

11.0. **BAR OF JURISDICTION:**

Save as otherwise provided in the Tamil Nadu Transparency in Tenders Act 1998, no action taken by any officer or authority under this Act shall be called in question in any court, and no interim 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.

12.0. **APPEAL:**

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

13.0. **TENDER DOCUMENT:**

- 13.1. "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 TANGEDCO" and also cancelling the award of contract issued to them."

\*\*\*\*\*

## **SECTION - V**

**CE/ MTPS-I/SE/P&A/MM/AEE 1/ O.T. No.: 567 / 2020-21**

### **COMMERCIAL TERMS AND CONDITIONS**

**1.0. SCOPE:**

1.1. The Scope of supply (described in Annexure - I) includes packing, forwarding, insurance and delivery of the materials detailed herein, at Central stores / MTPS – I / Mettur Dam.

**2.0. PRICE:**

- I) The bidder should quote as per scope of work at FIRM price in **Indian Rupees only** as per schedule –A.
- ii) The prices quoted shall be firm inclusive of all tools and plants required, all incidental charges, GST, Insurance etc. and should be for the execution at Mettur Thermal Power Station-I / Mettur Dam-06.
- iii) The rates quoted should be furnished both in **figures** and as well as in **words**.
- iv) The prices quoted shall be firm on F.O.R. Destination giving breakup thereof for basic price, GST, P&F, Freight, Insurance etc.
- v) Offers giving lump sum price, without giving their breakup as per details required in the attached Price Schedule-A shall be liable for rejection.
- vi) The GST should be clearly furnished with (GST and SGST or IGST) % in the price.
- vii) The Freight and Insurance charges, Packing & Forwarding charges should be shown separately. Packing & forwarding, Freight and Insurance charges will be paid only at actuals on production of voucher and not on percentage basis.

**3.0. PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

The Tenderer shall indicate the Permanent Account No. 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.

- 3.1. **The L1 bidder shall furnish the declaration in respect of passing of ITC benefit as per sec 171 of CGST Act as rebate in the price offered. In the event of L1 bidder, specifying the ITC benefit as Nil, the same shall be supported with certificate from chartered accountant. A format of declaration will be as stipulated by TANGEDCO.**

### **An Overview of Goods and Services Tax [GST]:**

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

ii. The GST to be levied by the Centre on intra-State supply of goods and / or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be

called the State GST (SGST)/ UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.

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

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

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

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

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

b) Price is the sole consideration for the supply.

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

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

- He is not engaged in the supply of services other than 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 service

(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 contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.

#### 4.0. **GOODS AND SERVICES TAX:**

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

4.2 The TANGEDCO has been registered as a dealer under GST Act 2017 and the details are given below.

Sl No.	Description	Details
1	Billing Address of the Customer	The Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station-I, Mettur Dam – 636 406.
2	GSTIN Enrolment Provisional Registration No.	33AADCT4784E1ZC
3	ARN	AA330617106413K
4	Type of Customer	Company
5	Name & Address as registered in GSTIN – Principal place of Business	Tamil Nadu Generation and Distribution Corporation Limited, 144, Anna Salai, NPKRR Maaligai, Chennai – 600 002.
6	State of Registration of GSTIN	Tamil Nadu
7	Details of Additional Places of Business	Please see <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a>

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

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

4.4 The GST is applicable to liquidated damage, forfeiture of EMD and Security Deposit if any arises and this amount will be recovered from the bills.

#### 4.5. **GST E-way bill system:-**

E- Way Bill is an electronic document to be generated to cover **interstate movement** of goods value more than Rs.50,000/- and **intra-state movement** (within state of TamilNadu) for consignment value exceeding Rs.1,00,000/- and such generation needs to be done in **e Way Bill portal**.

Consequently, transporters of goods, are required to carry an e-Way Bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, integrated tax and Cess charged, if any. But, it will not include value of freight charges for the movement charged by transporter.

It is the responsibility of supplier/contractor to ensure the delivery of material at MTPS-I stores. Therefore, it is the responsibility of supplier/contractor or their transporters to generate e-way bill before transporting goods for delivery at TANGEDCO's premises.

#### 4.6. **Applicability of GST TDS :**

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

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

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

#### c) **TDS under GST is also applicable in the following cases:-**

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

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

S.NO	Location of Supplier	Location of recipient of supply of goods/services	Place of supply	GST TDS applicability
------	----------------------	---	-----------------	-----------------------

1	Tamil Nadu	Tamil Nadu (as TANGEDCO is in Tamil Nadu)	Tamil Nadu	Applicable (CGST TDS @1% and SGST TDS @1%)
2	State other than T.N	Tamil Nadu (as TANGEDCO is in Tamil Nadu)	State other than T.N	Not Applicable
3	State other than T.N	Tamil Nadu (as TANGEDCO is in Tamil Nadu)	Tamil Nadu	(IGST TDS @ 2%)

**d) TDS under GST is not applicable in the following cases:-**

- 1.Total value of taxable supply  $\leq$  Rs.2.5 Lakh under a contract.
2. Contract value > Rs.2.5 Lakh for both taxable supply and exempted supply, but the value of taxable supply under the said contract  $\leq$  Rs.2.5 Lakh.
3. Receipt of services which are exempted. For example services exempted under notification No.12/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
4. Receipt of goods which are exempted. For example goods exempted under notification No.2/2017 – Central Tax (Rate) dated 28.06.2017 as amended from time to time.
5. Goods on which GST is not leviable. For Example petrol, diesel, petroleum crude, natural gas, aviation turbine fuel (ATF) and alcohol for human consumption.
- 6.Where a supplier had issued an invoice for any sale of goods in respect of which tax was required to be deducted at source under the VAT Law before 01.07.2017, but where payment for such sale is made on or after 01.07.2017 [Section 142(13) refers].
7. Where the location of the supplier and place of supply is in a State(s)/UT(s) which is different from the State / UT where the deductor is registered.
8. All activities or transactions specified in Schedule III of the CGST/SGST Acts 2017, irrespective of the value.
9. Where the payment relates to a tax invoice that has been issued Before 01.10.2018.
10. Where any amount was paid in advance prior to 01.10.2018 and the tax invoice has been issued on or after 01.10.2018, to the extent of advance payment made before 01.10.2018.
11. Where the tax will be paid on reverse charge by the recipient i.e., the deductee.
12. Where the payment is made to an unregistered supplier.
13. Where the payment relates to "Cess" component.

**e. Value of Supply for Deduction of TDS :**

For the purpose of deduction of tax specified above, the value of supply shall be taken

as the amount excluding the central tax, state tax, union territory tax, integrated tax and cess indicated in the invoice i.e., without including the amount of GST charges in the bill.

#### **f) Exemption from TDS**

According to that provision, TDS under GST need not be deducted in respect of the supply of goods and Services or both from a Public sector Undertaking (PSU) to another Public Sector Undertaking with effect from 1<sup>st</sup> day of October 2018. Therefore, no TDS need to be deducted in respect of supplies between Public sector Undertakings Example: NTECL, NTPC, BHEL etc., are owned by Central Government. However TDS provisions will continue to apply for Taxable Supplies from Government and other private agencies with effect from 01.10.2018 as already communicated vide circular 1<sup>st</sup> cited.

Public sector undertakings (PSU) means Government Companies, Government Company means any company in which not less than 51% of paid up share capital held by the Central Government or by any state Government or Governments or partly by the Central Government and partly by one or more State Governments and includes a company which is a subsidiary of such a Government Company. This notification is with effect from 1<sup>st</sup> October 2018 itself.

#### **4.7 Guidelines for releasing of GST on verification of GSTR 2A**

- a) The supplier / contractor should promptly file under GST, to avoid / minimize the delay in processing / payment of invoices, since GSTR1 filed by the supplier / contractor will reflect as GSTR 2A in the portal of the purchasers.
- b) If any discrepancy arises between the value shown in the GSTR-2A and the invoices available, the liability towards GST will be restricted to the lower of the two and GST payment will be made accordingly.
- c) Any lesser GST remittance found in GSTR 2A than claimed from TANGEDCO, the excess collection of GST will be recovered from suppliers / contractors, duly adhering regular procedures if there is any difference between GST claimed from TANGEDCO and remitted to Govt. in GSTR 2A.

#### **5.0. COMPLIANCE OF EPF ACT: APPLICABLE**

- a. Since Mettur Thermal Power Station-I is covered under EPF & MP Act 1952, the contractor who desires to take up works contract for and inside the MTPS –I is required to comply with all the provisions stipulated to EPF & MP Act 1952 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- b. The contractor should have taken separate EPF main code number. (The RPFC has agreed to allot separate code number to each contractor if they apply in the prescribed format)
- c. The contractor shall be responsible for the payment of necessary EPF contributions – both Employer's and Employee's contributions as per the provisions of the EPF & MP Act 1952 in respect of the actual workers engaged for the specified works.

- d. The contractor shall submit necessary returns to the EPF Organization within the stipulated time as required under the said EPF & MP Act 1952;
- e. The contractor shall produce the proof of payment of contributions – both Employer's and Employee's contributions made to EPF Organization in order to claim the Bill for the respective work.
- f. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF & MP Act 1952 in respect of the execution of the Tendered work.

**The bidder shall furnish a certificate in the format as prescribed in Annexure VI while submitting the bills and Indemnity Bond for EPF**

#### **5.1. COMPLIANCE OF ESI ACT: APPLICABLE**

##### **RISK INSURANCE:**

It is incumbent on the part of the Contractor to see that it shall be his sole responsibility to protect the public and his employees, against any accident from any cause and he shall indemnify the Tamil Nadu Generation and Distribution Corporation against any claim for damages for injury to person or property resulting from any such accident and shall also where the provisions of workmen's compensation act apply take steps to properly insure against any claim there under by way of accident, risk, insurance, demand for all purposes of relief, failing the same or otherwise, Contractor alone will be responsible to meet the compensation awarded under the said act.

The Contractor should satisfy the field Superintending Engineer that 'Accident Risk Insurance Policy' is taken before taking over the site for taking up the work and also to satisfy the field Superintending Engineer, that the policy/ policies is/ are kept in force till the contract is completed and the works are taken over by the TANGEDCO, on the issue of completion certificate.

Recoveries will be made from Contractor's bill for any liability for the accidents and refund of the same considered later after the claim is fully settled by the Insurance Authorities.

- a. Since Mettur Thermal Power Station – I is covered under ESI Act 1948, the contractor who desires to take up works contract for and inside the Mettur Thermal Power Station – I is required to comply with all the provisions stipulated to ESI Act 1948 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- b. The contractor should have taken separate ESI main code number.
- c. The Contractor shall be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act 1948 in respect of the actual workers engaged for the specified works.
- d. The contractor shall submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act 1948.