



TAMIL NADU POWER GENERATION CORPORATION LIMITED

Specification for the Supply of Boiler Burner Tilt Pneumatic Actuator for Unit-I & II.

-

(Through NIC Platform)

SPECIFICATION NO CE-03/2026-27

**OFFICE OF THE CHIEF ENGINEER
NORTH CHENNAI THERMAL POWER STATION-I
CHENNAI-120**

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

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

REGISTRATION:

- 1) The prospective bidders can submit bids through online. However, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
- 2) As part of the enrolment process, the bidders are 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 details would be used for any communication from the e-Portal.
- 4) Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 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 can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

7) Correspondence details :

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

e-mail : support.etender@nic.in
Contact No. : 044 – 24466495
24902580 Extn:332
24917850

For queries related to tender enquiry / specification:

- 1) EE S&I/NCTPS-I
Contact No. 044 2795 0061 to 70
- 2) AEE/AE/NCTPS-I
Contact No. 044 2795 0061 to 70
Email : eesinctps@tnebn.net

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- 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 Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 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 (NIC).

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

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

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

ELECTRONIC SUBMISSION OF BIDS:

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

Procedure for submission of bids:

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

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 EMD amount.

4) The scanned copy of payment made through RTGS/NEFT or by way of account transfer towards EMD amount has to be uploaded. TNPCL, shall not be responsible for any delay in uploading the proof of EMD by any mode.

5) A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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 tender documents become readable only after the tender opening by the authorized bid openers.

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

The L1 tenderer have to submit one hard copy of the electronically submitted bid documents along with original Bond wherever applicable excepting the price schedule.

10) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

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

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

Modification and withdrawal of bids:

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

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

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

ASSISTANCE TO BIDDERS:

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.

Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

::TNPGL ::
TAMIL NADU POWER GENERATION CORPORATION LTD.

CE - 03/2026-27/NCTPS-I

TENDER SPECIFICATION ABSTRACT
(OPEN TENDER - TWO PART SYSTEM)

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

1	Tender Specification No.	CE- 03/2026-27/NCTPS-I
2	Name of the Material	Supply of Boiler Burner Tilt Pneumatic Actuator for Unit-I & II.
3	Quantity	08 Nos.
4	Method of Tender	Open Tender (Two-Part) system through E-Tender Online Techno Commercial Bid (PART-I) and Price Bid (PART-II), through M/s. NIC Web portal https://tntenders.gov.in/nicgep/app
5	a) Earnest Money Deposit	Rs.19,400/- (Rupees Nineteen Thousand and Four Hundred only) to be paid through Online mode or e- Bank Guarantee. i.e., Online Payment provision available at NIC Portal itself under bid submission window through the Common pool account by integrating the payment Gateway services of State Bank of India.
	b) Permanent EMD for Tenders of value	Permanent EMD of Rs. 20 lakhs/- or above
6	URL for online bid submission for e-tender	https://tntenders.gov.in/nicgep/app
7	Last date for submission of EMD	17.08.2026 up to 14.00 Hrs.
8	Date & Time of closing of online e-tender for submission of techno commercial bid & price bid	17.08.2026 up to 14.00 Hrs.
9	Date & Time of opening of tender electronically	18.08.2026@ 14.30 Hrs.
10	Specification at website	The tender specification will be placed at the following web sites. The prospective bidders may download the same. TANGEDCO : www.tangedco.gov.in NIC : https://tntenders.gov.in/nicgep/app
11	Documents to be uploaded by the Tenderers during e-submission	e-Receipt/ Evidence for PEMD / Evidence for EMD exemption, Schedules A to J and Annexure I to VIII and other documents whichever is applicable to be uploaded Prices should be quoted online as per Schedule 'B' only. BOQ
12	Bid Qualifying Requirements	Refer Section – II
13	Rejection of Tenders	Refer Section – III
14.	Purchase preference to Enterprise owned by Scheduled Castes or Scheduled Tribes	Refer Clause 17.5 of Section -IV
15	Address for any clarification	The Superintending Engineer, Purchase & Administration, North Chennai Thermal Power Station-I, Chennai-120. Any clarification in the tender shall be sought through email before 48 Hrs. of closing date and time of submission of tender. Email id : sepanctps@tnebnnet.org Contact No : 044 – 27950056

	COMMERCIAL TERMS & CONDITIONS	
16	GSTIN	GSTIN Number shall be furnished in the offer
17	Tender sample	Not Applicable
18	Validity	180 Days from the date of tender opening As per Clause 5.0 of Section V.
19	Payment Terms	100% of all inclusive price (including GST) will be paid within 45 days after receipt of materials in good condition at NCTPS-I stores (As per Clause 11.0 of Section V)
20	Delivery Period	Bulk Supply: Within 02 Months from the date of receipt of Purchase Order. (As per Clause 13.0 of Section V)
21	Liquidated Damages	As per Clause 15.0 of Section V
22	Test Certificate	As per Clause 20.0 of Section V
23	Inspection	As per Clause 25.0 of Section V
24	Guarantee	As per Clause 21.0 of Section V
25	Security Deposit cum PG	As per Clause 23.0 of Section V
26	Jurisdiction to legal proceedings	Undertaking as per Annexure (II) on a non-judicial Stamp Paper of value Rs.500/- shall be furnished along with the offer
27	Detailed TNPGL's Terms and Conditions furnished in Section I to VI, except the clauses which are mentioned "Not applicable" in Tender Specification Abstract, may be followed.	
28	Specific concurrence or otherwise to the technical specifications and general terms and conditions outlined in the specification should be furnished in the tender. FAILURE TO DO SO WILL BE TAKEN AS CONCURRENCE TO THE TERMS AND CONDITIONS MENTIONED IN THE SPECIFICATION.	
29	The TamilNadu Transparency in Tender Act 1998 and the Tender Transparency in Tender Rules in 2000 and Tender Regulations and subsequent amendments are applicable in this tender.	
30	Any technical clarification/Negotiation raised any TNPGL should be replied within 48 Hrs from the receipt of letter.	

NOTE TO BIDDERS: "Recently, NCTPS-I/ TNPGL have migrated to the new 'NIC' Portal (<https://tntenders.gov.in/nicgep/app>), where **EMD Payment is only applicable ON Line Mode** (i.e.,) the Common pool account by integrating the payment Gateway services of State Bank of India".

Sd.dt.xxxx
CHIEF ENGINEER/NCTPS-I, (FAC)

Encl: 1) Section – I to VI, 2) Schedules A to J, 3) Annexure – I to IX

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SECTION -I

EARNEST MONEY DEPOSIT

- 1) Intending Tenderer should pay an EMD amount as specified in the Tender Specification Abstract.
- 2) The Earnest Money Deposit of **Rs.19,400/- (Rupees Nineteen Thousand and Four Hundred only)** should be paid through Online mode. i.e., Online Payment provision available at NIC Portal itself under bid submission window through the Common pool account by integrating the payment Gateway services of State Bank of India. Scanned copy of the E-receipt generated shall be uploaded.

The EMD amount has to be paid before the due date of submission of tender (i.e on or before 17.08.2026/14.00 Hrs.).

3) PEMD holder of Rs.20 Lakhs and above is eligible to participate in this tender. Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TNPGL as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller / NCTPS and upload copy of the same along with the tender. PEMD for TANTRANSCO will not be considered. PEMD holder shall also upload an undertaking in a non judicial stamp paper not less than Rs.500/-.

3.a) The tenderers, who have valid permanent EMD holder with TNPGL erstwhile TANGEDCO, for an amount of Rs.20,00,000/- are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender."

4) e- Bank Guarantee

4.1. The EMD in the form of electronic Bank Guarantee (e-BG) with one year validity is also acceptable.

4.2. EMD in the form of Physical bank guarantee is NOT acceptable. The electronic Bank Guarantee (e-BG) towards EMD shall be in the form of an irrecoverable e-Bank Guarantee on non-judicial stamp paper of value not less than **Rs.500/- as per the proforma enclosed as Annexure-IX of this specification obtained from any one of bank enabled in the NIC Portal**

4.3. The scanned copy of the e-B.G shall be uploaded with the Bid.

4.4. The e-Bank Guarantee shall be valid for one year failing which the offer will be summarily rejected.

4.5. The e-receipt of payment of EMD through online payment in the Government portal should be uploaded by the bidder during submission of Techno-commercial bid failing which the offer will be summarily rejected

The EMD will not carry any interest.

Only Online Mode of payment shall be accepted , i.e., the Common pool account created by the Finance Department, Government of Tamil Nadu by integrating the payment Gateway services of State Bank of India.

The tenders shall be rejected, if EMD Payment is not made in the prescribed manner as above.

5) EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (ONLY SSI UNITS located in TAMIL NADU):-

- i) *"Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate or any other valid registration certificate/proof as notified by the Government of India in respect of the items manufactured by them for participation in the tenders floated by the Government Departments, State Public Sector Undertakings, Statutory Boards, Local Bodies, Co-operatives, Universities and Societies formed by the Government and whenever it is deemed necessary, the procuring entity may inspect the unit and safety themselves with regard to verifying the credentials of the applicants on the line of activity pursued by such manufacturers, quality and production capacity and other relevant factors"*

Note: As per Govt of Tamil Nadu, vide G.O.Ms.No.199, Finance(Salaries) Department, dated 27.06.2022, the SSI units outside the state of Tamil Nadu are not eligible for exemption from payment of EMD in TNPGL tenders against Udyam Registration Certificate even though registered in Udyam Portal for tendered items.

REGISTRATION OF MICRO, SMALL & MEDIUM ENTERPRISES BY COMPOSITE CRITERIA IN UDYAM REGISTRATION & GUIDELINES:

5.1 Classification of Enterprises:

As per the Ministry of Micro, Small and Medium Enterprises, GOI Notification No S.O 2119(E) dt. 26.06.2020 the enterprises are classified as:

- i) **A Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 1 Crore (one crore Rupees) and turnover does not exceed Rs. 5 Cr. (Rupees five Crore);
- ii) **A Small Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 10 Cr. (Ten crore Rupees) and turnover does not exceed Rs. 50 Cr. (Rupees fifty Crore); and
- iii) **A Medium Enterprise**, where the investment in plant and machinery or equipment does not exceed Rs. 50 Cr. (Fifty crore Rupees) and turnover does not exceed Rs.250 Cr. (Rupees Two Hundred and Fifty crore).

5.2 Calculation of Turnover:

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

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

5.3 Calculation of Investment:

The Plant and machinery as assigned to the plant machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the Explanation I to sub section (1) of section 7 of the Act shall be excluded from the calculation of the amount of Investment in Plant and Machinery.

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

5.4 Composite Criteria of investment and turnover for classification:-

1. A Composite criterion of investment and turn over shall apply for classification of an enterprise as micro, small or medium.
2. If an enterprises crosses the ceiling limit specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover subject to transition period in classification as specified in Clause 7.5.
3. All units with Goods and Services Tax Identification Number (GSTIN) listed against the same permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

5.5 Updating and transition period in classification:

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self-declaration basis. In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration. In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

REFUND OF EMD :-

(i) The Earnest Money Deposit paid by the unsuccessful bidders will get refunded from the Common pool account created by the Finance Department, Government of Tamil Nadu after finalizing the tender and issuance of P.O/AOC

(ii) The EMD amount deposit will be refunded to the successful tenderers on receipt of the detailed Purchase order and also after acceptance of Security cum Performance Guarantee.

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

I. Copy of Udyam Registration Certificate or any other valid registration certificate/proof as notified by the Government of India in respect of the items manufactured by them for participation.

II.a. The tenderer shall upload a Chartered accountant certificate with UDIN towards annual turnover and another certificate with UDIN for calculation of investment on Plant and Machinery specified in the explanation I to sub – section (1) of section 7 of Income tax rules 1962 framed under the Income tax Act 1961, as per the recent MSME Notification No S.O 2119(E) dt. 26.06.2020.

b. The tender shall upload the CA certificates for Audited Annual Accounts, Annual Turnover Certificate along with the UDIN to evidence the fulfilment for EMD exemption conditions.

III. Those tenderers under exempted Category from payment of EMD shall upload an undertaking in lieu of EMD in a non-judicial Stamp paper of value not less than Rs.500/- (Rupees Five Hundred only) in the form as per Annexure-I to the effect to pay penalty an amount equivalent to EMD/ Security Deposit or an amount equal to the actual loss incurred by the procuring entities whichever is less in the event of non – fulfilment or non- observance of any of the conditions stipulated in the contract.

7) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES:-

- i) If the documentary evidences towards Exemption from payment of EMD are not uploaded.
- ii) If the tendered items are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- iii) If not furnished the chartered accountant certificate **with UDIN** for investment held in Plant and Machinery or Equipment and Annual turnover value.
- iv) If the SSI units located outside the state of Tamil Nadu availed for EMD exemption.
- v) If the proof of exemption of EMD with an undertaking in lieu of EMD not uploaded.
- vi) If the EMD undertaking is not signed / authenticated in all pages of undertaking.
- vii) If the undertaking is without Signature of witnesses along with details of their name and address.

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

- i) The proof for payment of EMD.
- ii) The proof of exemption of EMD with an undertaking in lieu of EMD and chartered accountant certificate **with UDIN** for investment held in plant and machinery or Equipment and Annual turnover value.
- iii) The proof of Permanent EMD Holder.

9) The Earnest Money Deposit made by Tenderer will be forfeited on the following conditions :

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

SECTION- II
BID QUALIFYING REQUIREMENTS
SPECIFICATION.NO. CE-03/2026-27/NCTPS-I

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

1.	The bidder should be a Manufacturer or authorized dealer of Pneumatic or Electrical Actuators.
2.	The bidder or Manufacturer should have supplied Pneumatic or Electrical Actuators within the last ten years from the date of tender opening to any one of the 210 MW or above unit capacity thermal power stations of TNPGL / TANGEDCO /TNEB/PSU/OSEBS/Govt.Organization/Govt. Undertakings/ in their own name for a value not less than Rs.4,85,600/- in single order.
3.	The bidder should furnish performance certificate from end user for the above executed order. In case the bidder executed order to TANGEDCO / TNPGL/ TNPDL/ TNGEL/TNEB the performance certificate from end user will be obtained by tender inviting authority.
4.	The bidder's annual turnover should be more than Rs.4,85,600/- in any one of the last three financial years (2022-23, 2023-24 & 2024-25)
5.	a) In case of companies registered under companies act, the copy of the Audited financial statements like Profit & loss account and balance sheet for the above mentioned three years shall be certified by the practicing Chartered accountant with UDIN. (or) b) In case of others, copy of income tax statement or GST Turnover statement for above mentioned three years shall be certified by the practicing Chartered accountant with UDIN.

NOTE TO BQR:

- (1) Documentary evidences in support of all the above BQR criteria shall necessarily be uploaded.
- (2) The tenderer shall upload the CA certificate along with UDIN for Audited Annual Accounts and Annual Turnover Certificate
- (3) In the event of documents uploaded against the above tender being found to be bogus or the documents contain false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders / contracts in TNPGL, TNPDL, TNGEL, TANTRANSCO/ TNEB LIMITED.
- (3) The experience as the main contractor shall only be considered for satisfying the experience criteria specified in the BQR and the experience as a sub contractor shall not be considered for the purpose and the offer of such tenderers shall be summarily rejected.
- (4) The offer of the bidders who have **stated to be previous suppliers** of TNPGL /TNPDL/ TNGEL /TANGEDCO/TANTRANSCO/TNEB will be considered for further evaluation, even though they have not uploaded copies of Purchase Orders or End user certificate etc., after ensuring with concerned Purchase Orders placing authorities.
- (5) i) Previous P.Os of other than TNPGL /TNPDL/ TNGEL /TANGEDCO/TANTRANSCO/TNEB shall necessarily be uploaded with relevant end user certificates.
ii) Inspections reports / supply completion reports of the P.Os towards end user certification will not be considered. There should be specific remarks on the performance of the supply made.
iii) In case of dealership certificates, valid scanned copy shall be uploaded.

Sd.dt.xxxx
CHIEF ENGINEER/NCTPS-I, (FAC)

SECTION- III
REJECTION OF TENDER

- A) Tender will be summarily rejected if,
- 1) Received by Post / Courier/ E-mail and any other mode other than e-submission.
 - 2) Received with EMD in **Any other mode of payment other than the payment**

Gateway services of State Bank of India

- 3) Not accompanied by the requisite EMD or proof of EMD exemption.
- 4) The SSI UNITS located outside the state of Tamil Nadu. (EMD exemption not eligible)
- 5) Not accompanied by undertaking in lieu of EMD, where EMD is exempted.
- 6) Does not meet Bid Qualification Requirement.
- 7) Received from any blacklisted firm or contractor by TNPGL / TANGEDCO/TANTRANSCO/TNPDL/ TNGEL/ PSU's/Govt Organizations.
- 8) Received from a tenderer whose past performance / Vendor Rating is not satisfactory.
- 9) Offer is made for the part of the materials and not the whole of the material covered under the specification for the tendered item as a whole event.
- 10) The documents furnished with the offer being found to be bogus or the documents contain False particulars.
- 11) Not accompanied with tender sample if requested and not in conformity with TNPGL's technical specification.
- 12) Received from a tenderer who is directly or indirectly connected with Government service or TNPGL / TANGEDCO/TANTRANSCO/TNPDL/ TNGEL/ PSU's/Govt Organizations service or service of Local Authority.
- 13) Price is indicated in Techno-commercial bid
- 14) Incomplete and evasive offer.
- 15) Not in the prescribed Form & Procedure
- 16) Whose permanent EMD is not adequate for this tender.
- 17) Offer received from joint venture/consortium

B) Tender is LIABLE for rejection if,

- 1) received without GSTIN NUMBER
- 2) Not in conformity with TNPGL's technical Specification and commercial terms
- 3) With validity period less than that specified in the specification.
- 4) If Questionnaire as per **schedule F** and Tender Acceptance letter as per **schedule G** are not duly filled and signed by the tenderer.
- 5) Not containing all required particulars as per schedule A to J.
- 6) Not accompanied with descriptive literature and Pamphlet of the material along with the offer.

SECTION- IV

GENERAL TERMS AND CONDITIONS

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

2.0 SUBMISSION OF OFFER:

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

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

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

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

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

3.0 SUBMISSION OF TENDER SAMPLE: -Not Applicable

4. QUESTIONNAIRE FILLING

A Questionnaire is appended as Schedule-F in this specification for Bid Qualification Requirements, Commercial and Technical details. It is obligatory on the part of the tenderer to furnish all details as per the "Questionnaire".

5.0 MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

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

5.2 In case any tenderer asks for a clarification on the tender documents before 48 hours of closing date and time of submission of tender, SE/P&A/NCTPS-I/ Chennai-120 will clarify the same.

5.3 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by SE/P&A/NCTPS-I/Chennai-120, on the clarifications will be final and binding on the Tender.

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

5.5 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or 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.

6.0 QUOTATION OF RATES:

6.1 Rates should be quoted figures i.e., integers only.

6.2 Offers giving lump sum price, without giving their breakup as per details indicated in the attached Price Schedule-B, shall be liable for rejection.

7. INCOMPLETE TENDERS:

Tender, which is incomplete, obscure or irregular will be rejected.

8. AMBIGUITIES IN CONDITIONS OF TENDERS:

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

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

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

11. 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

The tenderers are requested to furnish the exact location of their office factories/ works with detailed postal address and pincode, telephone /fax no, web address etc., so as to enable TNPGL inspect , if considered necessary.

12.0 TENDER OPENING: (TWO PART SYSTEM)

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

The Tender offer except price Bid will be opened electronically at 14.30Hrs. on the date notified, at the Office of the Superintending Engineer/ Purchase and Administration, North Chennai Thermal Power station – I, Chennai-600 120, through <https://tntenders.gov.in/nicgep/app>. Tenderers need not to visit this office during tender opening, whereas tenderers can witness the tender opening event through their login.

12.2 OPENING OF THE PRICE BIDS: (PART - II)

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

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

13. INFORMATION REQUIRED AND CLARIFICATIONS:

13.1 In the process of examination, evaluation and comparison of tender offers, the TNPGL may at its discretion, ask the Tenderer for a clarification of the 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.

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

13.3 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers.

13.4 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.

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

14.0 Any and all the exception which the bidder may take to any of the clauses with Technical specification and general conditions of supply shall be clearly outlined in the schedule F - Questionnaire form, failing which the offer will be deemed to confirm fully with the Technical specification and general terms and conditions.

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

16.0 BIDDER'S EXPERIENCE : The intending tenderers shall furnish the details of various supply orders/works contracts executed by them as on the date of tenders in the **Schedule E** enclosed to the tender specification. 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 tenderer in future and will entail forfeiture of EMD. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

17.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:-

17.1. 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.

17.2. 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.

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

- The quoted price will be corrected for arithmetical errors.
- The rate of CGST, SGST, and IGST as applicable in percentage shall be indicated in the offer along with HSN code.
- The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + P&F+ Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable customs duty.
- 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.

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

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

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

- (a) the lowest tenderer is not in Enterprise owned by persons belonging to the Scheduled Castes or Scheduled Tribes and
- (b) Such Enterprises are willing to match the price of the lowest tenderer.

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

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

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

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

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

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

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

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

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

In case of such domestic enterprise is partnership firm been registered in Udyam portal, social category of enterprise can be ascertained from the community certificate of not less than three-fourths of the partners belongs to the Scheduled castes or Scheduled Tribes along with copy of registered partnership deed. However, a certificate from chartered accountant with UDIN may also be obtained certifying that no change in social category of enterprise has happened consequent of the said registered partnership deed.

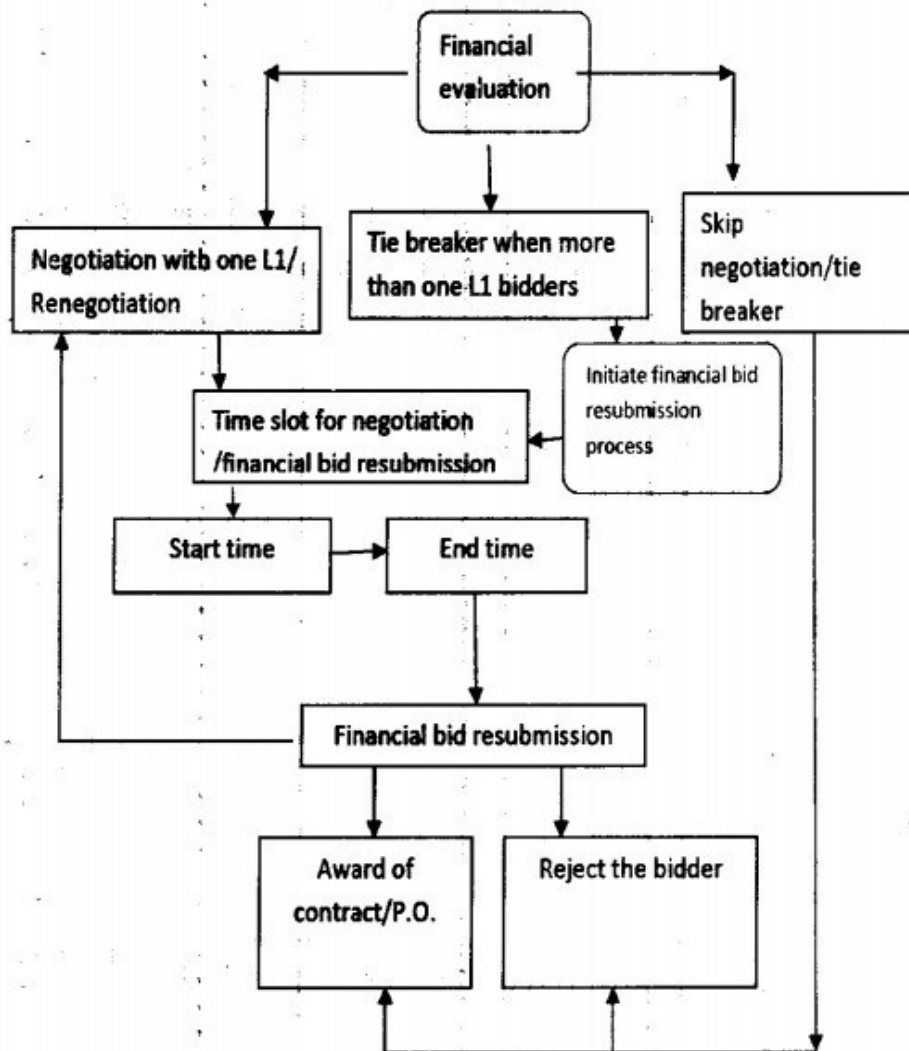
In case domestic enterprise is a company having its registered office and place of business in the state, a certificate from practicing company secretary may be obtained certifying that more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled castes or Scheduled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

17.6 TIE BREAKER :

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

17.7 TNPGL reserves the right to carry out negotiation with the L1 TENDERER after opening of price bid.

18.0 ONLINE NEGOTIATION: The negotiation with L1 tenderer will be done by TNPGL through Online. The online negotiation process in the portal is similar to the process for negotiation under tie breaker process. However, financial rebid submission can be invited from only one bidder. (Chart to be enclosed)



19.0 VENDOR RATING: TNPGL will verify the vendor rating of the bidders from selected Thermal power stations. In case, the vendor rating is not satisfactory, their offers will not be considered for further processing and will be rejected.

20.0 The TNPGL reserves the right, Notwithstanding anything contained within specification for the following :-

- Not to accept the lowest or any tender.
- To reject any or all the tenders without assigning any reason.

- c) 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.
- d) To revise the quantities and delivery schedule of any or all the items covered by this specification, while placing orders.
- e) To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of the TNPGL for good and sufficient reasons.
- f) To order additional quantities, if necessary during the period of contract.
- g) Cancel the order for not keeping up the delivery schedule without any further notice to the supplier
- h) The TNPGL reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any bidder, if in the opinion of the TNPGL, the qualification data is incomplete or in the opinion of the TNPGL the bidder is found not qualified to satisfactorily perform the contract.
- i) To recover losses, if any, sustained by the TNPGL, from the supplier who pleads their inability to supply and backs out of his obligation after award of contract. The Security Deposit/SD cum PG paid in that case shall be forfeited.
- j) At any time after the commencement of e-Tender and before the closing of the event, TNPGL may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login

Any such action will not be called into question and the Tenderer shall have no claim in that regard against the TNPGL.

TNPGL will issue Purchase Order / AOC to the bidder through portal.

21.0 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of Bids, the PURCHASER may, at his discretion, ask the BIDDER for a clarification of their Bid. All responses to requests for clarification shall be in writing/ email. In such an event, the BIDDER shall furnish all technical information/clarifications to the PURCHASER on or before 48 hrs to the due date prescribed by the purchaser.

22.0 Registration of Vendors in the TNEB online portal:

The vendors shall register in the TNEB online vendor portal for online Bill processing system.

The Digital based Statutory Compliance Service Audit will be integrated with the online Bill processing system. All the contract bills which consist of the work portion will be processed only after the Statutory Compliance Clearance Certificate of the Online Compliance Service Providers.

The bidder should obtain the labour license so as to comply with the Contract Labour (Regulation & Abolition) Act 1970 and Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983 for registration of vendors in the TNEB online vendor portal.

SECTION – V

COMMERCIAL TERMS AND CONDITIONS

1.0 SCOPE

The Scope of Supply includes Design, Manufacture, Inspection, Testing, Packing, Forwarding, Insuring and delivery of the materials detailed herein, at NCTPS-I Stores, Chennai 600 120.

2.0 LOCATION:

The materials required for the use in the North Chennai Thermal Power Station located near AthipattuPudhu Nagar, Chennai – 600 120, Tamil Nadu.

3.0 COMPLETENESS OF TENDER :

The tender offer should be complete with all details of illustrative and descriptive literature drawings, test reports etc., of the materials offered. Information regarding the country of manufacture, origin of materials used in the manufacture of the equipments should be furnished. In case of "equivalent" specification offered the tenderers shall furnish the complete technical details of the materials offered with make, model No. etc

In order that the tenders may receive full consideration the whole information asked for in the accompanying schedules and elsewhere together with relative leaflets, literature, drawings, etc., must be supplied by the tenderer.

Tenders not containing the complete details as above are liable for rejection.

4.0 ROYALTIE FOR PATENTS:

4.01 All Royalties for patents or charges for the use of infringement thereof that may be involved in the construction or use of any equipment or appliance to be supplied against this specification shall be included in the tender prices. The contractor shall protect the purchaser against all claims, action, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the contractor other than for the purpose indicated by or reasonably to be inferred from the specification.

4.02 A quality plan will have to be furnished by the successful tenderer at the time of finalizing of tender, as applicable.

5.0 VALIDITY OF THE TENDER:

5.01 Tenders shall be kept valid for acceptance for a minimum period of 180 days from the date of opening. However the tenderer shall keep their offer open till such time his tender is either accepted or rejected by TNPGL/ competent Authority. Any extension thereof should also be given if requested by TNPGL without revision of prices and terms in the bid.

All information in the Bid shall be in ENGLISH only. Errors and other changes shall be attested by the persons signing the Bid.

6.0. PRICE:

6.1. Tenderers shall quote "FIRM " price in Indian Rupees only.

Prices shall be as per the description /unit given in the BQR (Price Schedule 'B').

6.2. The Tenderer's shall quote the Ex-works price, Packing & Forwarding charges and freight & Insurance charges with applicable rate of GST separately for Delivery to NCTPS-I stores of TNPGL in Tamil Nadu. A format for price schedule is given in Schedule 'B'.

6.3.1. The Freight and Insurance charges shall be applicable for delivery to NCTPS-I stores of TNPGLin Tamil Nadu.

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

6.4 The tender offer should also contain the breakup details as below:

a.Ex-works price / Unit.

b.Applicable rate of GST (in percentage only)

c.Packing and Forwarding Charges

d.Freight& Insurance Charges .The Freight & Insurance Charges shall be applicable for delivery to NCTPS-I Stores, Chennai 600 120.

e.Any other charges (if any) (in amount only) .

The above breakup details should be clearly indicated in the BOQ (Price Schedule) in the absence of which the offer shall be liable for rejection.

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

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

6.7The L1 bidder shall furnish a **DECLARATION during negotiation as per the format in Annexure – V in a non judicial stamp paper of Rs.500/-** in respect of passing of ITC benefit as per sec 171 of CGST Act as rebate in the price offered. In the event of L1 bidder, specifying the ITC benefit as Nil, Or else in the event of award of contract , the invoices will be processed based on the states of GSTR-I filing.

6.9. GSTIN NUMBER: The Tenderer shall indicate the GSTIN Number in the offer 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.

7.0 GOODS AND SERVICES TAX:

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

7.2 The TNPGL has been registered as a dealer under GST Act 2017 and Registration No.**33AAKCT7598K1Z1**.

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 TNPGLwill not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.

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

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

7.4 Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the tenderers.

8.0 Provision of IT Clause (194 Q) of IT Act:

In view of the instruction of Sec 194Q, 206AB and 206CCA by the Finance Act 2021 from 1st July 2021, the following clauses to be added in the tender specification:-

"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 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.50Lakhs as TDS under section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TNPGL for making the payment. In case the suppliers do not have PAN, TNPGL is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of Income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

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

On purchase of goods/ materials TNPGL shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s 206C (1H). TDS u/s 194Q is also applicable on the Advance paid for purchase of goods.

In case of, works contract, wherein supply and erection portions are separable. The value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194W. On the other charges i.e., erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply.

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

8.1 Applicability of GST TDS :

a) The TDS under GST will be deducted at the time of payment or accounting in the books of accounts whichever is earlier. Once the taxable value of contract exceeds Rs.2,50,000/-, then each and every invoice on that contract shall be subjected to the TDS under GST irrespective of value of such invoice.

Taxable Supply means supply of goods or services or both which is leviable to tax under GST. Thus, TDS under GST is to be deducted only on the Taxable supply of goods or services or both and not on Exempt supply (supply of any goods or services or both which attracts nil rate of tax or which may be wholly exempt from tax under section 11 of the CGST/ SGST Acts or under section 6 of the IGST Act) and non-taxable supply. Similarly, TDS under GST rate need not be applied on GST component in the invoice. TDS under GST is also applicable for suppliers/ contractors registered under composition scheme also.

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

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

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

c). Value of Supply for Deduction of TDS :

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

d) Denial of ITC Claim:

Invoice is an essential document for TNPGL to avail Input Tax Credit(ITC). TNPGL cannot avail input tax credit from suppliers whose turnover exceeds Rs.10 crores without an e-invoice or e-invoiced debit note or e-invoiced credit note. Now as per the advisory, suppliers having annual turnover of Rs.100 crores and above, the e-invoice has to be created within 7 days of issue of Invoice/Credit Note/Debit Note.

9.0 DUES TO TANGEDCO / TNPGL:

Amount due from the supplier to TANGEDCO / TNPGL for the default in any other previous purchase orders will be adjusted from the pending payments against the purchase order placed on the supplier under this specification, which may please be noted.

10.0 EXTENT OF RESPONSIBILITY OF THE TENDERER:

The tenderer is responsible for safe packing and forwarding the materials to site with transit insurance. He should include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. He will also make good the loss of materials in transit if any and arrange to claim insurance based on the report by the TNPGL. The tenderer is responsible for safe delivery of the equipments at the site in good conditions.

11.0 PAYMENT :

Payment for supplies against this specification shall be made as below:-

11.01) With in the delivery period:

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

- i) DD/BC/BG/Electronic Mode of payment towards Security Deposit or SD cum Performance guarantee
- ii) Sample/ Test Certificate approval
- iii) Guarantee Certificate
- iv) Proof for payment of GST
- v) PAN & GST No.
- vi) Bank account details for making online payment by TNPGL.

Payment will be made on receipt of materials along with above documents, approval of Sample and Test/Inspection Certificate.

11.02) Beyond the delivery period :

100% of all inclusive price (including GST) will be paid within 45 days after receipt of materials in good condition at NCTPS-I stores against submission of bills along with the above documents mentioned in the clause 15.0 after deducting LD and other recoveries if any payment will be made on receipt of materials along with above documents, approval of Test/Inspection Certificate, approval of Sample and approval and acceptance of belated supply and completion certificate from the concerned division.

11.03) In the event of TNPGL failing to release the payment within the stipulated time frame simple interest for the delayed payment shall be paid by TNPGL at the SBI three months MCLR rate for the delayed period beyond 45 days. The simple interest will be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the date of issue of PO. The date of PO will be taken as base date to ascertain the interest date.

11.04) **ONLINE PAYMENT:** The Bills shall be sent in duplicate to the Accounts Officer/NCTPS-I, Chennai-120. The payment shall be made by Accounts Officer/NCTPS-I, through NEFT/RTGS/Account Transfer by online transaction. All bank charges shall be borne by you.

11.05) Offers agreeing to the above TNPGL's terms of payment will be preferred. TNPGL may reject the offer with other terms of payment.

- 11.06) Letter of credit payments will not be accepted in respect of indigenous supply.
- 11.07) No payment will be made against document negotiated through Bank.
- 11.08) No payment will be made until Test/Inspection Certificates approved by the TNPGL.
- 11.09) No payment will be made for materials damaged or broken during transit.
- 11.10) If the supplier dispatches the materials without the prior approval of competent authority and without communication of the same to consignee, and if any demurrage or wharfage or both are incurred by the purchaser, it will be debited to the supplier.
- 11.11) The supplier shall bear any expenditure arising out of unapproved dispatches.

12.0 ADVANCE PAYMENT:

No advance payment will be given. Tenders insisting on advance payment are liable for rejection.

13.0 DELIVERY:

Delivery Period:

Bulk Supply: Within 02 Months from the date of receipt of Purchase Order.

However, you are requested to advance the delivery period to the maximum extent possible as the materials are urgently required for our works.

- 1) If the guaranteed delivery period is not kept up, the liquidated damages specified in Clause - 15.0 will be enforced. The TNPGL is at liberty to alter the delivery date on the lesser side to suit its needs as and when necessity arises during the pendency of contract. The acceptance of this clause should be specifically confirmed in the tender.
- 2) If the materials are delivered after the due date of delivery, the materials will be accepted subject to the following conditions.
 - a) There should be no declining trend in prices.
 - b) Payment will be released as per the recent purchase order rate or lowest rate obtained during the recent tenders opened subject to levy of Liquidated Damages.
 - c) TNPGL reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this specification.
- 3) TNPGL also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 4) To ensure sustained power supply without any interruption, TNPGL reserves the right to place orders among more than one tenderer.
- 5) 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.
- 6) The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 7) Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.

14.0 FORCE MAJEURE:

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

2) Provided that if the performance in whole or part by the tenderer or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TNPGL may at its option to terminate the Contract by notice in writing.

15.0 LIQUIDATED DAMAGES:

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

- a) Liquidated damages will also be levied for quantity not supplied as is done for the delayed supplies.
- b) LD will be levied for delay in replacement / repair of defective / damaged equipment.
- c) Even if, there is any delay in delivery of sample, LD will be imposed on the bulk supply.
- d) Incase, the supply effected in part, could not be beneficially used by the TNPGL, (Due to such incomplete supply), Liquidated damages should be worked out on the basis of entire order value only, and not on the value of delayed portion.

15.02) The TNPGL will also be at liberty to cancel the order / contract if the supply is not completed within the accepted delivery period notwithstanding the liquidated damages applicable to the belated supplies and quantity outstanding to be supplied as on the date of cancellation.

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

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

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

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

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

15.08) The **defaulting contractors** will be liable to pay to the TNPGL in addition to Liquidated Damages for delay and forfeiture of Security Deposit, the **actual difference in price** wherever TNPGL orders the delayed quantity to be supplied by other agencies at a higher cost. This is without prejudice to other rights under the terms of contract.

16.0) MATERIALS AND WORKMANSHIP:

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

2) All the materials shall be of the best class and capable of satisfactory operation in tropics with humid atmospheric conditions, without distortion or deterioration. No welding, filling or plugging of defective parts will be permitted without approval in writing of the TNPGL's Engineers. Unless otherwise specified they shall conform to the requirement of the appropriate British or Indian Standards.

3) The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice.

4) The whole of the work shall be of the highest class throughout well finished and approved make. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service **and of resisting rough handling during transport.**

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

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

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

17.0 RAW MATERIALS : It is the responsibility of the tenderer to make his own arrangements to procure the necessary raw materials required for the manufacture.

18.0 INTERCHANGEABILITY : All similar materials and removable parts of similar equipments shall be INTERCHANGEABLE with each other.

19.0 MAXIMUM WEIGHTS AND DIMENSION OF PACKINGS:

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

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

20.0 TEST CERTIFICATE:

a) Manufacturer's Material Test certificate, as per Manufacturer's standard should be furnished. Test Certificates conforming to relevant ISS, with concerned approval / registration Nos. and certificates, as called for in the specification. The testing method and test result with reference limits, etc. shall be furnished in the test certificate.

b) The above Test certificate as applicable should be furnished in triplicate along with sample/Bulk supply for scrutinizing and approval. The costs towards the Test shall be in bidder's scope.

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

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

The above test certificates **in triplicate should be furnished along with the bulk, addressed to The Stores Controller/ NCTPS-I, Chennai – 600 120.**

21.0 GUARANTEE:

1) The materials to be supplied against this tender are guaranteed for **18** months from the date of receipt of materials at site or **12** months from the date of commissioning whichever occurs later subject to overall guarantee period of **24** months from the date of receipt under normal service and maintenance conditions against manufacturing defects and workmanship. A guarantee certificate should be enclosed along with the bill.

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

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

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

22.0 SECURITY DEPOSIT:

22.1)The successful tenderer will have to pay 5% of the purchase order value (inclusive of all taxes and duties) in the form of electronic mode of payment or Demand Draft or Banker's Cheque payable in favour of FC/NCTPS-I. The SD should be remitted within 15 days from the date of receipt of Purchase order and in the event of failure to remit security deposit within the prescribed period, EMD may be forfeited and the purchase order may be cancelled. The belated payment of security deposit shall not be accepted. The SD amount will not carry any interest and the same will be returned on satisfactory completion of guarantee period. The bill will not be passed without SD.If SD is paid belatedly, the same may be accepted with a penal interest at 12% per annum for the delayed period.

i) For value of Purchase order up to Rs.10 Lakhs, SD shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's cheque or pay order payable only.

ii) For value of Purchase order exceeding Rs.10 Lakhs, SD shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's Cheque or pay order or Irrevocable Bank Guarantee. Bank Guarantee should be obtained from the Banks mentioned in clause (24.0).

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

23.0) SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

1) The successful tenderer will have to pay 5% of the purchase order value (inclusive of all taxes and duties) in the form of electronic mode of payment or Demand Draft or Banker's Cheque payable in favour of FC/NCTPS-I. The SD cum PG should be remitted within 15 days from the date of receipt of Purchase order and in the event of failure to remit security deposit within the prescribed period, EMD may be forfeited and the Purchase order may be cancelled. The belated payment of security deposit shall not be accepted. The SD cum PG amount will not carry any interest. The SD cum PG amount will not carry any interest and the same will be returned on satisfactory completion of guarantee period. The bill will not be passed without SD cum PG.

If SD Cum PG is paid belatedly, the same may be accepted with a penal interest at 12% per annum for the delayed period.

A) For value of Purchase order exceeding Rs.10 Lakhs, SD cum PG shall be accepted in the form of electronic mode of payment or Demand Draft or Banker's Cheque or pay order or Irrevocable Bank Guarantee. Bank Guarantee should be obtained from the Banks mentioned in clause (23.0)

2) The Security Deposit cum Performance Guarantee furnished shall be towards proper fulfillment of the contract as well as towards performance guarantee of the materials supplied. In case of BG, the SD cum PG shall be valid for the entire period of guarantee and in case of delay its validity shall be extended for the entire period of Guarantee.

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

4) The Security deposit cum Performance Guarantee furnished in the form BG shall be returned after the expiry of the guarantee period. If the SD cum PG is furnished in the form of Demand Draft/ Banker's cheque or pay order the same shall be refunded after expiry of the guarantee period. If during the above period, any of the materials supplied are found to be defective in material or in workmanship, the same shall be rectified or replaced at destination at free of charges.

24.0) BANK GUARANTEE EXTENSION :

In the event of furnishing Bank Guarantee towards security deposit, the validity of the bank guarantee if required shall have to be kept live till completion of Guarantee period.

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

Further, in the case of bank guarantee being extended without any break in period and there is delay in submission of such extended bank guarantee, for any reasons, TNPGL shall reserve the right to accept the belated submission of the extended bank guarantee by levying penal interest at the rate of 22% per annum for the delayed period of submission. Such penal interest shall be recovered from the service provider's subsequent bill.

24.1) BANK GUARANTEE:

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

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

25.0: INSPECTION:

- a) Material to be inspected by field at NCTPS-I Stores, before acceptance of the materials.

26.0 JURISDICTION FOR LEGAL PROCEEDINGS: No suits or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court save in the Civil court of Chennai or the court of small causes in Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case, any part of the cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts of Chennai City, then it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction even though any part of cause of action might arise within the jurisdiction of such courts.

The bidder shall furnish an undertaking for legal proceedings as per the format in Annexure –II in a non judicial stamp paper of Rs.500/- agreeing to the above condition along with their offer.

27.0 ARBITRATION:

TNPGCL will **not accept** 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 provision of Arbitration Act 1996 or any other enactment in replacement thereof in the event of any dispute between the parties.

28.0 DESPATCH OF EQUIPMENTS:

It is the contractor's responsibility to deliver the materials / equipment to site. Materials can be brought to site by road also. The dispatch intimation may however, be given to the Stores Officer / NCTPS-I/Chennai-120 with intimation to the Superintending Engineer/P&A/NCTPS-I/Chennai-120.

29.0. LOSS OR DAMAGE:

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 3 months from the date of receipt of materials. In either case, the damages or defective materials should be replaced at free of cost to the TNPGCL as per clause (29).

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.

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.

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

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

30.0 REPLACEMENT OF DEFECTIVE, DAMAGED MATERIALS:

30.1. Notwithstanding anything contained in the above liquidated damages clause when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and 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 of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages at the rate of (0.5%) half percent value (all inclusive price of such material for each completed week of delay subject to maximum of (10%) Ten percent for the delay from the date of receipt of intimation of the defects or damages.

30.2. In the event of supplies being received damaged or short at the destination stores, the cost of such materials will be paid only proportionate, to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost to the TNPGL by the supplier.

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

30.4. Similarly, if during the guarantee period stipulated under Guarantee clause subsequent to the date of receipt of the goods, any of the goods be found defective in materials or workmanship, or do not conform to the rate contract or are unsuitable will be open to the purchaser either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and required the contractor to replace the balance or pay compensation to the extent of the loss sustained by the purchase on that account.

30.5. Notwithstanding any other remedies available, the purchaser shall be entertained to dispose off the defective / damaged materials in "as is where is condition" without further notice, if the contractor / supplier fails to rectify the defect and / or replace the damaged materials and / or fails to remove defective/ damaged materials within two months period as per PO terms, from the date of receipt of intimation from the purchaser, TNPGL reserves right to dispose of such materials. This is without prejudice to the imposition of Liquidated Damages, Ground rent, forfeiture of security deposit etc.

31.0 DRAWING: (IF APPLICABLE)

1) The tenderers should submit with his tender dimensioned General arrangements drawings for the equipments offered. Illustrated and descriptive literature also should be enclosed, if necessary.

2) Any approval given to the detailed drawings by the purchaser shall not relieve the contractor of the responsibility for correctness of the drawing and in the execution of the works in accordance with the terms of the specification.

32.0 RECOVERIES OF DUES:-

The TNPGL is empowered,

a) To recover any dues against this contract in any bills / Security Deposit / Earnest Money Deposit due to the successful tenderer either in this contract or any other contracts with TNPGL/ TNPDL/ TNGEL /TANGEDCO/TNEB.

b) To recover any dues against any other contract of the successful tenderer with TNPGL/ TNPDL/ TNGEL /TANGEDCO/TNEB, with the available amount due to the successful tenderers against this contract.

33.0 INSURANCE:

The successful tenderer should effect insurance of all materials, being supplied by them through any of the nationalized insurance companies at their cost. The Bidder's acceptance or otherwise to this clause should be specifically stated in the tender. The insurance should cover Transit Insurance. The damages, if any, during transit to be reported within 30 days of receipt of materials. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance under-writers/carriers.

34.0 .FAILURE TO EXECUTE THE CONTRACT:

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

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

3) In the event of the documents furnished with the offer being found to be bogus or the documents containing false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders/contracts in TNPGL / TNPDL/ TNGEL/ TANTRANSCO/ TNEB LIMITED.

35.0 POWERS TO TERMINATE THE CONTRACT:

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

36.0 BAR OF JURISDICTION:

Save as otherwise provided in Tamil Nadu Transparency in Tender Act, no order be passed or proceedings 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.

37.0 LIMITS OF CONTRACT:

Equipment furnished shall be complete in every respect with all mounting, fittings, fixtures and standard accessories normally provided with such equipment and / or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. All similar Standard components / parts of similar standard equipment provided, shall be interchangeable with one another.

38.0. NON-ASSIGNMENT:

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

39.0. ELECTRICITY RULES:

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

SECTION -VI
TECHNICAL TERMS AND CONDITIONS

1.0 SCOPE: This specification covers, design, manufacture testing, inspection at the Vendor's and or his sub-vendor's works, packing and delivery to site, unloading at site and transit insurance of materials required for North Chennai Thermal Power Station- I.

2.0 It is not the intention of this specification to specify completely herein all details and design and fabrication of materials. However, the materials offered shall conform in all respects to high standards of Engineering and workmanship and be capable of performing in continuous commercial operation up to vendor's guarantee in a manner acceptable to the purchaser who will interpret the meaning of specification and shall have the power to reject any materials, which in his judgment are not in full accordance therewith.

3.0 MATERIAL TECHNICAL SPECIFICATION- Refer Schedule – A

4.0 DRAWING :- (If Applicable)

4.01) The tenderers should submit with his tender dimensioned General arrangements drawings for the equipments offered. Illustrated and descriptive literature also should be enclosed.

4.02) Any approval given to the detailed drawings by the purchaser shall not relieve the contractor of the responsibility for correctness of the drawing and in the execution of the works in accordance with the terms of the specification.

5.0 CODES& STANDARDS

5.01) The design, manufacture and performance of subject material shall comply with the requirements of the latest edition of codes and standards.

5.02) In the event of conflict between the codes and standards referred to on the specification and requirement of this specification, the requirement of specification will govern.

6.0 DESIGN AND PERFORMANCE REQUIREMENT:

6.01) The bidder shall submit the design and performance data of the materials offered in relation to **Schedule - A** along with the bid for evaluation.

6.02) The material shall be designed and manufactured in accordance with the best Engineering practice and shall be sent as, has been proved to be suitable for the intended purpose.

7.0 INSPECTION, EXPEDITING AND TESTING:

The PURCHASER/OWNER will carry out inspection, expediting and testing during and after its manufacturer through the agency of the ENGINEER/CONSULTANT to ensure quality control and prompt deliveries and the MANUFACTURER, will provide the necessary access and facilities. Expediting will cover vendor data submission, ordering of raw materials, production, planning, manufacture, testing and shipment. Inspection will be carried out as per a schedule agreed with the MANUFACTURER, at several stages commencing from inspection of raw materials up to final testing before release of shipment. The inspecting and testing will also cover equipment supplied by the SUB-VENDORS. Inspection by the ENGINEER/CONSULTANT shall not relieve the VENDOR of the responsibilities for furnishing equipment conforming to the specification.

8.0 PACKING AND FOWARDING:

8.01) The responsibility for properly packing the equipment shall be that of the manufacturer. The requirement for packing and marking of equipment have been generally specified in standard specification entitled "Marking and Transport Instructions" and specifically given in the purchase order.

8.02) All test/Inspection certificates must be endorsed with sufficient information to identify the material or equipment to which the certificates refer, and must carry in the top right hand corner the identification of OWNER/PURCHASER and the CONTRACT.

9.0 MARKING AND TRANSPORT INSTRUCTIONS:

All packages shall be clearly, legibly and durably marked with uniform block letters (preferably with water proof paint) ON

AT LEAST THREE SIDES WITH:

- a. Destination address as communicated
- b. PO/Contract No.
- c. Dimensions
- d. Net and Gross Weights
- e. Sign showing slinging and sling position
- f. Any handling and unpacking instructions, if considered necessary
- g. Sign showing 'side up'
- h. Sign showing 'fragile' marks in case of delicate equipment.
- i. Identification mark relating them to the appropriate shipping documents considered necessary
- j. In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.

10.0 TRANSPORT:

10.01) No material shall be dispatched without prior consent of the OWNER/PURCHASER or his representative.

10.02) The SUPPLIER/CONTRACTOR shall intimate the ENGINEER/ CONSULTANT in writing the probable date when the materials shall be ready for dispatch, at least 3 weeks in advance. Copies of the packing list shall also be sent along with the advance intimation.

10.03) In the event of the SUPPLIER/CONTRACTOR proposing to deliver the materials in component or sub-assembly form, he shall furnish full particulars of the quantity and approximate size of each items. All sub-assemblies shall be match-marked to facilitate assembly at site. The equipment/ Materials shall be unloaded at Destination Stores/Sites by the supplier at free of cost.

SCHEDULE – A

**(TECHNICAL SPECIFICATION OF MATERIAL)
SPECIFICATION.NO. CE - 03 /2026-27/NCTPS-I**

Sl. No.	Description of materials	Qty. reqd.
1	Supply of Boiler Burner Tilt Pneumatic Actuator for Unit-I & II.	08 Nos
II	Destination	NCTPS-I Stores
III	General Standards required along with Technical Bid	Technical specification of offered material.

TECHNICAL SPECIFICATION

1.	DA Cylinder piston Assembly of 10" Bore X 16" Stroke	08 Nos
2.	DA Pneumatic PL02M with pressure Gauges	08 Nos
3.	Position Feedback Transmitter & Air Filter Regulator	08 Nos
4.	Complete Tubing	
5.	Common: I/P converter with Air filter Regulator (0-2 Ksc) to drive all the four corners of boiler Burner Tilt Cylinders	02 Nos

Descriptive technical catalogue and drawings may be furnished. The tenderer may inspect the sample available at site before quoting and manufacturing.

COMPANY SEAL

SIGNATURE:

DATE

DESIGNATION:

COMPANY NAME:

**Sd.dt.xxxx
CHIEF ENGINEER/NCTPS-I, (FAC)**

SCHEDULE – B
PRICE SCHEDULE

DOWNLOAD THE BOQ (EXCEL SHEET), QUOTE THE PRICE & UPLOAD

SPECIFICATION NO. CE-03/2026-27/NCTPS-I

Sl. No.	Description	Qty	HSN code	Basic Rate in Rs.	Packing & Forwarding Charges on Basic Rate in %	Freight & Insurance Charges on Basic Rate in %	GST in % (Applicable for total Transaction value which includes Basic Rate, P&F, F&I charges and any other charges)
1	Supply ofBoiler Burner Tilt Pneumatic Actuator for Unit-I & II.	08 Nos	-	(----- TO BE QUOTED ONLINE -----)			

TECHNICAL SPECIFICATION

1.	DA Cylinder piston Assembly of 10" BORE X 16" Stroke	08 Nos
2.	DA Pneumatic PL02M with pressure Gauges	08 Nos
3.	Position Feedback Transmitter & Air Filter Regulator	08 Nos
4.	Complete Tubing	
5.	Common: I/P converter with Air filter Regulator (0-2 Ksc) to drive all the four corners of boiler Burner Tilt Cylinder	02 Nos

Note:-

- (i) In the above Basic price column, only the Unit Price per No/Set shall be indicated.
- (ii) While quoting the rates the bidder shall indicate the HSN Code for all the tendered items as per GST Act.
- iii) This schedule is an indicative one. And hence the BOQ (Excel Sheet) shall be downloaded and price should be quoted in BOQ and then to be uploaded.

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION:

COMPANY NAME:

Sd.dt.xxxx
CHIEF ENGINEER/NCTPS-I, (FAC)

SCHEDULE – 'C'

DEVIATION FROM TECHNICAL SPECIFICATION

All Technical Deviation from the Specification shall be filled in by the Tenderer, Clause by Clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:

Signature :
Designation :
Company :
Date :

SCHEDULE – 'D'
DEVIATION FROM COMMERCIAL TERMS AND CONDITIONS

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

SECTION NO.	CLAUSE NO.	DEVIATION

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

Company Seal:

Signature :
Designation :
Company :
Date :

SCHEDULE – E

BIDDER EXPERIENCE

The Bidder shall furnish here a list of similar supplies executed by him to whom a reference may be made by the purchaser in case the purchaser considers such a reference is necessary.

Sl. No.	Name and address of the organization	Description of materials	Po. No. and Date	Value of order in Rs.	Date of completion of order

COMPANY SEAL

SIGNATURE :

DATE

DESIGNATION :

COMPANY NAME :

SCHEDULE-F
QUESTIONNAIRE FORM

INSTRUCTIONS:

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

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

5.	VALIDITY	
	Whether your offer is valid for a period of 180 days from the date of opening of commercial/technical bids	YES / NO
6.	PRICE	
	i) Whether the price quoted is FIRM for a period of one year from the date of receipt of contract.	YES / NO
	ii) Whether the following break ups for the quoted Unit Price have been mentioned in Schedule-B of the Specification	
	A) MATERIAL PORTION	
	Basic Price per Unit	YES / NO
	Packing & Forwarding Charges on basic price	Nil/ Inclusive / Extra
	Freight & Insurance Charges on basic price	Nil/ Inclusive / Extra
	GST in percentage	
	HSN Code No.	HSN Code:
	Note: The above break-up details should be furnished clearly without any ambiguity failing which the offer is liable for rejection	
7.	In case if the Enterprise is owned by persons belonging to the Scheduled Castes or Scheduled Tribes and want to avail the purchase preference, then whether UDYAM Registration Certificate or any other valid registration certificate/proof as notified by the Government of India indicating the Enterprises owned by persons belonging to Scheduled Castes or Scheduled Tribes in respect of the items manufactured by them has been uploaded	YES / NO
8.	PAN, GSTIN	
	i) whether proof of PAN number uploaded	YES / NO
	ii) whether proof of GSTIN number uploaded	YES / NO
9.	TECHNICAL SPECIFICATION	
	Whether the materials offered are exactly as per technical specification (Schedule –A) and drawings if any, of the tender specification.	YES / NO
	Deviation or Nil deviation should be mentioned in Schedule "C"	
10.	COMMERCIAL TERMS	
	WHETHER YOU ARE AGREEABLE FOR THE FOLLOWING CLAUSES SPECIFIED IN SECTION V OF TENDER SPECIFICATION	
	a) Payment terms (clause 11.0)	YES / NO
	b) Delivery Period (clause 13.0)	YES / NO
	c) Liquidated Damages (Clause 15.0)	YES / NO
	d) Test Certificate (clause 20.0)	YES / NO
	e) Guarantee (clause 21.0)	YES / NO
	f) Security Deposit cum PG (clause 23.0)	YES / NO
	g) Jurisdiction for legal proceedings (clause 26.0) (whether Necessary Undertaking uploaded)	YES / NO
	Deviation or Nil deviation should be mentioned in Schedule "D"	
11.	TENDER ACCEPTANCE LETTER	
	Whether Tender acceptance letter as per Schedule G signed with company Seal on letter head and uploaded in the technical Bid	YES / NO

	UNDERTAKING FOR PAYMENT OF DUES TO TNPGL	
12.	Whether Undertaking for payment of dues to TNPGL in <u>Non-Judicial Rs. 500/- Stamp Paper</u> as per Annexure IV uploaded	YES/NO
13.	Declaration FORM as per Schedule -H	YES/NO
14.	Whether vendor details updation form uploaded	YES/NO

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

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

UNDERTAKING

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

SIGNATURE OF THE TENDERER:

DATE:

NAME:

PLACE:

STATUS IN THE COMPANY
(Affix seal of the company)

SCHEDULE-G

TENDER ACCEPTANCE LETTER

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

To be given on Company Letter Head)

To,

Date: -----

The Chief Engineer,
NCTPS-I,
Chennai-120.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender: -----

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. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security cum Performance guarantee clause-9.0, Section-V, of the specification, we agree to furnish security cum performance guarantee to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. 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.
8. 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)

SCHEDULE-H

Spec. No: CE-03/2026-27/NCTPS-I

DECLARATION FORM

To

The Chief Engineer,
North Chennai Thermal Power Station-I,
Chennai-600120.
Ph: 044-27950051
Fax No.:044-27950074.

Dear Sirs,

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

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

In accordance with security deposit cum Performance Bank Guarantee clause 22.0, Section – V, of the Specification we agree to furnish security cum Performance Bank Guarantee to the extent of 5% of the total value of the contract.

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

Yours faithfully,

PLACE:

SIGNATURE:

DATE:

DESIGNATION:

COMPANY SEAL:

COMPANY:

SCHEDULE –I
DECLARATION PURSUANT TO SECTION 206AB
(To be obtained from applicable Suppliers)

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

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

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

Place:

Date:

(Authorized Signatory)
Signature & Seal

SCHEDULE-J
Vendor Details

1. Name of the Vendor :
2. ADDRESS (1st LINE) :
3. ADDRESS (2nd LINE) :
4. ADDRESS (3rd LINE) :
5. PINCODE :
6. CITY :
7. STATE :
8. VENDOR MOBILE NUMBER :
9. VENDOR MAIL ID :
10. VENDOR GSTN :
11. VENDOR PAN :
12. VENDOR BANK NAME :
13. VENDOR IFSC :
14. VENDOR ACCOUNT NUMBER :
15. VENDOR UDYAM REGISTRATION TYPE :
16. VENDOR UDYAM REGISTRATION NUMBER :

Place:

Date:

Signature & Seal

(Authorized Signatory)

ANNEXURE - I
FORMAT FOR UNDERTAKING IN LIEU OF PAYMENT OF EMD
in Rs.500.00 Stamp paper

THIS UNDERTAKING executed at.....on this day of by M/s.a company registered under companies Act, 1956, having its registered office atherein-under called the " Tenderer " to and in favour of **TAMILNADU POWER GENERATION CORPORATION LIMITED**, a subsidiary of TNEB Limited, formed on 9th February 2024 under Companies Act 2013 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002 and represented byhereinafter called the "TNPGL".

WHEREAS the contract is for the supply / erection / construction etc., in terms of the Tender Specification No...../ dt.AND WHEREAS in accordance with Clauseof the above said tender specification, the tenderer has to furnish E.M.D. of Rs.....(Rupees only) and WHEREAS the tenderer has requested the TNPGL to accept an undertaking in lieu of payment in cash of the E.M.D. and WHEREAS the TNPGL has accepted the request of the tenderer subject to executing an undertaking to pay to the TNPGL not exceeding Rs..... (Rupees only) representing the E.M.D. together with costs in case of non fulfillment of the conditions stipulated in the Tender specification or the conditions stipulated in the contract by the Tenderer.

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

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
- ii) If he revises any of the terms quoted during the validity period, without specific request by the TNPGL.
- iii) If he violates any of the conditions of the Tender Specification No.....dated.....
- iv) If, the documents furnished with the offer being found to be bogus or the documents contain false particulars.

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

The expression, "Tenderer' and " the TNPGL " before used hereafter shall include their respective successors and assign in office.

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

In the presence of Witnesses:

(With Name, Signature and complete address)

SIGNATURE:

1. NAME IN BLOCK LETTERS:

2. SEAL OF THE COMPANY:

ANNEXURE - II

FORMAT FOR UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

in Rs.500.00 Stamp paper

THIS DEED OF UNDERTAKING EXECUTED AT ----- ON THIS THE
----- BY Messers.....

hereinafter called the "TENDERER" (which expression where the context so admits mean and include their agents, Representatives, Successors – in – Office and Assigns).

TO AND in favour of **TAMILNADU POWER GENERATION CORPORATION LIMITED**, a subsidiary of TNEB Limited, formed on 9th February 2024 under Companies Act 2013 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002, herein after called the "**TNPGCL**" (which expression shall where the context so admits mean and include the successors – in – office and assigns).

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

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

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

In the presence of Witnesses :
(With Name, Signature and complete address)

SIGNATURE :

1.

NAME IN BLOCK LETTERS :

SEAL OF THE COMPANY :

2.

A N N E X U R E - III

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

UNDERTAKING FOR PAYMENT OF DUES TO TNPGL

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE

.....Day of.....By Messers.....

Hereinafter called the "TENDERER" (Which expression where the context so admits mean and include their agents, Representatives, Successors – in – office and Assigns).

TO AND IN FAVOUR OF

"The **TNPGL** a company registered under the provisions of the Companies Act, 1956", having its office at 144, Anna Salai, Chennai – 600 002, herein after called the "**CORPORATION**" (Which expression shall where the context so admits mean and include the successors – in – office and assigns).

WHEAREAS the TNPGL has called for an undertaking from the Tenderer empowering the TNPGL to recover the dues if any.

NOW THIS UNDERTAKING WITNESSETH the TNPGL 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 TNPGL. Further, the Tenderer hereby authorizes the TNPGL to recover, any dues against any other contract of the Tenderer with the TNPGL with the available amount due to the Tenderer against this contract.

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

COMPANY SEAL

SIGNATURE OF THE TENDERER:

NAME:

DESIGNATION:

DATE:

A N N E X U R E - I V
FORMAT OF DECLARATION TO BE SUBMITTED BY THE L1 BIDDER DURING NEGOTIATION
UNDERTAKING TOWARDS GST
(in non-judicial Rs.500/- stamp paper)

THIS UNDERTAKING executed at.....on this day of by M/s.a company registered under companies Act, 1956, having its registered office atherein-under called the " Tenderer " to and in favour of **TAMILNADU POWER GENERATION CORPORATION LIMITED, GSTIN 33AAKCT7598K1ZI**, a subsidiary of TNEB Limited, formed on 9th February 2024 under Companies Act 2013 and is the successor to erstwhile TAMILNADU ELECTRICITY BOARD, having its office at NPKRR MAALIGAI, Electricity Avenue, 144, Anna Salai, Chennai - 600 002 and represented byhereinafter called the " TNPGL ".

WHEREAS the contract is for the supply in terms of the **TENDER SPECIFICATION NO..... /2024-25**

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

(or)

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).

(or)

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

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

(or)

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TNPGL by way of commensurate reduction in prices and as such We hereby declare that we **do not have any input tax credit benefit** on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TNPGL failing which TNPGL may take appropriate action.

Signature of bidder with Company Seal.

Note: Bidder may strike out the paragraph which is not applicable

ANNEXURE- V
BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE
(In a Non - Judicial - Rs.500/- Stamp Paper)

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

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

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

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

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

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

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

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

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

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

In the presence of witnesses:

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

2.

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

ANNEXURE- VI

Undertaking from the sole proprietor of the firm

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

Name of the sole Proprietor:

PAN NO:

Tender specification No.

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

Signatory of the proprietor
(with name & seal)

Date:

Place:

ANNEXURE- VII

Certificate to be furnished by Chartered Accountant with UDIN

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

Tender Specification No.

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

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

Accountant
seal)

Signatory of the chartered
(with name, membership No. &

Date:

Place:

ANNEXURE - VIII

Certificate to be furnished by Practicing Company Secretary

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

Tender specification No.....

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

Secretary
seal)

Signatory of the Company
(with name, membership No. &

Date:

Place:

ANNEXURE-IX
e-BANK GUARANTEE FOR EMD

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

Beneficiary:-----

Date:-----

Bid Guarantee No:_____

We have been informed that (insert name of bidder) (herein after called „the bidder“ has submitted to you its bid dated (insert date) (herein after called „the bid“) for the Supply of ----- Under Open e-tender/Two part system at North Chennai Thermal Power Station-I, Chennai, Tamil Nadu.

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

At the request of the bidder, we (name of the Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures)____(amount in words) _____ 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 Employer during the period of validity (i) fails or refuses to execute the Contract Form, if required, or ii) fails or refuses to furnish the Performance Security, 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 Performance Security issued to upon the instruction of the Bidder and (b) if the bidder is not successful Bidder, upon the earlier of (i) our receipt of copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty eight days 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.

Signature

With seal of the Bank
(Name in block letter)

In the presence of witness:

- 1 . (Name in capital and address)
- 2 . (Name in capital and address)