirement is approximate.
 - (b) to 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 TNPDC, 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 order.
 - (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 TNPDC(Erstwhile TANGEDCO).

- 19.3. To cancel the order along with the forfeiture of EMD if SD cum Performance guarantee 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 hereafter.
- 19.4. 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 TNPDCLE(erstwhile TANGEDCO) the bidder is found not qualified to satisfactorily perform the contract.

20.0. DEVIATIONS:

- 20.1 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 – C1 & C2**
- 20.2. No alternate offer will be accepted.

21.0. 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.

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 TNPDCLE(erstwhile TANGEDCO)" and also cancelling the award of contract issued to them."

SECTION – V
COMMERCIAL

1.0. SCOPE:

The scope of supply of the materials includes design, manufacture, inspection, testing, packing, forwarding, insuring and delivery of the materials detailed herein, at TNPDC (Erstwhile TANGEDCO) Stores anywhere in **Tamil Nadu**.

2.0. PERIOD OF CONTRACT :

The period of purchase order is **one year** from the date of award of purchase order.

3.0. 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.

4.0. LEGAL STATUS OF THE FIRM :

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

5.0. 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 -E**.

6.0. PLACING OF ORDERS :

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

6.2. The award of contract will be issued to the successful tenderer with all TNPDC's (Erstwhile TANGEDCO) terms and conditions, duly indicating the approved unit rates and the approximate quantity allotted to them. The approved rates will be FIRM and valid for entire contract period from the date of receipt of award of contract.

6.3. During the period of the contract, TNPDC (Erstwhile TANGEDCO) will send indent to the approved tenderers indicating the quantity to be supplied and the delivery schedule according to TNPDC's (Erstwhile TANGEDCO) requirement.

7.0. PRICE:

7.1. The Tenderers are requested to quote **FIRM** price only, valid for **one year** from the date of award of contract. The Unit price for supply of goods shall remain valid during the entire period of one year from the date of award of Purchase order till the completion of the contract.

- 7.2. The Tenderer's shall quote the Ex-works price, Packing & Forwarding charges Freight & Insurance charges with applicable rate of GST separately for Delivery to TNPDCCL stores/sites in Tamil Nadu. A format for price schedule is given in **Schedule 'A'. (Pl. Refer Bill of Quantity- BOQ in Excel format in the specification documents)**
- 7.3. The Freight and Insurance charges shall be applicable for delivery to TNPDCCL (Erstwhile TANGEDCO) stores in Tamil Nadu and shall be the firm throughout the contract period. Unloading the materials at destination stores/sites should be done by the supplier at his own cost.
- 7.4. The above breakup details should be clearly indicated in the BOQ, in the absence of which the offer shall be liable for rejection.
- 7.5. It is the responsibility of the tenderer to make sure about the correct rates of duty / tax leviable on the materials at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TNPDCCL (Erstwhile TANGEDCO) will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.
- 7.6. Any tests specified and required in the tender documents shall be conducted at TENDERER'S COST. Unloading the equipments/materials at destination Stores should be done by the supplier at his own cost.
- 7.8 **INPUT TAX CREDIT :**
- 7.8.1 **The benefit of Input Tax Credit (ITC) benefit if any availed by the bidder shall be passed on to TNPDCCL (Erstwhile TANGEDCO).** Necessary GST ITC undertaking as per **Annexure-IV** shall be submitted by the L1 tenderer after evaluation for compliance with section 171 of GST Act by the bidder.
- 7.8.2. 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.
- 7.9. **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**
- The Tenderer shall indicate the Permanent Account No. in **Schedule 'G'** 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]:

- 8.1. 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:**
TNPDCLE(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 TNPDCLE(erstwhile TANGEDCO) is 33AADCT4784E1ZC. The details are also posted in TNPDCLE(erstwhile TANGEDCO) web portal.
- v. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.
- vi. **Transaction Value:**The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.
- The conditions for accepting the transaction value are –
- a) Supplier and the recipient of the supply are not related.
 - b) Price is the sole consideration for the supply.

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

Eligibility for composition scheme: Sec.10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub- section (1), if-

- He is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
- He is not engaged in making any supply of goods which are not leviable to tax under this Act;
- He is not engaged in making any inter-State outward supplies of goods;
- He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
- He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.

viii. **SUPPLY OF SERVICE AND GOODS :**When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services

(a) **COMPOSITE SUPPLY:** A composite supply is one where all the goods or services or a combination has to 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 Supplier/contractor is within TN, SGST & CGST shall apply and if the supplier/contractor is outside TN, IGST shall apply.

- 8.2. 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.
- 8.3. In case of delayed delivery, the GST prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TNPDC (Erstwhile TANGEDCO) 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.

8.4. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TNPDC (Erstwhile TANGEDCO).

8.5. 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.

8.6. **GSTR-2A** of TNPDC (Erstwhile TANGEDCO) will be verified to ensure the remittance of GST to Govt., by the supplier in respect of this PO. If the GST remitted by the supplier is found lesser than that claimed from TNPDC(Erstwhile TANGEDCO), the excess GST paid by TNPDC(Erstwhile TANGEDCO) 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.

8.7. **GST – E-Way Bill:**

The Government of Tamil Nadu had notified that e-way bill is required to be generated for intra-state movement (within the state of Tamil Nadu) for consignment value exceeding Rs.1,00,000 with effect from 2nd June 2018. It may kindly be noted that E-Way bill on interstate movement of goods had been introduced with effect from 1st April 2018 and is required to be generated for movement of goods having consignment value exceeding Rs.50,000. (please refer webpage portal <http://ewaybillgst.gov.in>. for procedure and generation of E-way bill).

8.8. **TDS under GST as per Section 51 of the CGST Act, 2017: -**

The Central Government vide Notification No.50/2018 dated 13th September 2018 has notified 1st day of October, 2018 as the date from which the provisions of Tax Deducted at Source (TDS) under GST as per Section 51 of the CGST Act, 2017 shall come into force.

Accordingly, Tax at the rate of 2% (i.e. CGST 1% and SGST 1%) or (IGST 2%) will be deducted from the payment made or credited to the supplier (i.e. deductee) of taxable goods or services or both from the invoices raised by the suppliers or service providers.

The Standard Operating Procedure (SOP) issued by CBIC is available in www.cbic.gov.in/resources//htdocs-cbec/gst/28092018_SOP_ON_TDS.pdf which can be referred to for further clarification.

8.9. GST on Forfeiture of Security deposits: -

GST @18% shall be applicable on forfeiture of Security Deposit (SD) / SD cum Performance Guarantee and shall be recovered additionally from the Supplier/Contractor. GST is not applicable for LD and EMD forfeiture.

8.10 Releasing GST portion to Suppliers / Contractors :-The guidelines for releasing GST portion is attached as **Annexure- VIII.**

8.11. 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 TNPDC (Erstwhile TANGEDCO) for making the payment. In case the suppliers do not have PAN, TNPDC (Erstwhile TANGEDCO) 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, TNPDC (Erstwhile TANGEDCO) shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s.206C(1H). TDS u/s 194Q is also applicable on the Advance paid for purchase of goods.
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 TNPDC (Erstwhile TANGEDCO) on purchase of Goods. Accordingly, TNPDC (Erstwhile TANGEDCO) will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in **Annexure IX** to determine the applicability of TDS rate u/s 206 AB.

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

8.12 GST – E-INVOICE:

The Suppliers/Contractors, whose annual turn over exceeds Rs.10 crores, shall raise an e-invoice or e-invoiced debit note or e-invoiced credit note, so that TNPDCLE(erstwhile TANGEDCO) could avail Input tax credit under GST.

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

9.0 FREIGHT & INSURANCE:

The tenderer shall quote Freight and Insurance component separately which shall be kept firm during the contract period. Contracting firms shall arrange to pay Freight & Insurance for the equipment and all its accessories being supplied by them, through any of the carriers and Nationalised Insurance Companies. The equipment shall be insured to cover transport (from Warehouse) and 60 days storage risk at site. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance Under writers/Carriers.

9.1 PACKING AND FORWARDING :

- 9.1.1 The packing shall conform to relevant packing standards. The contractor should however, ensure that the packing is such that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage. The words "Handle with care" should be printed on the cartons.
- 9.1.2 The equipment/materials and all its accessories shall be securely packed and despatched, freight paid, duly insured, at supplier's risk and cost. The packing may be in accordance with the manufacturer's standard practice. The supplier is responsible for ascertaining the facilities that exist for Road Transport to site. Each package shall be clearly marked and contain detailed packing list, such as gross weight, net weight etc. The supplier is solely responsible for any loss or damage during transport. The despatch of materials shall be made only after the approval of routine test certificates by the TNPDCLE((erstwhile TANGEDCO). The equipment/ Materials shall be unloaded at Destination Stores/Sites by the supplier at free of cost.

10.0. PAYMENT :

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.

- 10.1. Payments will not be made for materials damaged during transit. All defective materials shall be replaced by the supplier free of charge.
- 10.2. The payment will be made directly to the supplier based on submission of claims to the accounts branch of EDCs/CDCs against passing of bills by concerned Superintending Engineer/EDCs/CDCs.

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

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

10.3. a) For the Equipments/materials delivered within contractual delivery period :

100% of the All-inclusive price (including GST) of the equipments/ materials will be paid within a reasonable time on receipt of materials in good condition at site and submission of bills with required documents against the passing of bills by the Superintending Engineer/ EDCs / CDCs concerned based on the copy of the SRB received from the respective consignee EDC Stores after deducting recoveries, if any.

10.3 b)For the Equipments/materials delivered beyond the contractual delivery period, if accepted by the purchaser:

100% of the All-inclusive price (including GST) of the equipment/materials will be paid within a reasonable time on receipt of materials at site in good condition against submission of bills with required documents after deducting the appropriate amount of LD of each consignment and other recoveries, if any.

10.3 (c) For delay in payment, TNPDCLE(erstwhile TANGEDCO) will not pay any interest on any account.

10.4.1.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) TNPDCLE(erstwhile TANGEDCO) reserves the right to accept or reject the delayed supplies without assigning any reason therefore and take action as per the other terms and conditions of this specification.

- (d) Payments will be made only after the approval of the test certificate and on receipt of the supplier's bills in duplicate, duly certified by the consignee.
- 10.5. 100% payments will be made only on receipt of the supplier's bills in duplicate and passing of bills by the Superintending Engineer / EDCs /CDCs concerned after **approval / acceptance of the following :**
- 10.5.1 **Acceptance / Approval of PO issuing Authority :**
- (a) Security Deposit cum Performance Guarantee 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 (Erstwhile TANGEDCO)
 - (f) Approval of Test / Inspection reports after carrying out inspection for the offered / inspected quantity of material / Waiver of inspection and issue of Despatch Instructions
 - (g) Declaration pursuant to section 206 AB as per Annexure-IX.
- 10.5.2. **Acceptance of Bill Passing Authority.: (SE / EDCs or CDCs)**
- (a) Invoices/Bills
 - (b) Guarantee Certificate for the supplied materials against DI issued by CE/MM
 - (c) e-way bill as per GST norms for the transport of material against DI issued by CE/MM
- 10.5.3 The tenderers are requested to contact CFC/General/TNPDCCL(Erstwhile TANGEDCO) in regard to the release of payment.

11.0. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :-

- The successful tenderer will have pay to the Security Deposit cum Performance Guarantee as detailed below :
- 11.1. The successful tenderer/ Supplier will have to furnish 5% of the order value (All incl. price) as Security Deposit cum Performance Guarantee in the form of Electronic Mode (NEFT/RTGS) 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 cum Performance Guarantee within the above stipulated time, the EMD paid by the tenderer / supplier shall be forfeited and Purchase Order will be cancelled without any further reference and order will be placed on the next eligible bidder.

- 11.2. Bank Guarantee should be a single irrevocable Bank Guarantee of 5% of the purchase order value (All incl. price) 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 Security Deposit cum Performance Bank Guarantee should be extended suitably.
- 11.3. The Security Deposit cum Performance Guarantee will not carry any interest.
- 11.4. The Security Deposit Cum Performance Guarantee shall be valid for a period of 36 months from the date of receipt of last consignment of materials at site. In case of delay in supply, the security deposit cum performance bank Guarantee should be extended suitably to cover the guarantee period for its validity without break in period till the completion of guarantee. The Security Deposit Cum Performance Bank Guarantee will be released on expiry of guarantee period after ensuring that defects/damages during the guarantee periods are rectified/replaced.
- 11.5. The Security Deposit Cum Performance Bank Guarantee will be returned/refunded to the supplier only if the contract is completed to the satisfaction of the purchaser. If the purchaser incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit cum performance bank guarantee and such amount that is appropriated will not be refunded to the supplier.
- 11.6. The successful tenderers, who is having Permanent EMD backs out from the payment of security deposit, an equivalent amount of EMD shall be forfeited from their PEMD amount.
- 11.7. The Security Cum Performance Guarantee shall guarantee the following:
- (a) Satisfactory completion of supply of the material.
 - (b) The equipment supplied is free from all defects in design, material and workman ship.
 - (c) The supplier shall repair/replace the material that become defective under normal use within the guarantee period specified in the specification.
 - (d) The validity period of the above bank guarantee should be extended suitably to cover the additional guarantee period in case of repairing of defects/ failures within guarantee period as per the guarantee clause.
 - (e) For non-compliance of the above, the purchaser has the right to invoke the above bank guarantees.
- 11.8. In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TNPDC (Erstwhile TANGEDCO) 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), TNPDC (Erstwhile TANGEDCO) shall invoke the Bank Guarantee by addressing the Bank directly and the proceeds will be credited to TNPDC's (Erstwhile TANGEDCO) collection account.

- 11.9 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 item is to be furnished by the vendor for releasing original SD cum PBG by TNPDC (Erstwhile TANGEDCO) (purchaser).

12.0. DELIVERY SCHEDULE :-

- 12.1. The following delivery schedule shall be adhered to :

- (a) ““The delivery of the materials shall commence after one month from the date of receipt of the Purchase order i.e., commencement period as one month and to complete the supply in subsequent 11 months equally thereafter (i.e., after commencement period, 680 Nos. for first 10 months & 700 Nos. for 11th month). While placing P.O., the indicated quantity for delivery will be altered proportionately to the ordered quantity.
- (b) Based on the requirements and contingencies, TNPDC (Erstwhile TANGEDCO) has the right to advance / postpone the delivery schedule at the time of placing Purchase order. The quantity due to be supplied in each month will be taken into consideration for the purpose of liquidated Damages clause.
- (c) TNPDC(Erstwhile TANGEDCO) reserves the right to cancel the quantities not supplied as per delivery schedule.
It is the responsibility of the supplier to give advance information for inspection, despatch of materials and other obligations under the terms and conditions of this tender/contract in order to deliver the material within the contractual delivery period quoted /agreed.

- 12.2. Tenderers should agree for delivery of materials anywhere in Tamil Nadu State to be stipulated by the TNPDC(Erstwhile TANGEDCO) based on the schedule furnished. The delivery so specified shall be guaranteed by the tenderers under liquidated damages clause.
- 12.3. TNPDC(Erstwhile TANGEDCO) reserves the right to revise this delivery schedule depending on the actual requirement at the time of placing the purchase order.
- 12.4. TNPDC(Erstwhile TANGEDCO) also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 12.5. To ensure sustained supply without any interruption, TNPDC(Erstwhile TANGEDCO) reserves the right to place orders among more than one tenderer.
- 12.6. The TNPDC(Erstwhile TANGEDCO) will be at liberty to cancel the Purchase order if the supply is not made as per the delivery schedule, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting Suppliers/contractors will be liable to pay to the TNPDC(Erstwhile TANGEDCO) in addition to the liquidated damages for delay, the actual difference in price whenever the Board orders the delayed quantity to be supplied / executed by other agencies at higher rate.

- 12.7. The actual date of receipt of each material with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
- 12.8. The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 12.9. **After the issue of Despatch Instruction, if any delay is caused by the supplier in arranging timely despatches, their poor performance will be taken note of while ordering in future.**
- 12.10. If supplies to be rendered against the contract are made by the supplier beyond the period of delivery stipulated in the contract and they are accepted by the TNPDC (Erstwhile TANGEDCO) such acceptance is without prejudice to TNPDC's (Erstwhile TANGEDCO) right to levy liquidated damages for the delay in supply as per the liquidated damages clause. The TNPDC (Erstwhile TANGEDCO) will also be at liberty to cancel the order, if the supply is not completed within the stipulated delivery period notwithstanding its rights to claim liquidated damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.
- 12.11. All supplies should be strictly as per schedule. Any advance supply will be accepted by TNPDC (Erstwhile TANGEDCO) only based on the requirement.
- 12.12. At the time of issuing Purchase Order, the quantity allocation and delivery period will be appropriately indicated so as to enable the bidder to supply the material within the said delivery period. The supply shall be effected in such a way that the materials reach the destination stores within the stipulated delivery period.

13.0. INSPECTION :-

- 13.1. Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address, contact phone /cell no, e-mail id etc. to enable inspection by Board if considered necessary.
- 13.2. Not less than 15 days advance intimation shall be given about the quantity of materials that will be ready for inspection to the TNPDC's (Erstwhile TANGEDCO) Officers. The arrangement for inspection shall be made by supplier in such a way that the delivery schedule is kept up. The materials shall not be despatched without instruction from TNPDC (Erstwhile TANGEDCO).
- 13.3. The quantity offered for the inspection shall be around the quantity for one month. The quantity offered by the firm shall be manufactured and readily available at the time inspection by TNPDC (Erstwhile TANGEDCO) 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.

- 13.4 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 suppliers shall provide necessary facilities for such inspection.
- 13.5 The supplier shall provide all the documents which is necessary to complete the inspections. TNPDC's (erstwhile TANGEDCO) representatives shall be allowed to inspect the Supplier's / Contractor's Quality assurance standards, procedures and records.
- 13.6 The Purchaser's right to inspect and test the materials whenever necessary after arrives at purchaser's store, shall no way be limited by the reason for having tested and passed already by the Purchaser's representative prior to materials dispatch.
- 13.7 The materials will be inspected at site/during check measurement at TNPDC (erstwhile TANGEDCO) stores and if defects are noticed at either stage, the materials are liable for rejection. The supply will also be rejected if the materials ordered, do not conform to the relevant drawing and in the opinion of the Inspecting Officer are found not suitable for the purpose for which they are intended.
- 13.8 For New entrants factory inspection will be done by the TNPDC's (erstwhile TANGEDCO) officers to assess the genuineness in manufacturing the tendered materials and to assess whether the firm have infrastructural facilities to manufacture the same.

14.0. DESPATCH INSTRUCTIONS (DI):

- 14.1 The supplier should despatch the materials only after getting the despatch instructions. The details of allotment to consignee and destination stores will be furnished at the time of issue of Despatch Instructions.
- 14.1.1 The supplier should despatch only after getting despatch instructions from the CE/MM or SE/MM-III. 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.

15.0 TESTS:

15.1. TEST CERTIFICATE:

Material Test Certificate for aluminium flat issued by accredited Lab/Government Lab as per relevant IS for the first consignment shall be furnished along with the offer for supply for issue of Despatch Inspection.

16.0 TEST AT SITE: (Random Sample test)

If necessary, random samples of materials supplied will be tested departmentally or through approved Govt. Laboratory or at purchasers cost and for any non-conformity to relevant IS/IEC, full supplies will be rejected. If initial payment had already been made, the balance payment will be forfeited and any other losses or damages including testing charges will also be claimed. Future supplies in such cases will be accepted and paid for only after the results of the samples tested are satisfactory. In addition, the guarantee period will also be extended for subsequent supplies at the discretion of the purchaser.

17.0. LIQUIDATED DAMAGES :

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

17.1.1 If the supplier fails to deliver the equipments/ materials within the time specified in the indent or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of **HALF PERCENT (0.5%)** of the all inclusive price of the undelivered equipments/ Materials for each completed week of delay. The total liquidated damages shall not exceed **Ten percent (10%)** of the All-inclusive price of the equipments / materials so delayed. **Only the date of actual receipt of equipment/materials in complete shape at stores will be reckoned as date of delivery for this purpose.** It

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

17.1.2 If the ordered materials are not supplied, the purchaser shall recover from the supplier, as liquidated damages a sum equal to TEN PERCENT (10%) of the contract price of the equipments/materials undelivered besides forfeiture of security deposit cum Performance Guarantee.

17.1.3 It should be noted that if order is placed on the higher tenderer in preference to the lowest acceptable tender in consideration of the offer of earlier delivery, the said contractor will be liable to pay the TNPDCLE(erstwhile TANGEDCO) the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies in terms of such contract within the delivery period specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.

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

equipments/materials which could not be beneficially used and not on the value of delayed portion only.

- 17.3 If supplies to be rendered against the purchase order are made by the supplier beyond the period of delivery stipulated and if they are accepted by the TNPDCLE(erstwhile TANGEDCO), such acceptance is without prejudice to the TNPDCLE's(erstwhile TANGEDCO) rights to levy liquidated damages for the delay in supply.
- 17.4 The suppliers are liable to pay the amount of loss sustained by the TNPDCLE(erstwhile TANGEDCO) in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TNPDCLE(erstwhile TANGEDCO) under the terms and conditions of contract and in the event of placing orders for such quantities on some others at a higher price.
- 17.5 Tenderers not giving clear and specific acceptance to the above clauses are liable to be rejected.
- 17.6 If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.
- 17.7 The TNPDCLE(erstwhile TANGEDCO) will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the indent, notwithstanding its rights to claim Liquidated Damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.
- 17.8 In the event of cancellation of contract or non completion of supply by the Suppliers, then the short supplied items may be ordered fresh. The excess price if any between the original and new contract will be recovered from the amount due to the original supplier either from this contract or from any other contract. This is without prejudice to other rights under the terms of contract.
- 17.9 The defaulting contractors will be liable to pay to the TNPDCLE(erstwhile TANGEDCO) in addition to the liquidated damages for delay, the actual difference in price whenever the TNPDCLE(erstwhile TANGEDCO) places fresh orders for the delayed /Non-supplied quantity on other agencies at higher rate.
- 17.10 It is hereby specially agreed that time is the essence of the contract. The termination of the contract shall not absolve the supplier of his liability to pay damages to the Corporation for the breach of the contract to deliver the goods or complete the performance of the contract within the time fixed by the purchaser/suppliers.

18.0. FORCE MAJEURE :-

- 18.1. The supplier shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:
 - (a) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

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

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

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

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

19.0. GUARANTEE :-

19.1 The entire equipments should be guaranteed for satisfactory operation and good workmanship at least for a period of **36 (Thirty six) months** from the date of receipt of last consignment of materials at site in good condition.

19.2 Any defects noticed during this period shall be rectified free of cost to the TNPDC (erstwhile TANGEDCO) within **60 Days (Sixty 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. 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. Any expenditure incurred in the transportation of equipment/material for rectification or replacement will be to the suppliers account. **Such replaced components shall serve for a continuous period of 12(twelve) months from the date of re-commissioning and this shall be in addition to the guarantee provided for the equipment.**

- 19.3 A written guarantee guaranteeing the TNPDCLE(erstwhile TANGEDCO) against defects in the materials supplied, either in materials or workmanship, should be furnished preferably along with the initial bill for payment. The guarantee shall be operative for a period of **36 (Thirty six) months** from the date of receipt of materials at site in good condition.
- 19.4 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 equipments/materials that are defective/failed within guarantee period without delay.
- 19.5 The incidental expenses, transport and freight charges for rectification/ replacement of defective equipments/materials within the guarantee period may also be borne by the supplier till such time it serves a continuous period of 12 months as said above.
- 19.6 The tenderers shall guarantee among the other following things:
- (i) Quality and Strength of materials used.
 - (ii) Safe electrical and mechanical stresses on all parts of the equipments/ materials under all specified conditions.
 - (iii) Performance figures given by the tenderers in the Schedule of Guaranteed technical particulars and technical requirements of the tender.

20.0. LOSS OR DAMAGE

- 20.1. External damages or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced/rectified by the supplier, free of cost as per clause 21.0.
- 20.2. If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on that account require the supplier to replace the defective goods, free of cost.
- 20.3. Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.
- 20.4. 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.

- 20.5. For all legal purposes, the materials shall be deemed to pass into the TNPDC's (erstwhile TANGEDCO) ownership at the destination Stores, where they are delivered and accepted. The supplier is responsible for any theft damage etc. for the materials from the date of receipt of materials at site.

21.0. REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:

- 21.1. Notwithstanding anything contained in Liquidated Damages clause of the PO., 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, such defects or damages in the materials supplied shall be rectified either at the point of destination or at the supplier's works at the cost of the supplier, against proper security and acknowledgment. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser. If the defects or damages are not rectified or replaced within this period, the contractor 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.
- 21.2. 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 TNPDC (erstwhile TANGEDCO).
- 21.3. Notwithstanding any other remedies available, the Purchaser shall be entitled to dispose of the defective/damaged materials in 'as is where is' condition without further notice, if the contractor/supplier fails to rectify the defect and/or replace the damaged materials and/or fails to remove the defective/damaged materials within such period as may be notified by the Purchaser through notice and the sale proceeds of such disposal shall be appropriated towards the dues to TNPDC (erstwhile TANGEDCO) such as Liquidated Damages, ground rent etc., as may be determined by the Purchaser.

22.0. RESPONSIBILITY:

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

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

23.0. FAILURE TO EXECUTE THE PURCHASE ORDER / CONTRACT:

- 23.1. 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 Board, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of penalty under the Liquidated Damages clause and forfeiture of security deposit etc., The tenderer will be recommended for black listing with due notice.

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. RECOVERY OF DUES :-

- 25.1. The TANGEDCO(erstwhile TANGEDCO) is empowered:
- (a) To recover any dues against this contract in any bills/ Security Deposit Cum Performance Guarantee/ Earnest Money Deposit / Permanent E.M.D. due to the suppliers either in this contract or any other contract with TNPDCCL(erstwhile TANGEDCO)/TANTRANSCO/TNEB Ltd.
 - (b) To recover any dues against any other contracts of the suppliers with TNPDCCL(erstwhile TANGEDCO)/TANTRANSCO/TNEB Ltd, with the available amount due to the supplier / Contractor against this contract. The successful Tenderer shall furnish an undertaking as per ANNEXURE-VI in a non judicial stamp paper of Rs.500/- agreeing to the above condition.

26.0 MAXIMUM WEIGHTS AND DIMENSIONS OF PACKINGS:

- 26.1. The supplier is responsible to make sure about the facilities that exist for Road and Rail transport to site, the maximum packages which can be conveyed by the railways and crane lift available at the destination railway station. The supplier is also responsible for any loss or damage during transport and storage for 60 days.
- 26.2. Each case or package should be clearly marked and should contain detailed packing list.

27.0. RAW MATERIALS:

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

28.0. EFFECTING OF RECOVERIES:

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

29.0. GST REGISTRATION CERTIFICATE:

The tenderer should upload the copy of the GST registration certificate in their offer. The tenderers should furnish the Permanent Account number issued by Income Tax Department with the Tender.

30.0. ARBITRATION ACT NOT TO APPLY:

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

31.0. PAST PERFORMANCE:

- 31.1. The intending tenderers shall furnish the details of various supply orders / work contracts executed by them for the past ten years as on the date of Tendering in the proforma enclosed in the Tender Specification and also proof for having manufactured the tendered item and for their satisfactory performance.
- 31.2. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of, while dealing with the Tenders in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.
- 31.3. The bidder should have completed the supplies up to the date of Technical bid opening of this tender against all previous purchase orders of similar items irrespective of size/rating placed by TNPDC (erstwhile TANGEDCO) whose delivery period has already expired with maximum penalty, failing which the bid shall be treated as non-responsive and the price bid shall not be opened.

32.0. PATENT RIGHTS ETC.,:

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

33.0. INTERCHANGEABILITY:

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

34.0. ELECTRICITY RULES:

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

35.0 MATERIALS AND WORKMANSHIP:

- 35.1 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.
- 35.2 All the materials shall be of best class and capable of satisfactory operation in the tropics with humid atmospheric condition. Unless otherwise specified, they shall conform to the requirements of appropriate India Standards. Where these are not available, IEC and American / British Standards shall be followed.
- 35.3 The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment/ materials.
- 35.4 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 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.
- 35.5 All the equipments should operate without undue vibration and with the least practicable amount of noise.

37.0 STORAGE CHARGES :

- 37.1 Storage charges for storing the equipment at the suppliers premises will not be paid to the supplier, under any circumstances.

38.0 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 ° C to + 50 ° C
- b) The altitude will be less than 2500 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 site 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.

39.0. QUANTITIES:

- 39.1 At the time of issuing indent for supply of materials, TNPDC(erstwhile TANGEDCO) reserves the right to allocate the quantity after ensuring the manufacturing capacity, ability to supply, quantity offered and past performance.

- 39.2 The quantities mentioned in this specification are only tentative. The purchaser reserves the right to revise the quantities at the time of placing the orders, to the extent of 25% either way of the requirement indicated in the tender document as per the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in tender rules 2000 and subsequent amendments thereof as applicable to this Tender.

40.0 INCOME TAX:

- 40.1. As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.
- 40.2 The Owner shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The Owner shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

41.0. JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF PURCHASE ORDER/CONTRACT):

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

SECTION -VI
TECHNICAL
SALIENT FEATURES OF OPEN TYPE MINI PILLAR BOXES WITH FUSE CONTROL
AND ALL ACCESSORIES:

1	Rated Voltage	440 Volt between Phases
2	Total number of outgoing Circuits	3 Phase 4x25 Sq.mm.6 Nos. services tapping should be connected
3	Total number of incoming Circuits	One
4	Rated current of incoming circuits	200 Amps
5	Rated current of outgoing circuits	200 Amps
6	Whether for use in A.C. or D.C.	A.C. 3 Phase 4 Wire 50 cycles/second system.
7	Number of poles	Triple pole and Neutral (TPN) type.
8	Thickness of steel sheet of the pillar box shell.	3.15 mm (10 Gauge)
9	Size of cables used.	Incoming circuits: 4x120 Sq.mm. Out going circuits :6x4x25 Sq.mm. or 18x2x16 Sq.mm.

1.0 The Mini pillar boxes shall generally conform to the drawing enclosed and comply with the following.

2.0 SHELL:

2.1 It shall be made out of HR sheet with 3.15 mm (10 Gauge) thickness as per the sketch enclosed. It shall be compact and suitable in all respects for outdoor installations. The sloping canopy fitted at the top of the pillar shall be given downward slope so that rain water shall not accumulate at the top. Two internal hinges of size 4" length shall be fixed as shown in the drawing enclosed for each door (Flush type). The hinges shall be of such construction that the doors can be swung open by not less than 110 Degrees.

2.2 Adequate ventilation shall be ensured by providing ventilators for the inlet and exhaust of air as per the sketch enclosed. The ventilation arrangements as indicated in the sketch shall be provided with sloping hoods too prevent rain water from entering the box.

2.3 The doors shall be provided with suitable panel locking arrangements as shown in the enclosed sketch. Provision for closing the doors by locks with handle as an additional means for locking shall also be suitably provided at both sides. The extension of the door shall be embossed with the letters "TNPDC" (Erstwhile TANGEDCO) perceptibly labeled and riveted. One key is to be provided with each pillar box.

2.4 Top and bottom connecting pieces of the mini pillar boxes shell should be firmly welded with the side to avoid lateral movement and to ensure perfect flushing of doors. Bottom legs shall be provided with extended support 18 mm dia holes is to be provided in the extended support for grouting.

- 2.5 The mini pillar shell should be of neat finish and suitably protected against corrosion by giving two coats of Red oxide paint both inside and outside. Metallic name plates of suitable size should be manufactured separately and fixed on the box.
- 2.6 The mini pillar box may be supplied with 4 nos. 35 sqmm Aluminium lugs per phase (total 12 Nos.) for easy termination in field works.
- 3.0 **CIRCUIT WAYS AND BUS BARS:**
- 3.1 The mini pillar box shall be of a 3 Phase (R,Y,B) arrangement. For each Phase, there shall be one bus bar assembly as detailed below:
- 3.1.1 **BUS BAR ASSEMBLY:**
Aluminium which would form the current carrying main bus for mini Pillar box is of the size 50mm x10mm. Both ends of Aluminium flat should be fixed rigidly with GI Stem bolts and nuts having 6" x 1/2" size cleats as shown in the sketch. The hexagonal porcelain insulators should be provided in between the aluminum flat and cleat at each phase to isolate the cleats electrically. The assembly should be as shown in the sketch.
- 3.1.2 The Aluminium bus bar flats shall be of electrolytic quality. All the different sizes of bolts, nuts ,washers and round head G.I. screw should be galvanized perfectly. The size and dimensions of the porcelain hexagonal insulator, used in the bus bar assemblies should be as given in sketch. This insulator should be of 1.1 KV Grade. For connecting the incoming and feeder cables 3 Nos., 12mm dia bolts of length 155 mm, each bolt along with 6 Nos. spring and plate washers, and 6 Nos. Nuts shall be supplied. For outgoing cables 4 Nos. of 10mm dia bolts & nuts of length 50mm in each bus bar shall be supplied.
- 3.2 **BUS BAR MATERIAL:**
The Aluminium busbar to be used in the Mini Pillar boxes shall be of Grade 63401. W.P. as per ISS 5082/1998 with amendments up to date.
- 3.3 **NEUTRAL BUS BAR:**
The neutral bus bar provided in the pillar boxes shall be of 50x10 mm Aluminum flat of adequate length with suitable bolts & nuts.
- 3.4 **EARTHING BUS BAR :**
- 3.4.1 The metal casing of the pillar shall be provided with two separate earthing terminals and these shall be provided over and above all other means provided for securing metallic enclosures.
- 3.4.2 The earthing terminal shall be readily accessible and so placed that the earth connections of the pillar is maintained even when the cover or any other movable part is removed. Under no circumstances a movable metal part of the enclosure shall be insulated from the part carrying the earthing terminals, when the movable part is in its place. The earthing terminals shall be of adequate size and protected against corrosion and shall be metallicity clean.
- 3.4.3 The earthing terminals should be identified by means of the sign marked in legible and indelible manner, on or adjacent to the terminals.

4.0 **MARKING :**

The position of the poles (phase) may be indicated by appropriate colouring viz., RED, YELLOW AND BLUE.

5.0 **DIMENSIONS:**

The sketch enclosed shows the details and dimensions of mini pillar box. Some of the dimensions are shown below:

5.1	DETAILS	DIMENSIONS
5.1.1	Overall breadth of mini pillar box	560 mm
5.1.2	Breadth of mini pillar box (side sheets)	400 mm
5.1.3	Distance between the shell & circuit way on either side	130 mm
5.1.4	Distance between each circuit point	40 mm
5.1.5	Length of Aluminium flat	250 mm
5.1.6	No. of circuit ways	3 Phase 6 Nos. or single phase 18 Nos.

6.0 Whenever a doubt arises as to the correctness of the dimensions, the figures furnished in the sketch/drawing alone is to be treated as correct and final.

7.0 NOTE: If the sample pillar box submitted is not as per specification, the offer is summarily rejection.

8.0 **SAMPLES:**

8.1 Tenderers quoting against this specification should submit one sample of mini pillar box, complete with all accessories in complete shape **before closing time of submission of tender** as indicated below for inspection and approval.

8.2 The sample L.T. Open type Mini pillar box shall be arranged to be delivered to the Stores officer/Central Stores/ Chennai EDC/ South-II/ Kadapperi, Chennai-600047 & Contact No.9445850144 **before closing time of submission of tender**, free of cost, freight and any other incidental charges prepaid and without any obligation on the part of the TNPDCCL for safe custody under intimation to the Chief Engineer/MM/4th Floor, Western Wing/Anna Salai/Chennai- 600 002.

8.3 The sample of L.T. mini pillar box should be sent so as to reach the Stores officer/Central Stores/ CEDC/ South-II/ Kadapperi,/Chennai, **before closing time of submission of tender**, failing which the tenders will be **summarily** rejected. A label with following details shall be tagged on the sample sent.

(i) TNPDCCL Specification No:

(ii) Name of Tenderer with full address.

(iii) Brief description of the sample giving the catalogue No: or type,if any.

9.0 NOTE:

- 9.1. The name of manufacturer, with full address relating to the materials tendered for shall be clearly specified in the tender as well as in label tagged on sample sent. Tenderers not adhering to these instructions run the risk of having their tenders rejected summarily.
- 9.2. The TNPDCCL will not arrange for the clearance of the consignments of samples dispatched by Rail/Road. The TNPDCCL cannot be insisted upon for the acceptance of the samples. The samples should be taken back at the tenderer's own cost after receipt of due intimation from the TNPDCCL. Non clearance of sample boxes after receipt of due intimation from the Board will be at the tenderer's risk.
- 9.3. Even if the tenderer has previously submitted sample against any other tender, a fresh sample has to be supplied against this tender. The TNPDCCL is not responsible for any damages that may be caused to the sample at any time.

10.0 INSPECTION:

- 10.1 The purchaser's representative shall have free access at all times to the contractors works at any time during working hours for the purpose of inspecting the manufacturing and test of the materials covered by this specification.
- 10.2 Not exceeding 15 days advance intimation shall be given about the quantity of materials that will be ready for inspection. The arrangement for inspection shall be made by the supplier in such a way that the delivery schedule is kept up.
- 10.3 The material should be despatched only on further instruction from this office.
- 10.4 Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address to enable inspection by Board if considered necessary.
- 10.5 During the course of manufacture, purchaser's representative shall have the right to expedite and or inspect the materials, workmanship, labour and the progress of manufacture of the equipment on order and may reject any material which is defective or unsuitable for the purpose intended or which is not in accordance with the specification. Supplier, upon demand by the purchaser or his representative, shall remedy or replace such defective or unsuitable material.
- 10.6 Supplier shall provide all reasonable inspection facilities to purchaser's inspector. The supplier shall give notice of readiness so that the purchaser's representative may witness such final and acceptance tests before shipment. Purchaser's representative may at any time inspect and copy any or all test data. No material being furnished shall be shipped until factory inspection to the satisfaction of the purchaser and/or his representative had been made.
- 10.7 Such inspection and approval shall not relieve the supplier from full responsibility for furnishing equipment, conforming to the requirements of the purchase order nor prejudice any claim, right or privilege which the purchaser may have,

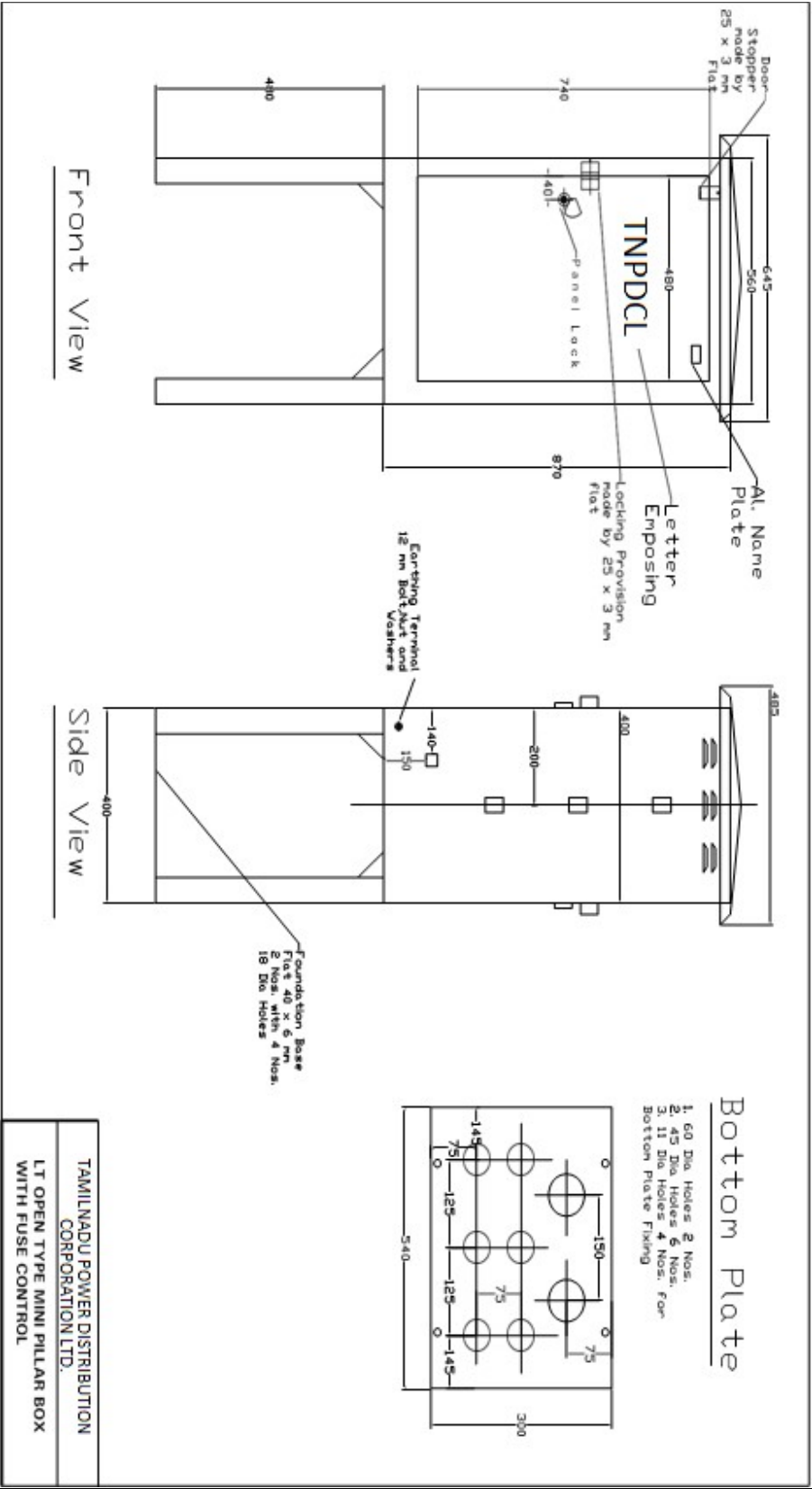
because of the use of defective or unsatisfactory equipment, should the inspection be waived by the purchaser, such waiver shall not relieve the supplier in any way from his contractual obligations.

- 10.8 All tests required including repeated tests and inspections, that may be necessary owing to the failure to meet any tests specified shall be made at supplier's expense. If the equipment fails to pass the tests specified, purchaser shall have option to reject them. Additional tests shall be made to locate the failure and reconstruction. Testing shall be repeated to prove that the rebuild equipment meets the requirements in all respects.

11.0 TESTS AT SITE:

- 11.1 The purchaser reserves the right of having such test as he may decide upon, being carried out at site at his own expenses to satisfy himself that the materials have not suffered any damage during transit.
- 11.2 Random samples of materials supplied will be tested departmentally, or through approved Government laboratory, if required at purchaser's cost, and for any non-conformity with samples already furnished then full supplies will be rejected. If the initial payment had already been made, the balance payment will be forfeited and any other losses or damages will also be claimed. Further supplies in such cases will be accepted and paid for only after satisfactory results of the testing of samples. In addition, the guarantee period will also be extended for subsequent supplies at the discretion of the purchaser.

DRAWING



SECTION -VII

SCHEDULES

Sl.No.	Contents
A	Price Schedule
B	Schedule of materials and delivery period
C1	Deviation from Technical Specification
C2	Deviation from Commercial Specification
D	Declaration Form
E	Statement of Supply orders Executed/ Under Execution during the past Ten Years as on the date of Tender
F	Guaranteed Technical Particulars
G	Questionnaire

PRICE SCHEDULE

SPECIFICATION No.M.238/2026-27

ALL PRICES IN RUPEES

Description	Quantity	HSN Code (***)	Unit Price in Rupees					
			Unit Ex-Works price	Packing and Forwarding Charges	Freight & Insurance charges*	CGST & SGST/IGST		All inclusive Unit FOR(D) Price ** (3+4+5+7)
			Rs. P.	Rs. P.	Rs. P.	In Perce ntage	Amount (3+4+5)*(6)/100	Rs. P.
1	2		3	4	5	6	7	8
LT Mini Pillar Box with Fuse Control			TO BE FILLED ON LINE IN BOQ FORMAT					

(*) Freight and Insurance charges including unloading at stores/site.

() For supply at the Destination Stores any where in Tamil Nadu.**

(*) While quoting the rates, the bidder shall indicate the HSN Code for all the tendered items as per GST Act.**

**COMPANY SEAL
DATE**

**SIGNATURE:
DESIGNATION:
COMPANY NAME:**

SCHEDULE-B

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

TENDERED QUANTITY = Nos.

Sl. No.	Description of material	Commencement period	Quantity Offered per Month in Nos. (After Commencement period)	Total Quantity Offered in Nos.
1.	LT Mini Pillar Box with Fuse Control	1 Month from the date of receipt of the Purchase order		

Company Seal:
Date:

Signature :
Designation :
Company Name :

SCHEDULE – C1
DEVIATION FROM TECHNICAL SPECIFICATION

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

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:
Date:

Signature :
Designation :
Company Name :

SCHEDULE – C2
DEVIATION FROM COMMERCIAL TERMS

All deviations from the commercial terms shall be filled in by the Tenderer, clause by clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:
Date:

Signature :
Designation :
Company Name :

SCHEDULE - D
DECLARATION FORM

To
The Chief Engineer/Materials Management,
TNPDC (Erstwhile TANGEDCO),
4th floor, Western Wing,
NPKRR Maaligai, Electricity Avenue,
144, Anna Salai,
Chennai – 600 002.

Dear Sir,

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

2. We hereby guarantee the particulars entered in the schedules attached to the specification.

3. In accordance with security deposit cum performance guarantee clause, Section-V, 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	:	SIGNATURE	:
DATE	:	DESIGNATION	:
COMPANY SEAL :		COMPANY	:

SCHEDULE - E

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

Sl. No.	Name and address of the organization	Description of material	P.O.NO. & Date	Qty.	Value of order in Rs. in Lakh	Scheduled date of completion of order	Actual date of completion of order	Whether PO copy furnished	Whether end user certificate furnished
1	2	3	4	5	6	7	8	9	10

COMPANY SEAL:

SIGNATURE :
DESIGNATION :
COMPANY :
DATE :

SCHEDULE – F
GUARANTEED TECHNICAL PARTICULARS (GTP) AND REQUIREMENTS
(To be filled by the tenderer in full shape)

Sl.No	Details	Required as per Specification	As offered by the Tenderer
1	Rated Voltage between phase	440 Volts	
2	Total No. of incoming circuits	4 x120 Sq.mm.	
3	Total No. of outgoing circuits	6 x 4 x 25 Sq.mm. or 18 x 2 x 16 Sq.mm.	
4	Rated current of incoming circuits in Amperes.	200 A	
5	Rated current of outgoing circuits in Amperes	200 A	
6	Whether used in A.C. or D.C.	A.C. 3 phase 4 wire 50 cycles system	
7	Number of Poles	Triple poles and Neutral.	
8	Thickness of steel sheet or the pillar box shell.	3.15 mm (10 Gauge)	
9	Bus bar assembly for each phase a) Aluminium flat size b) No of holes c) GI Stem Bolt, Nuts & washers d) No. of Al.lugs e) Hexogonal insulator	50 x 10 mm 13 mm dia. - 2 Nos. 11 mm dia. - 4 Nos. 155x12mm - 3 Nos. 50x10 mm - 4 Nos. 35 sqmm. – 4 Nos. 3 Nos.	
10	Neutral bus bar Al. flat of adequate Length with holes as per sketch . a) neutral connecting bolts,nuts & washers	50 x 10 mm 13mm dia. holes 37 x 12 mm bolts – 6 Nos.	

DATE :
PLACE :

SIGNATURE OF THE TENDERER
NAME :
DESIGNATION:
(SEAL OF THE COMPANY)

SCHEDULE - G
QUESTIONNAIRE
(TO BE KEPT IN THE "COMMERCIAL AND TECHNICAL BID")

INSTRUCTIONS:

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

S.No.	PARTICULARS	BIDDERS'S RESPONSE
1.	Name and Address of the Firm/Company	
	a. Registered Office	
	b. Factory/Works Address	
	c. Fax. No:	
	d. e-mail Id:	
	e. Contact No.	
2.	Name, Designation and Address of the person signing the tender.	
3.	a. Whether the Company is Small /Medium /Large Scale Unit.	
	b. If SSI Unit, whether registered with Udyam	YES/NO
	c. Whether the company is located inside Tamil Nadu	YES/NO
	d. Legal Status of the Firm/Company	
	e. Permanent Account Number- PAN	
	f. GSTIN	
4a.	Confirm whether tenderer is a manufacturer of LT Mini Pillar box having manufacturing facility in India	YES/NO
b.	Details of documents furnished towards proof for manufacturer	Mention the details of documents furnished
5a.	The bidder shall have supplied a minimum of 750 Nos. of LT Mini Pillar box or higher size pillar boxes in the past ten years to State Electricity Boards/ State Power Utilities /Central/State Public Sector undertakings in India as on the date of tender opening.	YES/NO
b.	Whether the copies of POs along with end user certificate for satisfactory supply uploaded.	YES/NO
c.	Whether the end user certificates for satisfactory performance of 375 nos. Mini Pillar boxes for a continuous period of two years uploaded.	
6a.	Annual Turnover of the bidder during last three years (2022-23,2023-24 & 2024-25).	2022-23: 2023-24: 2024-25:
b.	Whether Audited financial statements (or) Annual turnover certified by the practicing Chartered Accountant (or) attested copy of income tax statements furnished.	YES/NO

S.No.	PARTICULARS	BIDDERS'S RESPONSE
7.	EARNEST MONY DEPOSIT:	
	a. Whether e-payment through on line i. If Yes, e-Proc Ref.No. /Bank Ref.No. ii. Whether scanned copy of the on line payment details uploaded.	YES/NO YES/NO
	b. Whether EMD furnished in the form of e-Bank Guarantee i. If Yes, e-BG Details ii. Whether scanned copy of the BG uploaded.	YES/NO e-BG No , Date, Name of Bank & Validity YES/NO
	c. If exempted from payment of EMD, i. Whether the bidder is Micro/SSI unit located in Tamil Nadu ii. Whether registered under Udyam Portal for the tendered item. iii. Whether Udyam Registration Certificate uploaded iv. Whether Undertaking in lieu of EMD uploaded v. Whether documents in support of investment held in plant and machinery and Annual turnover uploaded.	 YES/NO YES/NO YES/NO YES/NO YES/NO
	d. If PEMD holder of Rs.20 Lakhs and above with TANGEDCO Head Quarters, held on or after 03.12.2021. i. Whether Scanned copy of proof of PEMD uploaded ii. Whether undertaking in lieu of EMD uploaded	 YES/NO YES/NO

S.No.	PARTICULARS	BIDDERS'S RESPONSE
8.	VALIDITY:	
	Whether your offer is valid for 90 days from the date of tender opening of Commercial / Technical Bids (Offers with validity period of less than 90 days are liable to be rejected)	YES/NO
9.	PRICE:	
a.	Whether the price quoted is firm	YES/NO
b.	Whether the following break-up details for the quoted Unit Price have been mentioned: Unit Ex-Works Price, Freight and Insurance (Firm), Packing & Forwarding charges per unit (Firm price)	YES/NO
c.	Whether SGST/CGST/IGST (in Percentage and Amount) applicable has been mentioned	YES/NO
d.	Whether you are agreeable, in case of delayed delivery, the GST prevailed on the date of actual delivery or the GST applicable on the date of contractual date of delivery whichever is less shall only be payable.	YES/NO
e.	Confirm that Freight & Insurance charges quoted are applicable for delivery to TNPDCLE(erstwhile TANGEDCO) stores/sites in Tamil Nadu.	YES/NO
10.	Whether you are agreeable for the following clauses specified under SECTION- V of the specification:	
a.	Price (Clause-7.0)	YES/NO
b.	Payment terms (Clause-10.0)	YES/NO
c.	Security Deposit cum Performance Guarantee (Clause-11.0)	YES/NO
d.	Delivery (Clause-12.0)	YES/NO
e.	Liquidated Damages.(Clause-17.0)	YES/NO
f.	Guarantee. (Clause-19.0)	YES/NO
g.	Recovery of dues to TNPDCLE (erstwhile TANGEDCO) (Clause-25.0)	YES/NO
h.	Jurisdiction for Legal Proceedings.(Clause- 41.0)	YES/NO
11.	Quantity Offered	 Nos.

DATE :
PLACE :

SIGNATURE OF THE TENDERER
NAME :
DESIGNATION:
(SEAL OF THE COMPANY)

UNDERTAKING

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

DATE :
PLACE :

SIGNATURE OF THE TENDERER
NAME :
DESIGNATION:
(Seal of the company)

SECTION- VIII

ANNEXURES

Sl.No.	CONTENTS
I	Undertaking In Lieu of E.M.D.
II	Undertaking towards Jurisdiction for Legal Proceedings
III	Proforma of Bank Guarantee for SD cum Performance
IV	Declaration Form for Input Tax Credit Benefit
V	Tender Acceptance Letter
VI	Undertaking towards Recovery of Dues to TNPDC
VII	Format of Bank Guarantee for E.M.D
VIII	Guidelines for releasing GST portion to suppliers / Contractors
IX	Declaration pursuant to Section 206AB

ANNEXURE-I
UNDERTAKING IN LIEU OF E.M.D.
(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs.500/-)

THIS DEED OF UNDERTAKING executed at.....

..... on thisday of
..... hereafter called 'TENDERER' (which expression shall where the context so admits mean and include their Agents, Representatives, Successors – in – office and Assigns).

TO AND IN FAVOUR OF THE TAMIL NADU POWER DISTRIBUTION CORPORATION LIMITED(erstwhile TANGEDCO), a corporation incorporated under companies act , 1956 and a subsidiary of TNEB Ltd., having its office at NPKRR Maaligai , 144, Anna Salai, Chennai – 600 002, herein called the "TNPDC" (erstwhile TANGEDCO) (which expression shall where the context so admits mean and include its successors in office and Assigns)

WHERE AS the Tenderer is required to pay Earnest Money Deposit of Rs...../- (Rupees.....Only) for participation in the tender for supply of in terms of Specification No.....

AND WHERE AS the Tenderer is exempted by the TNPDC from payment of EMD in the form of cash, subject to the tenderer executing an undertaking to the value of Rs...../- (RupeesOnly) representing the amount equivalent to the amount of EMD specified to be paid to the TNPDC(erstwhile TANGEDCO) in the event of non-fulfillment of breach of any of the conditions of the tender by Tenderer as mentioned hereunder.

AND WHEREAS in consideration of the acceptance by the TNPDC(erstwhile TANGEDCO) of the above proposal, the tenderer has agreed to pay to the TNPDC(erstwhile TANGEDCO) the said amount of Rs...../-(RupeesOnly) in event of –

1. Withdrawing his tender before the expiry of the validity period OR
2. Withdrawing his tender after acceptance , OR
3. Violating any of the conditions of the tender issued by the competent authority.

NOW THIS UNDERTAKING WITNESETH that in pursuance of the said agreement the Tenderer hereby doth covenant with the TNPDC (Erstwhile TANGEDCO) that in consideration of the "TNPDC"(Erstwhile TANGEDCO) waiving the condition of payment of EMD in cash in terms of the said specification, the Tenderer has agreed to pay to the TNPDC Rs. (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 conditions of the tender issued by the competent authority.

NOW THE CONDITIONS OF THE above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the conditions 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 guarantee till the contract is completed under the terms of contract.

The expression, 'TENDERER' and the 'TNPDC' (Erstwhile TANGEDCO) hereinafter before used shall include their respective successors and assigns in office.

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

SIGNATURE :
NAME IN BLOCK LETTERS :
SEAL OF THE COMPANY :

In the presence of Witnesses :

1. Signature

(Name and Address)

2. Signature

(Name and Address)

ANNEXURE - II

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS **(TO BE FILLED BY THE TENDERER IN A NON-JUDICIAL STAMP PAPER OF** **VALUE NOT LESS THAN Rs.500/-)**

THIS DEED OF UNDERTAKING executed at.....on this day of by M/s..... a company registered under Companies Act, 1956 having its Registered Office athereinafter called the "TENDERER" (which expression shall where the context so admits mean and include its successors in office and assigns) with the TAMIL NADU POWER DISTRIBUTION CORPORATION LIMITED, (Erstwhile TANGEDCO) a corporation incorporated under companies act , 1956 and a subsidiary of TNEB Ltd., having its office at 144, Anna Salai, NPKRR Maaligai, Chennai – 600 002, hereinafter called the purchaser (which expression shall where the context so admits mean and include its successors in office and assigns).

WHERE AS the contract is for the supply ofin terms of the Purchase Order No.....Dated.....AND WHEREAS in accordance with clause (Payment Clause) and Clause (Jurisdiction for Legal Proceedings) 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 supplier 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.

In consideration of the TNPDCLE(Erstwhile TANGEDCO) having agreed to accept the undertaking, the undertakes 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 the High Court, Chennai, City Civil court at Chennai or the Court of Small Causes at Chennai. It is also agreed that no other court shall have the 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 arises within the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of Courts outside Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in Court within the State of Tamil Nadu and no other Court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such Courts.

IN WITNESS WHERE OF THIRU..... of the Tenderer hereby put his hand and seal for the Undertaking in the presence of the following witnesses.

SIGNATURE OF THE TENDERER WITH SEAL

In the presence of Witnesses :

1. Signature
(Name and Address)

2. Signature

ANNEXURE- III
(To be submitted after award of contract)
PROFORMA OF BANK GUARANTEE FOR
SECURITY DEPOSIT CUM PERFORMANCE

(To be stamped in accordance with stamp Act)

To

The Chief Engineer, Materials Management
TNPDC (Erstwhile TANGEDCO),

GUARANTEE NO.:
VALUE OF GUARANTEE:
GUARANTEE COVER FROM:
LAST DATE FOR LODGEMENT OF CLAIM:

THIS DEED OF GUARANTEE made on thisday ofTwo thousand and by the bank of (hereinafter called "The Bank") to and in favour of the TAMILNADU POWER DISTRIBUTION CORPORATION LTD, a corporation incorporated under companies act , 1956 and a subsidiary of TNEB Ltd., having its office at NPKRR Maaligai, 144, Anna Salai, Chennai – 600002 represented by the Chief Engineer / Materials Management (hereinafter called "The Purchaser").

WHEREAS M/s. (herein after called "the Contractor") have by virtue of Contract entered into with the Purchaser as per the Lr. No.dt..... agreed with the purchaser for Supply of LT Mini pillar box in accordance with the terms and conditions of the contract.

AND WHEREAS in accordance with the terms of the contract in Lr. No. dt..... the Contractor has to pay a sum of Rs...../- (Rupees only) as security deposit cum performance guarantee from a nationalized bank.

AND WHEREAS the Contractor has requested the Purchaser to accept the Bank Guarantee in lieu of Security Deposit cum Performance Guarantee for a sum equivalent to five percent of the value of the contract for the satisfactory performance of the contract.

AND WHEREAS the Bank has at the request of the contractor, agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specification indicated in the terms and conditions in the Lr. No. dt.

NOW THIS DEED WITNESSES AS FOLLOWS:

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

PROVIDED that the liability of the bank under this deed shall not at any time exceed the amount of Rs...../- (Rupeesonly)

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

2. The Bank further undertakes to indemnify the Purchaser to the extent of Rs...../- (Rupees..... only) against any loss or damage that may be caused or suffered by the Purchaser by reason of any breach of the terms and conditions of the said Lr. No. dt.
3. The Guarantee herein contained shall remain in force till the terms and conditions of the Lr. No.dt..... have been fully and properly carried out by the said Contractor and in any case, the Guarantee shall not hold good after (date of expiry of Guarantee).
4. The Bank further agrees with the Purchaser that the Purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the bank hereunder) to vary any of the terms and conditions of the Contract or to extend the time of performance of the contract by the said Contractor for time to time or to postpone from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved of its liability by reason of any such variation, or extension being granted to the said contractor or by reason of any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor or by any such matter or thing whatsoever which under the Law relating to sureties would but for these provisions have the effect of so relieving the Bank.
5. Any account settled between the Purchaser and the Contractor shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.
6. The expressions "Bank", "Contractor" and "The Purchaser" herein before used shall include their respective successors and assigns.

NOTWITHSTANDING anything contained herein above

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-
(Rupees.....only)
- (b) This Bank Guarantee shall be valid up to and
- (c) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before, the expiry of this Guarantee.

IN WITNESS WHEREOF THIRU.....for and on behalf
of the Bank has signed this Deed on the day, month and year first above written.

Confirmation of issue of this Bank Guarantee should be sought for by the beneficiary
from our Regional office at the following address:

SIGNATURE

WITH THE SEAL OF THE BANK

(Name in Block letters)

IN THE PRESENCE OF WITNESS:

1.

(Name in Capital with Address)

2.

(Name in capital to be super scribed with
Designation office address or residential address)

ANNEXURE- IV
Declaration Form for Input Tax Credit Benefit

(To be Submitted by the bidders in NJS paper of value not less than Rs.500/-)

To

The Chief Engineer/Materials Management
TNPDCLE(erstwhile TANGEDCO)

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

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

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

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TNPDCLE by way of commensurate reduction in prices and as such we hereby declare that we are extending Rs.-----/- of % as rebate in my quoted 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 TNPDCLE failing which TNPDCLE may take appropriate action

Signature of the bidder with Company Seal

Witness with address:

- 1)
- 2)

Note: Bidder may strike out the para not applicable

ANNEXURE – V
(To be signed with company seal on letter head and uploaded in the technical Bid)

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head) Date:

To,

The Chief Engineer, Materials Management
TNPDCLE(erstwhile TANGEDCO)

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-VI

UNDERTAKING TOWARDS RECOVERY OF DUES TO TNPDC (TO BE FURNISHED BY THE TENDERER IN A NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs.500/-)

THIS DEED OF UNDERTAKING executed at.....on this.....day of
.....by

M/s..... hereinafter called
the "TENDERER" (which expression where the context so admits mean and include
their agents, their representatives, successors in office and assigns).

TO AND IN FAVOUR OF THE TAMIL NADU POWER DISTRIBUTION CORPORATION
LIMITED, (Erstwhile TANGEDCO) a corporation incorporated under companies act ,
1956 and a subsidiary of TNEB Ltd., having its office at NPKRR Maaligai, New No.
144, Anna Salai, Electricity Avenue, Chennai – 600 002, hereinafter called the
"TNPDC" (which expression shall where the context so admits mean and include the
successors in office and assigns).

WHEREAS the TNPDC(Erstwhile TANGEDCO) has called for an undertaking from the
Tenderer empowering the TNPDC(Erstwhile TANGEDCO) to recover the dues if any,
NOW THIS UNDERTAKING WITNESSETH that the TNPDC(Erstwhile TANGEDCO) is
empowered to recover any dues against this contract in any bills /Security Deposit /
E.M.D. due to the Tenderer either in this contract or any other contracts with the
TNPDC. Further, the Tenderer hereby authorizes the TNPDC(Erstwhile TANGEDCO)
to recover any dues against any other contract of the Tenderer with the
TNPDC(Erstwhile TANGEDCO) /TANTRANSCO/TNEB Ltd with the available amount
due to the Tenderer against this contract.

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

SIGNATURE OF THE TENDERER.

In the presence of witnesses.

1. Signature

(Name in capital letters with address)

2. Signature

(Name in capital letters with address)

ANNEXURE-VII

FORMAT OF e-BANK GUARANTEE FOR E.M.D.

(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs.500/-)

Beneficiary: The Chief Engineer, Materials Management,
Tamil Nadu Power Distribution Corporation Limited, (Erstwhile TANGEDCO)
4th Floor, WESTERN WING, N.P.K.R.R. Maaligai,
New. No:144, Anna Salai, Chennai – 600 002.

Date:

Bid Guarantee No:

We have been informed that M/s..... (here after called "the bidder") has submitted to you its bid dated (herein after called, "the bid") for TNPDC (Erstwhile TANGEDCO) e-Tender Specification No:

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

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

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

b) having been notified of the acceptance of its bid by the TNPDC (Erstwhile TANGEDCO) during the period of validity

i. fails or refuses to execute the contract form, if required ,or

ii. fails or refuses to furnish the Security deposit cum performance Bank Guarantee, in accordance with the instructions to Bidders.

This Guarantee will expire:

a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the bidder and the security deposit cum Performance Bank Guarantee issued to upon the instruction of the bidder and

b) if the bidder is not successful Bidder, upon the earlier of

i. our receipt of copy of the notification to the Bidder of the name of the successful Bidder or

ii. Six months after the expiration of the Bidder's Bid.

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

2. The Bank Guarantee shall be valid up to

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before (mention period of the guarantee as found under clause (2) above plus claim period)"

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

In the presence of witnesses:

1.

2.

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

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

ANNEXURE- VIII

Guidelines for releasing GST portion to suppliers / Contractors:

As per GST guidelines TNPDC (Erstwhile TANGEDCO) / 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 GST 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 (Erstwhile TANGEDCO) in the earlier processed quarter has been updated and exhibited in GSTR-2A.

If discrepancies arise 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-IX

Declaration pursuant to Section 206 AB **(To be obtained from applicable Suppliers- Company Letter Head)**

This is to declare that(Name of the supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2023-24 and 2024-25 (FY 2022-23 and FY 2023-24) and we shall file the ROI for Assessment Year 2026-27 (Financial Year 2025-26) within the due date as per the provisions of the said Act.

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

Place :

Date :

(Authorized Signatory)
Signature & Seal
