TAMIL NADU POWER DISTRIBUTION CORPORATION LIMITED

SPECIFICATION FOR

"PROCUREMENT OF 400 SETS OF 11KV STANDALONE COMPLETE SET TO TIRUNELVELI REGION AS PER SPECIFICATION"

THROUGH E-TENDER

SPECIFICATION NO. ET- 06/2026-27

CLOSING DATE : 24.08.2026

OFFICE OF THE CHIEF ENGINEER /DISTRIBUTION
TIRUNELVELI REGION
ANNA BUILDING
MAHARAJA NAGAR
TIRUNELVELI – 627011.
TAMILNADU.

E Mail : cedtin@tnebnet.org

Service Provider: NIC Chennai

Website for online bid submission: :https://tntenders.gov.in/nicgep/app

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify for opening of price bid.

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

A. REGISTRATION:

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

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

B. SEARCHING FOR TENDER DOCUMENTS:

1) There are various search options built-in in the TAMILNADU GOVERNMENT E-PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal.
2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TAMILNADU GOVERNMENT E-

PROCUREMENT Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.

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

C. PREPARATION OF BIDS:

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

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

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

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

D. ELECTRONIC SUBMISSION OF BIDS:

The bidder shall submit online the requirements under qualification criteria and technical documents required and SCHEDULE OF PRICE /BOQ vide SCHEDULE-A. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgment of bid submission.

E. PROCEDURE FOR SUBMISSION OF BIDS:

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

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

3) Bidder has to select the payment option as "ONLINE" to pay the tender fee / EMD as applicable

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

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc). No other cells should be changed. Once

the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22) The tender is invited under TWO PART SYSTEM. The bidders are required to submit the "TECHNO-COMMERCIAL BID" and "PRICE BID" separately through electronic format in the e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

F. ASSISTANCE TO BIDDERS:

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

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

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TAMIL NADU POWER DISTRIBUTION CORPORATION LIMITED

Online e-bids are invited from eligible and prospective bidders for the **Procurement Of 400 sets of 11kv Standalone Complete Set To Tirunelveli Region As Per Specification** through e-tender portal of tntenders.gov.in

1)	Tender Specification No.	**CE/D/TIN/MM/ET NO. 06 /2026-27**
2)	Name of the work	**E-tender for Procurement of 400 sets of 11kv Standalone Complete Set To Tirunelveli Region**
3)	Tendered Quantity	**11kv Standalone Complete Set – 400 sets**
4)	Method of Tender	**e-Tender Two Part Open Tender System** (Techno – Commercial, Price bids)
5)	(a) Earnest Money Deposit (EMD)	**Rs. 1,86,000/-** (Rupees One Lakh Eighty Six Thousand only) to TANGEDCO's Account through online mode available in the https://www.tntenders.gov.in. Any other transaction mode to TANGEDCO A/c. will not be accepted
	(b) SSI Units	SSI Units are eligible for exemption from payment of EMD as detailed in Section-I
6)	URL for online bid submission for e-tender.	https://www.tntenders.gov.in
.7)	Last date and time for submission of EMD	**24.08.2026 at 14.00 Hrs**
8)	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	**24.08.2026 at 14.00 Hrs**
9)	Date & time of opening of tender electronically	**25.08.2026 at 15.00 Hrs**
10)	E-tender documents (Specification) will be available at	TNPDCL web site (www.TNPDCL.gov.in) TN Govt. Website https://tntenders.gov.in and **https: //tntenders.gov.in/nicgep/app** The prospective bidders may download the same.
11)	Documents to be duly filled & uploaded by the Tenderers during e-submission	EMD documents, BQR evidences, Price bid (Filled up BoQ), Technical & Commercial documents, Schedules (A to w), Annexures and other documents whichever is applicable.
12)	Tenderers during e-submission Clarification to be sought for from	O/o Chief Engineer/Distribution,Tirunelveli Region, Anna Building, Maharaja Nagar, Tirunelveli -627 011. Email:cedtin@tnebnet.org
13)	Place at which tenders will be opened	O/o Chief Engineer/Distribution,Tirunelveli Region, Anna Building, Maharaja Nagar, Tirunelveli -627 011.
14)	**Technical Pamphlets & Drawings**	**Type Test Reports,Technical Pamphlets & Drawings should be enclosed along with the tender.**. **Type Test Reports, Technical Pamphlets & Drawings** received after the due date & time will not be accepted and offers without Sample, **Technical Pamphlets & Drawings** will be summarily rejected.

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

SD/****
Chief Engineer/Distribution
Tirunelveli region

SPECIFICATION NO.CE/D/TIN/MM/ET.NO.06/2026-2027

E-TENDER FOR PROCUREMENT OF 400 SETS OF 11KV STANDALONE STRUCTURE MATERIAL COMPLETE SET TO TIRUNELVELI REGION AS PER SPECIFICATION

C-commercial specification

T-Technical specification

SECTION – I
EARNEST MONEY DEPOSIT

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

1.1. **Earnest Money Deposit : Rs. 1,86,000/-**
(Rupees One Lakh Eighty Six Thousand only)

2.0. The Earnest Money Deposit specified above should be paid only through online mode available in the https://www.tntenders.gov.in

* Any other mode of payment to TNPDCL A/c is not accepted. The refund of EMD to the unsuccessful tenderer will be returned automatically after finalizing of tenders from the common account. The EMD will not carry any interest.

Without the mode of payment of EMD in the prescribed manner shall be rejected

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

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

- i) The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
- ii) The Small Scale Industrial Units registered with National Small Industries Corporation (NSIC).
- iii) The SSI Units holding Acknowledgment issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/ Acknowledgment has been issued.
- iv) SSI units holding Udyog Adhar Memorandum (UAM)
- v) SSI Units registered under Udyam portal for the tendered item (clearly mentioning the 5 digit NIC code)
- vi) Departments of the Government of Tamil Nadu.
- vii) Undertakings and Corporations owned by the Government of Tamil Nadu.
- viii) Labour Contract Co-operative Societies of Tamil Nadu
- ix) Tiny Industries classified under S.S.I. registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce / Government of Tamil Nadu in respect of those items for which the Registration Certificate issued.
- x) Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation in respect of those items covered under Registration Certificate.

3.2. Exemption for payment of EMD against the PEMD will not be considered.

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

3.4. The bidders who have examined the tender specification together with Schedules attached, participated in the tender by availing EMD exemption is deemed to accept to pay the amount equivalent to EMD amount as stipulated under Clause No.1 above, with costs if any, in the event of non - fulfillment of the conditions stipulated in the tender specification (i.e.,) in all cases where EMD paid is to be forfeited. The GST applicable for the above shall also be paid to TNPDCL by the bidder.

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

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

4.0. Government of India, Ministry of MSME Notification:

4.1. Government of India, Ministry of MSME, vide notification No.S.O.2119 (E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in Udyam Registration Portal to obtain an e certificate Viz. Udyam Registration certificate calculation of turnover, calculation of investment, Registration of existing Enterprises and Updation and transition period in classification. The above notification may be adhered to by the tenderers and TNPDCL will adopt the guidelines issued therein in evaluation of bids submitted by the tenderers.

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

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

4.3**. Registration of existing enterprises:**

i) All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.

ii) All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.

iii) The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of December 2021 as per notification of Government of India, Ministry of MSME.

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

4.4. If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section III, Clause-I (a) and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TNPDCL/TANTRANSCO tenders.

5.0. The EMD will not carry any interest.

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

7.0. The Bidders are informed that mere uploading of bid by the Bidder, who has exempted from EMD payment, shall be considered as token of acceptance of the bidder to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfillment of conditions stipulated in the Tender Specification ie., in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TNPDCL by the Bidder.

7.1. The MSME units with Micro and Small category who have registered under UDYAM Portal for the tendered item shall upload attested Photocopy of UDYAM Registration certificate as a proof of eligibility for exemption from payment of EMD.

7.2. Small Scale Industries registered with the Tamil Nadu Small Industries Development Corporation or holding Acknowledgment issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre or holding UAM for small scale industrial unit or holding Udyam Registration for small scale industrial unit for subject materials specifying capacity for which they are permitted to manufacture and the period of validity of the certificate shall upload, attested Photostat copy of their Registration certificate/Entrepreneur Memorandum Part-II and acknowledgment for the Entrepreneur Memorandum Part-II issued by DIC or valid registration certificate issued by NSIC or Udyog Aadhaar Memorandum (UAM) or Udyam Registration Certificate, as proof of eligibility for exemption from payment of EMD.

8.0. The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.

9.0. The tenderers shall upload the audited, attested copy of Profit and Loss account / Balance Sheet along with the proof for exemption from payment of EMD

9.1 In case the investment held by the tenderer (Micro and Small Enterprises with Udayam registration) in Plant and Machinery and annual turnover exceeds the prescribed limit stipulated or the criteria specified for registration prior to 1.7.2020, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manger/District Industries Centre concerned, the exemption from paying EMD for SSI units will not be extended.

10.0 REFUND OF EMD :

(i) In the case of unsuccessful tenderers, the E.M.D. will be refunded to them immediately through https://www.tntenders.gov.in.

(ii) The EMD deposit will be refunded to the successful tenderers only after completion of the contract in all respects to the satisfaction of the purchaser. It will be carried over as a part of Security Deposit payable by the Tenderer.

11.0. 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 e-receipt of payment of EMD through NEFT / RTGS/ BANK TRANSFER.

ii) The proof of exemption of EMD with an undertaking in lieu of EMD and documents in support of investment held in plant and machinery and Annual turnover.

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

(a) They withdraw their tender or backs out after acceptance.

(b) They withdraw their tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit cum performance Guarantee.

(c) They violate any of the provisions of these regulations contained herein.

(d) They revise any of the terms quoted during the validity period.

(e) The documents furnished with the offer is found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNPDCL.

(f) **If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements, as mentioned in Section III, Clause-I (a) and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TNPDCL/ TANTRANSCO tenders.**

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SECTION – II

BID QUALIFICATION REQUIREMENTS (BQR)

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

1. The bidders should be an actual manufacturer of the tendered Material having manufacturing facility in India. Necessary proof for being the manufacturer viz., manufacturing License, ISO certificate, BIS License (Bureau of Indian Standards), NSIC certificate, UAM, UDAYAM Registration Certificate etc., shall be uploaded along with the tender.

2. The bidders should have manufactured and supplied the minimum quantity of **100 Sets of tendered material (11 KV or higher rating) in a single order** during the preceding **Ten years** as on the date of opening of tender to State Electricity Boards/ Power Utilities / Central / State Public Sector undertaking. Copies of purchase orders for the above shall be furnished along with end user's certificate for satisfactory execution of the contract .

3. The Annual Turnover of the Tenderer shall be more than Rs.46,50,000/- (Rupees Forty Six Lakh Fifty Thouand only) during any one of the last three years ((i.e.)2021-22 , 2022-23 , 2023-24, 2024-25).

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

4. NEW ENTRANT CLAUSE :

4.1. A **tenderer** shall be declared as "New Entrant" who have no previous experience of supply for the tendered items or no satisfactory period of service or no financial Turnover but have infrastructure/ manufacturing facility as per the Inspection report of Third Party Inspection or TNPDCL Engineers.

The **tenderers** who have lesser quantity of supply experience or lesser satisfactory period of service or lesser financial turnover criteria than prescribed in the tender document may also be considered under New Entrant category.

4.2. The **tenderer** is eligible to be considered for placement of orders under New Entrant category if the bidder is the evaluated and negotiated L1 tenderer.

4.3. The **tenderer** who have been considered under New Entrant category shall satisfy all technical, commercial and BQR Conditions except BQR condition of quantity of previous experience of supply or satisfactory period of service or financial turnover criteria.

4.4. TNPDCL have right to place order upto 60% of the tendered quantity on a New Entrant. In case more than one bidder qualify under the above New Entrant category TNPDCL has right to place order upto 20% of the tendered quantity on each New Entrant.

5. The Type test reports of all the respective tendered materials as per relevant IS/IEC Standards of latest issue obtained from a NABL accredited laboratories shall be enclosed along with the offer by the bidder. The Type Test should have been conducted within **5 years** as on the date of Tender opening.

6. If the Bids are received through consortium, the same will be not be considered and the bids will be rejected. Tenders received from Agents / Dealers will not be considered.

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

8. Bidders should upload all pages of type test reports otherwise the bids will be summarily rejected.

9. If any of the documents uploaded by the bidder found to be bogus then the bidder will be black listed.

SD/****

CHIEF ENGINEER / DISTRIBUTION
TIRUNELVELI REGION

ANNEXURE-I

SL.NO	Material name	Type test as per standards
1	**11KV Vertical Type AB (GOS) Switch**	IS9920(I to V),IEC62271-103-2011
2	**11KV Solid core type HG Fuse sets**	**IS9385-1980,IEC-60282-2**
3	**Single square pole transformer structure material with Clamp**	**As per relavant IS**
4	**11KV pin insulators Composite type**	**As per IEC61109**
5	**11KV Disc polymer Composite Insualtors**	**As per IEC61109**
6	**Disc Insulators with Hard ware fittings**	**IS 2486(Part 1&2)**
7	**9kv Lightning Arresters polymer composite**	**IEC-60099-4/2004-05**
8	**Cross Arm with Back Clamp**	**As per IS**
9	**Stay set with clamp &Guy Insualtors**	**IS2062-MS channel as per grade A.**
10	**GI Earth wire 8SWG**	**IS4826 and IS280**
11	**GI Stay wire 7/11**	**IS2141**
12	**LT Protection kit with pin Insulators & GI pin**	**FOR –LT pin IS7935/1975 FOR-LT Insulator-IS1445/1975.**
13	**GI Earth Pipe**	**IS1239 with latest amendments**
14	**Bolts & Nuts**	**ISS1363/1992**
15	**Transformer Safety Boot with Conductor Sleeves**	**IS/IEC**
16	**Danger Board**	**IS13410**

SECTION – III
REJECTION OF TENDERS

I. Tenders will be **SUMMARILY** rejected if;

a. The EMD requirements are not complied with.

b. If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected. Tenders received from Agents/Dealers will not be considered.

c. The Bid Qualification Requirements **(BQR)** as per **Section-II** of this Specification are not satisfied.

d. If it is found that there is no adequate infrastructure facilities to carry out manufacturing activities of tendered material during the factory inspection carried out by TNPDCL, in case of new entrants..

e. **Technical Pamphlets and Drawings** not furnished as per requirements of the tender.

f. On evaluation of techno-commercial bids, if the bids does not satisfy the BQR conditions as per section-II, the offer of the bidder will be summarily rejected.

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

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

b. If the declaration as specified in Schedule S is not signed and enclosed.

c. With validity period less than that stipulated in this specification.

d. Not in conformity with TNPDCL's Commercial terms and Technical Specifications **(Section - V & VI).**

e. Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.

f. From any black listed Firm or Contractor.

g. Received by Telex / Telegram / E-Mail/ Fax.

h. From a tenderer whose past performance / Vendor rating is not satisfactory

i. Not containing all required particulars as per Schedule **A to W**

j. Questionnaire as per **Schedule-F to H Questionnaire** are not duly filled up and properly signed by the tenderer.

k. Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.

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

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SECTION – IV
INSTRUCTION TO TENDERERS.

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

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

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

2.0. SCOPE OF SUPPLY :

2.1. The Scope of supply (described in Schedule-A) includes design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at TNPDCL stores anywhere in Tirunelveli Region.

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

3.0. SUBMISSION OF TENDER OFFER:

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

3.2. SINGLE PART E-TENDER:

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

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

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

The bidder must fill up both the Techno-Commercial Bid & Financial Bid of e-tender and upload all necessary documents before making final submission. During tender opening, the Techno-Commercial Bid and Financial Bid will be opened electronically on specified date and time as given in the tender document. The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders. Financial Bids of the eligible bidders will be considered for further evaluation of the e-tender.

4.0. **QUESTIONNAIRE FILLING:**

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

5.0. SUBMISSION OF TENDERS : -

5.1 The Tender Offer consisting of **Schedules-A to W** should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated. The tender shall contain the name, residence and place of business of person or persons submitting the tender.

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

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

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

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

6.0. Modifications / Clarifications to Tender Documents:

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

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

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

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

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

7.0. QUOTATION OF RATES:

7.1. Rates should be quoted in both figures (i.e. integers) and words. In case of ambiguity between rates in figures and words, lower of the two will be taken for tender evaluation.

7.2. Offers giving lump sum price, without giving their breakup as per details required in the attached Price **Schedule-A1** (BoQ) shall be liable for rejection.

8.0. PRINTED TERMS AND CONDITIONS IN TENDERS:

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

9.0. INCOMPLETE TENDERS:

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

10.0. AMBIGUITIES IN CONDITIONS OF TENDERS:

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

11.0 DISQUALIFICATION OF TENDERS:

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

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

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

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

11.5. **ONLY MANUFACTURERS MUST QUOTE**. Tenders received from Agents/Dealers will not be considered. If the bids are received through Consortium, the same will not be considered and the bids will be rejected.

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

12.0. DESTINATIONS-WHERE MATERIALS ARE REQUIRED:

The prices quoted should be on FOR Destination basis for delivery anywhere in Tirunelveli Region.

13.0. TENDER OPENING :-

13.1 DESTINATIONS-WHERE MATERIALS ARE REQUIRED:

The prices quoted should be on FOR Destination basis for delivery anywhere in Tirunelveli Region.

TENDER OPENING:

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

The Tender offers except price Bid will be **opened electronically at 15.00 Hrs. on the date notified at the Office of the Chief Engineer / Distribution / Tirunelveli Region/ through http://www.tntenders.gov.in**

OPENING OF THE PRICE BIDS: (PART - II)

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

13.2. 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.

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

14.0. INFORMATION REQUIRED AND CLARIFICATIONS:

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

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

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

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

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

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

15.0. EVALUATION AND COMPARISON OF THE TENDER OFFERS:

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

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

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

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

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

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

d) The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value ie. (Ex works price + P&F +Fright and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable Customs duty.

e) Since GST is enacted wherein all taxes & duties are subsumed price evaluation shall be inclusive of applicable GST in all cases , i.e. even if the bidders are only within the state or bidders are within the state and outside TN.

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

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

15.4. Evaluation will be done for each item separately in case of many items procured in the tender (item wise).

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

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

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

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

16.0. PURCHASE PREFERENCE:

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

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

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

(a) the lowest tender is not a domestic enterprise;

(b) the preferential award shall extend only to the lowest tender among the domestic enterprises who are substantially responsive and technically qualified; and

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

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

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

16.4 **PURCHASE PREFERENCE TO ENTERPRISES OWNED BY SC/ST**

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

1. The enterprises means any domestic enterprises located in Tamil Nadu owned by any person belonging to a SC/ST (or)
2. Any domestic enterprise, which is a firm or limited liability partnership, having its registered office and place of business in the State , where not less than three-fourths of the partners belong to the Scheduled Castes or Scheduled Tribes (or)
3. Any domestic enterprise, which is a company having its registered office and place of business in the State where,
   i) more than fifty per cent of the ordinary shareholdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and
   ii) the control of the company, as defined in section 2 (27) of the Companies Act 2013 (Central Act 18 of 2013) vests with persons belonging to the Schedules Casetes or Scheduled Tribes"

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

In case of such domestic enterprise been a sole property firm having registered in UDAYAM Portal located within Tamilnadu, UDAYAM 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 UDAYAM Portal, an undertaking from the sole proprietor may be insisted.

In case of such domestic enterprise is Partnership Firm been registered in UDAYAM Portal, social category of enterprise can be ascertained from the community certificate of not less than 3-4ths of the partners belong to the Scheduled Castes or Scheduled Tribes along with copy of registered Partnership deed. However a certificate from Chartered account 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 50% of the ordinary share holdings pertain to persons belonging to the Scheduled Castes or Scheduled Tribes and the control of the company, as defined in sec 2(27) of the companys act (Central act 18 of 2013) vests with the persons belonging to the Scheduled Castes or Scheduled Tribes and the same is duly conformed for the purpose of submission of bid against the provisions of Tender Specification No. CE/D/TIN/MM/ET- 06/26-27.

17.0. VALIDITY :

Tender offer shall be kept valid for acceptance for period of **90 days** from the date of opening of offers. The offers with lower validity period are liable for rejection. Further, the tenderer shall agree to extend the validity of the bids without altering the substance, and prices of their bids for further periods, if any, required by the TNPDCL.

18.0. RIGHTS OF THE TNPDCL :-

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

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

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

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

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

(b) to split the Tendered Quantity and place orders on one or more than one firm to meet out delivery requirement as per the Tamil Nadu Transparency in Tender Rules 2000.

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

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

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

(f) to accept the lowest eligible tender.

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

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

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

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

19.0. DEVIATIONS:

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

19.2. No alternate offer will be accepted. The Tenderers shall furnish the details of their offer in the Guaranteed Technical Particulars and in the Check list also for Bid Qualification Requirements, Commercial terms and Technical Terms in the Annexures respectively.

20.0. **BAR OF JURISDICTION:**

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

21.0. **APPEAL:**

As per the provisions of the Tamil Nadu Transparency in Tender Act and Rules accepted to be adopted, Any Tenderer aggrieved by the order passed by the Tender Accepting Authority under Section-10 of the Tamil Nadu Transparency in Tenders Act 1998 may appeal to the Government within 10 (Ten) days from the date of receipt of order.

22.0**. TENDER DOCUMENT :**

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

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SECTION – V
COMMERCIAL

1.0. SCOPE:

The scope of supply of the materials includes design, manufacture, inspection, testing, packing, forwarding, insuring and delivery of the materials detailed herein, at TNPDCL Stores anywhere in Tamil Nadu.

2.0. PERIOD OF CONTRACT :

The period of contract is **6 Months** from the date of receipt of award of Purchase Order.

3.0. DETAILS OF CONSTITUTION OF FIRM :-

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

4.0. LEGAL STATUS OF THE FIRM :

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

5.0. DETAILS OF PURCHASE ORDERS ALREADY EXECUTED :

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

6.0. PLACING OF ORDERS :

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

6.2. The award of contract will be issued to the successful tenderer with all TNPDCL's terms and conditions, duly indicating the approved unit rates and the approximate quantity allotted to them. The approved rates will be FIRM and valid for **6 months** from the date of receipt of award of contract.

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

6.4 In the event of L1 bidder offering a quantity lesser than the tendered quantity ,as per the provisions specified in Tamil Nadu Transparency in Tender Rules 2000. Further, as per Clause 23 of Tamil Nadu Transparency in Tender Rules 2000, quantity offered in the bid should not be altered even during price negotiation.

7.0. PRICE:

7.1. The Tenderers are requested to quote **FIRM** price only, valid for **6 months** from the date of award of contract. The accepted all inclusive price is for delivery FOR destination.

7.2. 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 TNPDCL Stores anywhere in Tirunelveli Region. A format for price schedule is given **in Schedule 'A1'. (Pl. Refer Bill of Quantity- BOQ in Excel format in the specification documents)**

7.2.1. The Freight and Insurance charges shall be applicable for delivery to any stores of TNPDCL in Tirunelveli Region. Unloading the materials at destination stores should be done by the supplier at his own cost.

7.2.2. The above breakup details should be clearly indicated in the **Schedule-A1,** in the absence of which the offer shall be liable for rejection.

7.3. 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 TNPDCL Ltd will not be responsible for the mistake.

7.4. All Type Tests and other tests specified and required in the tender documents shall be conducted **at TENDERER'S COST.**

7.5.0. **INPUT TAX CREDIT :**

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

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

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

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

8.0. GOODS AND SERVICES TAX [GST]:

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

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

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

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

v. GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.

vi. **Transaction Value:** The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are –
a) Supplier and the recipient of the supply are not related.
b) Price is the sole consideration for the supply.

vii. **Composition Scheme:** Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently RS.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate may be specified.
Eligibility for composition scheme: Sec.10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub- section (1), if-

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

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

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

(b) **MIXED SUPPLY:** A mixed supply is one where the goods or services or a combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution, whichever is less only will be admitted.

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

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

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

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

8.4. 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. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TNPDCL Ltd.

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

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

8.7. **GST – E-Way Bill:**

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

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

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

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

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

8.9. **GST on Liquidated damages, Forfeiture of EMD and Security deposits specific GST invoice : -**

GST @18% shall be applicable on Security Deposit (SD) and shall be recovered additionally from the Supplier/Contractor.

8.10. **Provision of Section -194Q of IT Act :**

1. Any person, being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year, shall, at the time of credit of such sum to the account of the seller (or) at the time of payment, whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50 Lakhs as TDS under Section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TNPDCL for making the payment. In case the suppliers do not have PAN, TNPDCL is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., Any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.
2. The provisions of this section shall not apply to the transactions on which tax is deductible under any other provisions of the Income Tax Act 1961 and also on the transactions in which Tax is collectible under the provisions of Section 206C.
3. On purchase of goods/materials, TNPDCL shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s.206C(1H). TDS u/s 194Q is also applicable on the Advance paid for purchase of goods.
4. The above provisions comes into effect from 01.07.2021 onwards and hence no TCS under Section 206C(1H) has to be paid by TNPDCL on purchase of Goods. Accordingly, TNPDCL 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-V** to determine the applicability of TDS rate u/s 206 AB.

9.0. INSURANCE:

Contracting firms shall arrange insurance for the equipment and all its accessories being supplied by them, through any of the Nationalised Insurance Companies. The equipment shall be insured to cover 60 days storage risk at site. It will be the responsibility of the supplier to replace the defective/ damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance Under-writers/Carriers.

10.0. PAYMENT :

10.1. **Payment will be made to the suppliers by NEFT/RTGS / Bank transfer** by the concerned Superintending Engineers / EDC in the Tirunelveli Region**. The bank charges involved in making payment will be to the account of the tenderer/supplier.**

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

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

10.3.1.**For the materials delivered within contractual delivery period :**

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

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

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

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

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

(b) If there is any declination, payment will be released as per the latest purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damage for belated supplies.

(c) TNPDCL reserves the right to accept or reject the delayed supplies without assigning any reason therefor and take action as per the other terms and conditions of this specification.

10.5. 100% payments will be made only on receipt of the supplier's bills in duplicate and passing of bills by the Superintending Engineer / EDCs concerned after **approval / acceptance of the following:**

10.5.1 **Acceptance / Approval of PO issuing Authority (CE/D/TIRUNELVELI)**

(a) Security Deposit cum Performance Guarantee for 5% value of the order.
(b) GST Registration Certificate.
(c) Undertaking towards jurisdiction for legal proceedings
(d) Guarantee Certificate for the ordered quantity
(e) Undertaking towards Input tax credit benefit passed on to TNPDCL
(f) Test Certificate furnished along with offer for supply / Inspection reports after carrying out inspection for the offered quantity of material.
(g) Undertaking in Lieu of EMD

10.5.2. **Acceptance of Bill Passing Authority.:(Superintending Engineer/ EDCs)**

(a) Invoices/Bills
(b) Guarantee Certificate for the supplied materials against DI issued by **CE/D/TIRUNELVELI.**
(c) e-way bill as per GST norms for the transport of material against DI issued by **CE/D/TIRUNELVELI.**

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

11.0. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :-

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

11.1. The successful tenderer/ Supplier will have to furnish 5% of the Purchase order value (All inclusive price) as Security Deposit cum Performance Guarantee in the form of Electronic Mode of Payment or DD / Banker's Cheque / Irrevocable Bank guarantee **within 30 days** from the date of receipt of Purchase order. If the successful tenderer / supplier fails to remit the amount / furnish the Security Deposit cum Performance Guarantee within the above stipulated time, the EMD paid by the tenderer / supplier shall be forfeited and Purchase Order will be canceled without any further reference.

Irrevocable Bank Guarantee will be accepted towards payment of Security deposit cum Performance guarantee for the value of purchase order exceeding Rs.10 Lakhs. The above BG should be a single irrevocable Bank Guarantee of 5% of the purchase order value and valid for a **continuous period of 24 (Twenty Four) months from the anticipated date of receipt of last consignment of goods / materials at site in good condition.** In case of delay in supply, the Guarantee should be extended suitably.

Note i) The Security Deposit cum Performance Guarantee shall be in the form of electronic mode of payment / Demand Draft / Banker's Cheque or Pay Order only for the value of P.O. upto Rs.10 Lakhs.

11.2. The Security Deposit cum Performance Guarantee will not carry any interest.

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

11.4. If the performance period of the supplied material over and some quantity of within guarantee period defective materials are still pending for want of repair/replacement then fresh BG equal to the cost of such defective cable is to be furnished by the vendor for releasing original SD cum PBG by TNPDCL (purchaser).

11.5. In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TNPDCL 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), TNPDCL shall invoke the Bank Guarantee by addressing the Bank directly.

11.6 In the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order be cancelled. The award may be made to L2 tender. The belated payment of security deposit/ belated submission of irrevocable Bank Guarantee shall not be accepted.

11.7 Failure to comply with the terms regarding security deposit cum Performance Guarantee set out in the purchase order within the stipulated time of the successful tenderer will entail in the cancellation of the purchase order without any further reference to the supplier.

12.0. DELIVERY SCHEDULE :-

12.1. The tendered material should be supplied at various stores available at Thalaiythu Tuticoin,Virudhunagar and Kanyakumari as per the Despatch Instruction issued after placing of purchase order **within 60 days** from the date of receipt of purchase order.

(a) Based on the requirements and contingencies, TNPDCL has the right to advance / postpone the delivery schedule at the time of placing Purchase order. The quantity due to be supplied will be taken into consideration for the purpose of liquidated Damages clause.

(b) Board reserves the right to cancel the quantities not supplied as per delivery schedule. The unsupplied quantities that lapse in the schedule, may be placed on other firms who have ensured timely delivery of material.

12.2. Tenderers should agree for delivery of materials anywhere in Tamil Nadu State to be stipulated by the Board based on the schedule furnished. The delivery so specified shall be guaranteed by the tenderers under liquidated damages clause.

12.3. TNPDCL reserves the right to revise this delivery schedule depending on the actual requirement at the time of placing the purchase order.

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

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

12.6. The TNPDCL will be at liberty to cancel the Purchase order if the supply is not made as per the delivery schedule, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting Suppliers/contractors will be liable to pay to the Board in addition to the liquidated damages for delay, the actual difference in price whenever the Board orders the delayed quantity to be supplied / executed by other agencies at higher rate.

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

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

12.9. **<u>After the issue of Despatch Instruction, if any delay is caused by the supplier in arranging timely despatches, their poor performance will be taken note of while ordering in future.</u>**

13.0. INSPECTION :-

13.1. For New entrants factory inspection will be done by the Board's officers to assess the genuineness in manufacturing the tendered materials and to assess whether the firm have infrastructural facilities to manufacture the same.

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

13.3. <u>The materials will be inspected at site/during check measurement at TNPDCL stores and if defects are noticed at either stage, the materials are liable for rejection. The supply will also be rejected if the materials ordered, do not conform to the relevant drawing and in the opinion of the Inspecting Officer are found not suitable for the purpose for which they are intended.</u>

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

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

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

13.7 Not less than 15 days advance intimation shall be given about the quantity of materials that will be ready for inspection to the TNPDCL's Officers. The arrangement for inspection shall be made by supplier in such a way that the delivery schedule is kept up. The materials shall not be despatched without instruction from TNPDCL.

14.0. DESPATCH INSTRUCTIONS (DI):

Despatch instructions will be issued as per the delivery schedule/ in advance if required by TNPDCL . The details of allotment to consignee and destination stores will be furnished in the Despatch Instructions issued and the materials shall reach the respective consignee EDCs.

15.0. TESTS:

15.1. TEST CERTIFICATE:

15.1.1 Material Test Certificate issued by accredited Lab / Government Lab as per relevant IS for the consignment shall be furnished along with the offer for carrying out inspection and to issue despatch instruction.

15.1.2. The purchaser reserves the rights of having such tests or may decide up on being carried out at site at his own expenses to satisfy himself that the materials have not suffered any damage during transit.

15.2. Routine Tests:

- Routine Test as per IS.13779/1999 of latest issue as amended upto date for the above meters shall be conducted by the manufacturer on finished meters in entire quantity in each consignment. ▪
- Routine Test results shall be submitted in duplicate to the Chief Engineer/Distribution/Tirunelveli Region along with the inspection call and got approved by him before the dispatch of each consignment. ▪

15.3 TEST AT SITE: (Random Sample test):

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

16.0. LIQUIDATED DAMAGES:

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

16.1. If the supplier fails to deliver the materials within the time specified in the PO or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of half a percent (0.5%) of the All-inclusive price of the undelivered Materials for each completed week of delay.

The total liquidated damages shall not exceed ten percent (10%) of the All-inclusive price of the materials so delayed. The actual date of delivery of materials with all its accessories at destination stores will be reckoned as date of delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for inspection, despatch etc. in time to keep up the delivery schedule.

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

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

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

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

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

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

16.8. GST for the Liquidated Damages:
GST at the rate of 18 % will be levied on the Liquidated Damages for delay supplies.

17.0. FORCE MAJEURE:

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

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

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

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

(d) Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, break down of essential machinery or equipment, etc.

(e) Strikes, slow down, and lockouts

(f) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier produces documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply. All the provisions of this clause shall apply whether the disruption cause is total or partial in its effect upon the ability of the supplier to perform.

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

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

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

18.0. GUARANTEE :-

18.1. The entire materials should be guaranteed for satisfactory operation and good workmanship at least for a period of **24 months** against each material from the date of receipt of last consignment of materials at site in good condition.

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

18.3. A written guarantee guaranteeing TNPDCL against any defects in the materials supplied or in the Workmanship should be furnished along with the first bills for payment. This should be operative for the period of 36months from the date of receipt of materials at site in good condition.

18.4. Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified/replaced free of cost within two (2) months on receipt of intimation from the purchaser on such defects of failures. If they are not rectified or replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures and it will be noted for future tenders. A guarantee certificate in the above form shall be submitted along with the bills themselves.

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

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

19.0. LOSS OR DAMAGE

19.1. External damages or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced/rectified by the supplier, free of cost as per **clause 20.0.**

19.2. If during the period of supply, it is found that goods already supplied are defective in material or workmanship or do not conform to specification or 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.

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

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

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

20.0. REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:

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

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

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

21.0. RESPONSIBILITY:

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

22.0. FAILURE TO EXECUTE THE PURCHASE ORDER / CONTRACT:

Suppliers failing to execute the order placed on them to the satisfaction of the TNPDCL under the terms and conditions set-forth therein, will be liable to make good the loss sustained by the Board, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of penalty under the Liquidated Damages clause and forfeiture of security deposit etc. The tenderer will be recommended for black listing with due notice.

23.0. NON-ASSIGNMENT:-

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

24.0. RECOVERY OF DUES:

24.1. The Board is empowered:

(a) To recover any dues against this contract in any bills/ Security Deposit Cum Performance Guarantee/ Earnest Money Deposit / Permanent E.M.D. due to the suppliers either in this contract or any other contract with Board.

(b) To recover any dues against any other contracts of the suppliers with Board, with the available amount due to the supplier / Contractor against this contract.

25.0. RAW MATERIALS:

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

26.0. EFFECTING OF RECOVERIES:

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

27.0. GST REGISTRATION CERTIFICATE:

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

28.0. ARBITRATION ACT NOT TO APPLY:

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

29.0. PAST PERFORMANCE:

29.1. The intending tenderers shall furnish the details of various supply orders executed by them for the past ten years as on the date of Tendering in the proforma enclosed in the Tender Specification as per **Schedule-D** along with end user Certificate for satisfactory performance of the materials supplied.

29.2. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note for, while dealing with the Tenders in future. Tenders furnished by the tenderers without these accompanying details of their past performance are liable for rejection.

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

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

31. PACKING AND FORWARDING:

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

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

32. REJECTION:

The Owner will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise:

i. Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.

ii. Material/Equipment fails on any Test indicated in the Technical Specification.

32.1 The Owner reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, at no extra Cost to the Owner, the defective Material by a new Material. Alternately, the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the Owner at no extra Cost to the Owner.

32.2. **TAKING OVER:**

When the whole of the Works have been completed as prescribed in the Contract, to the satisfaction of the Engineer, the Engineer shall issue to the Contractor a Taking over

Certificate, as proof of the Final acceptance of the Metering arrangements and associated equipments.

33.0. QUANTITIES:

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

34.0. ELECTRICITY RULES:

34.1. 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.

35.0. CLIMATIC CONDITIONS:

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

a) The ambient temperature will be within the range of +10 Degree Centigrade to +50 Degree Centigrade.
b) The altitude will be more than 1200metres.(sea level above)
c) The max. atmospheric humidity will be in the range of 95%.
d) Average number of thunder storm days per annum is 65.
e) Average number of dust storm days per annum is 5.
f) Average number of rainy days per annum is 65.
g) Average annual rainfall is 10.00 cm.
h) The climatic conditions are prone to wide variation in ambient condition and equipments offered under this specification shall be suitable for installation at any place within Tamil Nadu.

36.0. Bidders who have been blacklisted / debarred / having poor vendor rating / any abnormal delay in delivery of materials & uncompleted previous pending orders beyond the delivery period abnormally to the Tender Inviting Authority or to any State Government or Central Government department / Organization should not participate in the Tender during the period mentioned. Bidders who have withdrawn after participating in any of the previous tenders of TNPDCL are not eligible to participate in this Tender.

SD/******

CHIEF ENGINEER/DISTRIBUTION
TIRUNELVELI REGION

SCHEDULE –O

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

To
The Chief Engineer / Distribution,
Tamil Nadu Generation and Distribution Corporation Ltd.,
Tirunelveli Region,
Anna Building,
Maharaja Nagar,
Tirunelvelii 627011.

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

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

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

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TNPDCL failing which TNPDCL may take appropriate action.

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

WITNESS :

1.
2.

Note: Bidder may strike out the para which not applicable

SCHEDULE – P

UNDERTAKING IN LIEU OF E.M.D.

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

THIS UNDERTAKING executed at...................... on this the ....day of .... two thousand and .... by M/S. .... …. herein after called the"Tenderer" to AND IN FAVOUR OF THE TNPDCL, a body corporate constituted under the Electricity (Supply) Act 1948 having its office at NPKRR Maaligai, Electricity Avenue, 144, Anna Salai, Chennai - 600 002, represented by Chief Engineer / Distribution / TIRUNELVELI Region (hereinafter called the TNPDCL)

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

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

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

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

i) if he withdraws his tender before expiry of validity period

ii) if he withdraws his tender after acceptance

i) if he violates any of the conditions of the Tender specification No.

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

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

ii) Withdrawing his tender after acceptance.

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

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

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

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

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

In the presence of Witnesses: SIGNATURE

1.

SCHEDULE - Q

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

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

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

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

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

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

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

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

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

WITNESS :
1.
2.

SCHEDULE – R

SAMPLE :

The L1 Tenderer has to furnish the sample of 11KV Standalone Structure Materials Complete set in complete shape within 7 days as detailed below for inspection and approval on intimation from this office.

It is the responsibility of the L1 Tenderer to ensure that one sample of 11KV Standalone structure material complete set in complete shape shall be arranged to be delivered to **the Chief Stores Officer/Central Store/Thalaiyuthu, EB office campus, Thenkalam Road, Sankar Nagar(PO), Thalaiyuthu-627357** with free of cost, freight and any other incidental charges prepaid and without any obligation on the part of the TNPDCL for safe custody under intimation to the Chief Engineer, Distribution, Tirunelveli Region ,Tirunelveli-627011 failing which the tenders will be summarily cancelled.

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

1. **TNPDCL Specification Number.**
2. **Name or trade mark of the manufacturer.**
3. **Name of the tender with full address.**

The sample once furnished is final. However, the TNPDCL has the right to call for fresh sample, if necessary.

The TNPDCL will not arrange for the clearance of the consignment of samples dispatched and the responsibility will lie with the tenderers only. The TNPDCL cannot be insisted upon for the acceptance of the samples. The samples submitted against this enquiry should be taken back by the tenderers at their own cost after the receipt of due intimation from the TNPDCL. Non Clearance of samples after the receipt of the intimation from TNPDCL will be up to the tenderer's risk.

SCHEDULE – S

TENDER DECLARATION FORM

To

The Chief Engineer / Distribution,
Tamil Nadu Generation and Distribution Corporation Ltd.,
Tirunelveli Region,
Anna Building,
Maharaja Nagar,
Tirunelvelii 627011.

Dear Sir,

Having examined the above specification No. CE/D/TIN/MM/ET.No. 06/2026-27 together with the accompanying schedules etc., we hereby offer to manufacture and supply the materials covered in this specification at the rates entered in the attached schedule of prices.

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

2 In accordance with security deposit cum performance Guarantee clause, Section–V of the specification we agree to furnish NEFT/RTGS/ irrevocable B.G. of 5% of the total accepted value of the contract.

3. 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,

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

SCHEDULE T

TENDER ACCEPTANCE LETTER

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

Date:

To,
The Chief Engineer / Distribution,
Tamil Nadu Power Distribution Corporation Ltd.,
Tirunelveli Region,
Anna Building,
Maharaja Nagar,
Tirunelvelii 627011.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.

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

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site (s) namely: -- as per your advertisement, given in the above mentioned website (s).

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

Yours Faithfully,

(Signature of the bidder,
with official Seal)

SCHEDULE- U

MANUFACTURER'S AUTHORIZATION LETTER

(to be submitted by Original Equipment manufacturers)

No. Dated:

To

THE CHIEF ENGINEER

Distribution

Tirunelveli Region,

Tirunelveli-627011

Dear Sir,

Tender No : Material

Name :

1. We ………………………………… (name of the OEM) declare that we are the are the original manufacturers of the above material having registered office at …………. (full address with telephone number/fax number & email ID and website), and having factories at _

2. We hereby authorize ___________________ (name of the Bidder) to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We hereby declare that we are willing to provide guarantee / warranty and after sales service during the period of as per the above tender.

4. We also hereby declare that we have the capacity to manufacture and supply the quantities of the materials tendered within the stipulated time.

(Name) for and on behalf of M/s.______

Date: (Name of manufacturers)

Place:

Note: This letter of authority should be on the letterhead of the manufacturing (OEM) concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

SCHEDULE – V

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 2021-22 and 2022-23 (FY 2020-21 and FY 2021-22) and we shall file the ROI for Assessment Year 2023-24 (Financial Year 2022-23) within the due date as per the provisions of the said Act.

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

S. No	Assessment Year	Acknowledgement No	Date of Filing
1	2021-22		
2	2022-23		
3	2023-24		
4	2024-25		

Place :

Date :

(Authorized Signatory)
Signature & Seal

<u>**SCHEDULE-W**</u>

<u>**TYPE TEST REPORT**</u>

TNPDCL New 11 KV Standalone Structure materials Complete Set

<table>
<tr><th>S.No.</th><th>Name of Product</th><th>Type Test reports shall be furnished as per IS / IEC Standard of</th><th>Type Test Report nature</th></tr>
<tr><td>1)</td><td>11 KV Vertical Type AB (GOS) Switch</td><td>IS : 9920 (Part 1 to 5) or IEC 62271</td><td>Bidder</td></tr>
<tr><td>2)</td><td>11 KV Solid Core Type HG Fuse Set</td><td>IS : 9385, IEC : 60282 - 2</td><td>Bidder</td></tr>
<tr><td>3)</td><td>Transformer mounting Structure materials with Clamp</td><td>IS : 2062, IS : 1608 & ASTM E 415</td><td>Bidder</td></tr>
<tr><td>4)</td><td>11 KV Pin Insulators Polymer Composite Type</td><td>IEC : 61109</td><td rowspan="4">OEM / Bidder</td></tr>
<tr><td>5)</td><td>11 KV 45 KN Disc Insulator Polymer Composite Type</td><td>IEC : 61109</td></tr>
<tr><td>6)</td><td>Disc Insulator Hardware fittings</td><td>IS : 2486</td></tr>
<tr><td>7)</td><td>9 KV Lightning Arresters Polymer Composite Type</td><td>IEC : 60099</td></tr>
<tr><td>8)</td><td>GI Tapping channel Cross Arm, HT TI Fittings with Back Clamp</td><td>IS : 2062, IS : 1608 & ASTM E 415</td><td>Bidder</td></tr>
<tr><td>9)</td><td>Stay Set with Clamp & HT Guy Insulator</td><td>IS : 2062, IS : 1608 & ASTM E 415</td><td rowspan="8">OEM / Bidder</td></tr>
<tr><td>10)</td><td>GI Earth Wire 8 SWG</td><td>IS : 4826 & IS : 280</td></tr>
<tr><td>11)</td><td>GI Stay Wire 7 / 11</td><td>IS : 4826 & IS : 280</td></tr>
<tr><td>12)</td><td>LT Protection Kit with Pin Insulators & GI Pin</td><td>For LT GI Pin - IS : 7935,
LT Pin Insulator - IS : 1445</td></tr>
<tr><td>13)</td><td>GI Earth Pipe</td><td>IS : 1239</td></tr>
<tr><td>14)</td><td>Danger Board - SMC</td><td>IS : 13410</td></tr>
<tr><td>15)</td><td>Transformer Safety Boot & Sleeves</td><td></td></tr>
<tr><td>16)</td><td>Bolts & Nuts</td><td>IS : 1363</td></tr>
</table>

SCHEDULE-A1
PRICE SCHEDULE

Tender Inviting Authority: CE/D/TNPDCL/TIRUNELVELI

Name of Work:E-tender for procurement of 400 sets 11KV Standalone Complete Set To Tirunelveli Region as per specification

Contract No: CE/D/TIN/MM/ ET- 06/2026-27

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	TEXT	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	Freight Charges (Unloading & Stacking) in Rs. P	GST in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	**TOTAL AMOUNT In Words**
1	**11KV STANDALONE COMPLETE SET AS PER SPECIFICATION**	TO BE QUOTED ONLINE									
Total in Figures											
Quoted Rate in Words											

Price Bid (BOQ) : The Price bid excel sheet attached may be duly filled up and uploaded. Failing which the tender will not be accepted.

COMPANY SEAL SIGNATURE
DESIGNATION
COMPANY
DATE

NOTE: Rates quoted shall be both in words and figures.

ANNEXURE- 2

Guidelines for releasing GST portion to suppliers / Contractors:

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

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

1. The Tax invoices shall have the details of rates, quantity and admissible rate of GST.
2. The suppliers shall pay the GST and file the returns under GST promptly to avoid delay in processing / payment of invoices could be avoided/ minimized. If the supplier paid the GST, their invoices would be exhibited in the GSTR-2A and the same will be taken as GST compliance of Supplier/contractor.
3. The running bills will be passed after verification of the GST paid in the previous month. In case of high value bills (say 10 lakh or above) the GSTR-2A will be verified before passing the bills.
4. In case of one and only bill against the PO/W.C, the bill will be passed after verification of GSTR-2A only.
5. The updated GSTR-2A available in the portal will be utilized in lieu of documentary proof for any GRT claim.
6. Instead of insisting for the hard copy of any document proof such as returns filed, Challons remitted, CA certificate, GSTR-3B the GSTR-2A will be verified for admitting invoices.

The Tax supplier who has availed the scheme of quarterly filing of returns (i.e when turnover is upto 150 Lakhs) the following mechanism will be adopted for passing the bills.

i. If it is only one bill, the GST payment of the supplier's bill will be verified during PO closure.
ii. If there are multiple bills, then
    - (a) Bills related to first 3 months i.e Initial quarter will be admitted inclusive of GST without verifying with GSTR-2A reports.
    - (b) Bills for the subsequent quarter will be passed if GST payment of bills raised on TNPDCL in the earlier processed quarter has been updated and exhibited in GSTR-2A.

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

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