



TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
METTUR THERMAL POWER STATION - I

SPECIFICATION FOR DESIGN, SUPPLY, ERECTION, TESTING & COMMISSIONING
AND 3 YEARS MAINTENANCE OF 50KWp ON GRID SOLAR GROUND MOUNTED
POWER PROJECT NEARBY SWITCHYARD SOUTH-WEST SIDE FENCING AT
MTPS-I UNDER TURNKEY BASIS (EPC) CONTRACT- 1 SET

SPECIFICATION FOR
PROCUREMENT / ~~WORKS CONTRACT~~ / ~~SERVICE CONTRACT~~
THROUGH E-TENDERING

(Through NIC Platform)

SPECIFICATION NO.CE/MTPS-I/SE/P&A/MM/AEE-1/O.T. NO.527 /2021-22

DUE ON.03.08.2021

OPEN TENDER / TWO PART SYSTEM

OFFICE OF THE CHIEF ENGINEER
METTUR THERMAL POWER STATION - I
METTUR DAM - 636 406
TAMIL NADU.

Service Provider: The Tamil Nadu Government e-Procurement System
Website for online bid submission: <https://tntenders.gov.in/nicgep/app>

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

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

2.0 Registration:

2.1 The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.

2.2 As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.

2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.

2.4 Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

2.5 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.

2.6 Bidder then can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

3.0 Contact persons:

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

e-mail : support.etender@nic.in

Contact No.: 044 – 24466495

24902580 Extn.: 332

24917850

4.0 System Requirement:

- i. Operating System: Windows XP-SP3 & above
- ii. Internet browser: IE7 and above.
- iii. Signing type: Digital Signature (class III)
- iv. JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level. For detailed guidance about browser and Java configuration the bidders are advised to go through the video guide available under "Bidders Manual Kit" at

["https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page"](https://www.tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page)

5.0 Searching for Tender Document:

- 5.0 There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- 5.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 5.2 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.

6.0 Preparation Of Bids:

- 6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 6.2 Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 6.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies. **One hard copy of the electronically submitted bid documents except the price schedule shall have to be submitted upon intimation by TANGEDCO after opening of the e-tender.**
- 6.4 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.
- 6.5 The completed bid comprising scanned copy of the proof for the payment of EMD or exemption from payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

7.0 Electronic Submission Of Bids:

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

- 7.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.3 Bidder has to select the payment option as "offline" to pay the EMD amount through RTGS/NEFT or by way of account transfer as applicable and enter details of the instrument.
- 7.4 The scanned copy of payment made through RTGS/NEFT or by way of Account Transfer towards EMD amount has to be uploaded. TANGEDCO shall not be responsible for any delay in uploading the proof of EMD by any mode.
- 7.5 A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 7.6 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.**
- 7.7 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.
- 7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.9 Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7.10 Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the

closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

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

8.0 Late Bid:

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

9.0 Modification and withdrawal of bids:

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

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

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

10.0 ASSISTANCE TO BIDDERS:

10.1 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.

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

It may be noted by the bidders that NIC is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TANGEDCO and the successful bidder(s) subsequent to the bidding process.

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

1	Tender Specification No.	CE/ MTPS-I/SE/P&A/MM/AEE 1/ O.T. NO.527 / 2021-22.						
2	Name of Work	Design, supply, erection, testing & commissioning and 3 years maintenance of 50KWp on grid solar ground mounted power project nearby switchyard South-West side fencing at MTPS-I under turnkey basis (EPC) contract- 1 SETof MTPS-I.						
3	Quantity	1SET						
4	Method of Tender	E-Tender System (Online submission of Part-I – Techno Commercial Bid and Part-II – Price Bid, through Website: https://www.tntenders.gov.in/nicgep/app of NIC.						
5	a) Earnest Money Deposit (EMD)	Rs.27,350/- (Rupees twenty seven thousand three hundred and fifty only) to TANGEDCO account in the form of NEFT/RTGS or by way of Account Transfer. <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;">Account No</td><td style="width: 50%;">: 550518752</td></tr><tr><td>Bank Name</td><td>: Indian Bank Mettur Dam - 636401</td></tr><tr><td>IFSC Code</td><td>: IDIB 000M034</td></tr></table>	Account No	: 550518752	Bank Name	: Indian Bank Mettur Dam - 636401	IFSC Code	: IDIB 000M034
Account No	: 550518752							
Bank Name	: Indian Bank Mettur Dam - 636401							
IFSC Code	: IDIB 000M034							
6	URL for online bid submission for e-tender	https://www.tntenders.gov.in/nicgep/app						
7	Last date for submission of EMD	02.08 .2021 before 12.00 Hr. (The EMD amount has to be received in TNEB /TANGEDCO Account through e payment, by 2 hours before closing time of tender)						
8	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	02. 08 . 2021 up to 14.00 Hrs.						

9	Date & time of opening of tender electronically	03 . 08 . 2021 @ 14:30 Hrs.				
10	Specification at website	<p>The tender specification will be placed at the following web sites. The prospective bidders may download the same.</p> <table border="1"> <tr> <td>TANGEDCO</td> <td>www.tangedco.gov.in</td> </tr> <tr> <td>NIC</td> <td>https://tntenders.gov.in/nicgep/app</td> </tr> </table> <p>The prospective bidders may download the same at free of cost</p>	TANGEDCO	www.tangedco.gov.in	NIC	https://tntenders.gov.in/nicgep/app
TANGEDCO	www.tangedco.gov.in					
NIC	https://tntenders.gov.in/nicgep/app					
11	Documents to be uploaded by the Tenderers during e-submission	Schedules "B" to "G" and Annexure II to VI and other documents whichever is applicable.				
12	Clarification to be sought for from	The Superintending Engineer, Purchase & Administration, Mettur Thermal Power Station – I, Mettur Dam – 636406				
13	Place at which tenders will be opened	Office of the Executive Engineer, Material Management, Mettur Thermal Power Station – I, Mettur Dam – 636406.				

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/MTPS-I

SECTION – I
EARNEST MONEY DEPOSIT

EARNEST MONEY DEPOSIT :

- 1) Tenderer should pay the specified amount towards Earnest Money Deposit as follows
: Earnest Money Deposit : Rs. 27,350 /- (Rupees Twenty Seven thousand three hundred and fifty only).
- 2) The Earnest Money Deposit specified above should be in the form of NEFT/RTGS / Account transfer to TANGEDCO's Account as mentioned above in 5 (a) of Foreword for the above amount.
Scanned copy of the E-receipt duly reflecting the UTR Number must be uploaded. If the EMD amount is transferred from the bidder's account to TANGEDCO's account, then the details reflecting the debit amount from the bidder's account must be uploaded. The EMD amount has to be received in TNEB/TANGEDCO account **through e payment, 2 hours before closing time of tender).**
EMD amount received beyond tender closing time will be summarily rejected.
- 2.1) In case the EMD remittance through same Bank, a copy of Bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank account number of the bidder, and IFSC Code shall be uploaded, so as to verify the credit of same in TANGEDCO bank account scroll for ensuring the EMD compliance of bidders.
- 3) Any other mode of payment of EMD other than NEFT/RTGS/Account transfer to TANGEDCO's Account shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.
- 4) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application after intimation of rejection of tender is sent. The amount will not carry any interest.
- 5) The EMD of successful tenderer will be adjusted towards SD.
- 6) The tenderers who are registered with DGS & D Rate Contract are not exempted from payment of EMD against this tender.
- 7) The EMD will not carry any interest.
- 8) **Having examined the tender specification together with the schedules attached, the bidder is deemed to accept to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfilment of the conditions stipulated in the tender specification i.e. in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.**

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.

Now the condition is such that if the Tenderer shall duly and faithfully observe and perform the terms and conditions specified in terms of the above, then the above condition shall be void. Otherwise the same shall remain in full force.

The Tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

9)x **EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT :**

As per Notification No.S.O.2119(E) dated 26.06.2020 of Government of India, Ministry of MSME, all Micro, Small and Medium Enterprises shall register by Composite criteria under Udyam registration. Hence, all existing enterprises registered under EM-Part II/ UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020 and the procedure for registration & guidelines are given below in Note.

(i) The following categories of Industries are exempted from payment of EMD subject to ensuring that the tendered item/ service should be covered in their Registration Certificate showing the materials permitted to manufacture and period of validity of certificate.

a) The Micro & Small Enterprises located within the State and registered with the Government of Tamil Nadu, Department of Industries and Commerce, District Industries Centre.

- b) The Micro & Small Enterprises registered with the National Small Industries Corporation.
 - c) The Micro & Small Enterprises holding Entrepreneur Memorandum Part II Acknowledgement/ Udyog Aadhaar Memorandum/ Udyam Registration Certificate obtained from the District Industries Centre in respect of those items for which the Registration Certificate has been issued.
 - d) Departments of the Government of Tamil Nadu.
 - e) Undertakings and Corporations owned by the Government of Tamil Nadu.
 - f) Labour Contract Co-operative Societies.
 - g) Tiny Industries 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 covered under the Registration Certificate.
 - h) The Small Enterprises located outside the State and registered with National Small Industries Corporation in respect of those items covered under Registration Certificate.
- (ii) a) The Micro & Small Enterprises having provisional registration certificate are not eligible for exemption.
- b) Central and the State Government Departments/ Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

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

- a) Attested copy of Entrepreneur Memorandum Part II Acknowledgement/ Udyog Aadhaar Memorandum/ Udyam Registration Certificate issued by the Department of Industries and Commerce, District Industries Centre for Micro and Small Enterprises registered within the State of Tamil Nadu.
 - b) Attested copy of Entrepreneur Memorandum Part II Acknowledgement/ Udyog Aadhaar Memorandum/ Udyam Registration Certificate issued by the Department of Industries and Commerce, District Industries Centre in their respective states and Registration Certificate of National Small Industries Corporation Limited for Micro and Small Enterprises registered outside Tamil Nadu.
 - ~~c) Those tenderers under exempted Category from payment of EMD shall upload an undertaking in lieu of EMD in a non-judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only) in the form as per Annexure – III.~~
 - d) Certificate from Chartered Accountant for turn over value for the purpose of classification as per Notification No. S.O.2119 (E) dt 26.06.2020 of Government of India, Ministry of MSME.
 - e) Certificate from Chartered Accountant for investment value in Plant and Machinery for the purpose of classification as per Notification No.S.O.2119 (E) dt 26.06.2020 of Government of India, Ministry of MSME.
- Note :** EM-Part II/ UAM shall be valid only for a period upto 31st March,2021.

(iv) In the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract to the effect to pay as penalty an amount equivalent to EMD. The State Government, Public Sector Undertakings who are exempted from payment of EMD / SD 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.

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

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.

Composite Criteria: A composite criteria of investment in Plant and Machinery or equipments and turnover has been specified to classify an enterprises as Micro, Small and Medium. The composite criteria stipulated in the said notification are to be complied by the micro and small industries for claiming EMD exemption and purchase preference in TANGEDCO's tenders floated from 01.07.2020 onwards.

Classification of Enterprises: 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 one crore rupees and turnover does not exceed five crore rupees
- (ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- (iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

Calculation of Turnover:

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

The turnover value has to be certified by a Chartered Accountant whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover and same is to be uploaded in the bids in case the bidder claims EMD exemption.

Calculation of Investment:

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

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

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 March, 2021.
- iv. An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

Updation and transition period in classification :

An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self declaration basis.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.

In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

11) CONDITIONS FOR REJECTION OF BIDS OF EXEMPTION CATEGORIES :

- a) If the documentary evidences towards exemption from payment of EMD are not uploaded
- b) If the tendered items/ services are not covered in the Registration Certificate uploaded as evidence for exemption from payment of EMD.
- ~~c) If not furnished an undertaking in lieu of EMD specified under SI No. 9 (iii) c.~~

- d) If not signed/ authenticated in all pages of undertaking.
 - e) If the Signature of witnesses not affixed at the end of undertaking along with details of name and address.
 - f) If not furnished the certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value.
 - g) If the documentary evidences produced for exemption from payment of EMD not attested by the Gazetted Officer/ Notary public.
- 12) 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/ Account Transfer
 - ii) ~~The proof of exemption of EMD with an undertaking in lieu of EMD and~~ Certificates from Chartered Accountant in support of investment held in plant and machinery or equipment and turnover value for classification.
- 13) The Earnest Money Deposit made by Tenderer will be forfeited after e-tender opening if:
- (a) the firm withdraws the tender or backs out after acceptance.
 - (b) the firm withdraws the tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
 - (c) the firm violates any of the provisions of these regulations contained herein.
 - (d) the firm revises any of the terms quoted during the validity period.
 - (e) In the event of documents furnished with the offer being 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 TANGEDCO.

SD/---
CHIEF ENGINEER / MTPS-I

SECTION – II

BID QUALIFICATION REQUIREMENTS (BQR)

1)The bidder should have erected 50KWp or above capacity Solar PV Panel plant at Roof top / ground mounting in EPC Contract in a single order value of more than Rs.6.83 lakhs within the past 10 years as on the date of tender opening in TNEB (TANGEDCO/TANTRANSOCO) / State or Central Government organizations / Public Sector Undertaking / State Electricity Boards in India. The date of the purchase order will be reckoned for ascertaining the eligibility of the tender. The purchase order in complete shape should be scanned and uploaded during e-tender.

2)The bidder should have an annual turnover of more than Rs.6.83 lakhs in any one of the three financial years (2017-2018, 2018-2019, 2019-20).

3)The bidders should scan and upload any one of the following statement in support of annual turnover for all the three financial years .(2017-2018, 2018-2019, 2019-20)..

- i) Attested photo copies of Annual Audited balance sheet /profit & Loss statement duly certified by a Chartered Accountant (or)
- ii) Attested copy of turn over statement duly certified by a Chartered Accountant (or)
- iii) Attested copy of sales tax/ GST return filed by the bidder (or)
- iv) Attested copy of Income tax return filed by the bidder (or)

v)Attested copy of Enlistment certificate issued by NSIC containing turnover details of the bidder as a proof of annual turnover.

Note :- The documentary proof for the above BQR shall be scanned and uploaded, failing which their bid will be summarily rejected.

SD/--
CHIEF ENGINEER / MTPS-I

SECTION – IV

CE/ MTPS-I/SE/P&A/MM/AEE 1/ O.T. No.: 527 / 2021-22

INSTRUCTION TO TENDERERS

1.0. THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998:

- 1.1 The Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 1.2 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 Annexure - I) includes packing, forwarding, insurance and delivery of the materials detailed herein, at Central stores / MTPS – I / Mettur Dam /Tamil Nadu.
Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this Tender.

3.0 SUBMISSION OF TENDER OFFER:

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

4.1 SUBMISSION OF TENDERS:

- 4.1.1. The Tender Offer consisting of Schedules and Annexures 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.
- 4.1.2. 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.
- 4.1.3. 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.
- 4.1.4. The tenderer should furnish the GSTIN numbers in the offer.

4.2. Modifications/Clarifications to Tender Documents:

- 4.2.1. At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO 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 .
- 4.2.2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, The Superintending Engineer / P&A / MTPS-I will clarify the same.

4.2.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Superintending Engineer / P&A / MTPS-I on the clarifications will be final and binding on the Tender.

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

4.4. 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.

4.5. **QUOTATION OF RATES:**

4.5.1. 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.

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

4.6. **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.

4.7. **INCOMPLETE TENDERS:**

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

4.8. **AMBIGUITIES IN CONDITIONS OF TENDERS:**

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

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

4.10. 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.

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

4.12. The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, telephone and Fax Nos. etc. in their tenders so as to arrange inspection by the TANGEDCO, if considered necessary.

4.13 **DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**

The prices quoted should be on FOR Destination basis for delivery at Stores/MTPS-I / Mettur Dam

5.0. **TENDER OPENING:**

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

The Tender offers except price Bid will be opened electronically at 14.30 Hrs. on the date notified at the Office of the Executive Engineer/ S&I/ MTPS-I /Mettur Dam through <https://tntenders.gov.in/nicgep/app> **Tenderers need not to visit MTPS-I office during tender opening, whereas tenderers** can witness the tender opening event through their login.

5.2. 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 at 14.30 hrs.

5.3. **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 fulfil the BQR criteria and whose bids are found to be commercially and technically acceptable.

6.0. **INFORMATION REQUIRED AND CLARIFICATIONS:**

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

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

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

6.4. 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 TANGEDCO for rejection of their offer, except as mentioned in Clause-10.0 of Section-IV. The TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANGEDCO.

7.0. **EVALUATION AND COMPARISON OF THE TENDER OFFERS:**

7.1. 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.

7.2. 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.

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

* The quoted price will be corrected for arithmetical errors.

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

* The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + P&F+ Freight and Insurance) + GST.

In case of import of goods would be treated as inter state supplies and would be subject to IGST in addition to applicable customs duty.

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

8.0. **VALIDITY:**

- 8.1. The tender offer shall be kept valid for acceptance for a period of 180 days from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 8.2. Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TANGEDCO.

9.0 **RIGHTS OF THE BOARD:**

9.1 **Rights to reject the tenders:**

- 9.1.1. 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.
- 9.1.2. 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.

Notwithstanding anything contained in this Specification, the TANGEDCO reserves the rights:

- a). To recover losses, if any, sustained by TANGEDCO, 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.
 - b). To cancel the orders for not keeping up the delivery schedule.
 - c). To vary the delivery period based on the requirement and contingencies at the time of placing the order.
 - d). To accept the lowest eligible tender.
 - e). To reject any or all the tenders or cancel without assigning any reasons there of.
 - f). To relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.
- 9.2. 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 TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

10.0. **DEVIATIONS:**

- 10.1. The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

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.: 527 / 2021-22

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 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: 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 www.tangedco.gov.in

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)	Tamil	Applicable (CGST TDS

		is in Tamil Nadu)	Nadu	@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 1st 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 1st 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 1st 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.

e. The contractor shall produce the proof of payment of contributions – both Employer's and Employee's contributions made to ESI 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 ESI Act 1948 in respect of the execution of the Tendered work.

g. In case the Contractor fails to fulfill any of the statutory provisions of the ESI ACT and consequently it happens that TANGEDCO & TANTRANSCO has to meet such requirements of the said ACT or Statutory provisions in the capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements, out of money due and payable to the said contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO & TANTRANSCO.

The bidder shall furnish a certificate in the format as prescribed in Annexure v while submitting the bills and Indemnity Bond for ESI

Note: All the contractors of TANGEDCO & TANTRANSCO should register their establishment under the Pradhan Mantri Rojgar Protsahan Yojana (PMRPY) scheme with the Employees Provident Fund Organization.

6.0) 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.
 - c) Not satisfying any one of the Bid Qualification Requirement as stipulated in Section – II.
 - d) The tenderers should quote **minimum quantity of 10%** of tendered quantity. The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall 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 – G is not signed and enclosed.**
 - c) With validity period less than that stipulated in this specification.
 - d) Not in conformity with TANGEDCO's Commercial terms and Technical Specifications.
 - 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 G.
 - j) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
 - k) Received after tender opening.
 - l) The offer of bidders who have not furnished the TIN Number in the offers.
 - m) Correct GST / HSN code should be furnished.
 - n) The Bidder should scan and upload End User Certificate / Performance Certificate for the above work/ Purchase Order(One Year).

7.0. **INSURANCE:**

7.1. Contracting firms shall arrange insurance for the equipment/materials and all its accessories being supplied by them, through any of the Nationalised Insurance Companies. The equipment/ materials shall be insured to cover transport (from Warehouse) and 60 days storage risk at site. The damages, if any, during transit will be reported within 30 days of receipt of materials. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from Insurance, Under writers/Carriers.

8.0. **PACKING AND FORWARDING:**

8.1. 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.

8.2. 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 TANGEDCO Ltd. The equipment/ Materials shall be unloaded at Destination Stores/Sites by the supplier at free of cost.

9.0. **DESPATCH INSTRUCTIONS:**

9.1. The details of allotment to consignee and destination stores will be furnished at the time of issue of Despatch Instructions.

10.0. **PAYMENT TERMS:**

10.1 Payments for the supplies will be made by Cheque on any one of the Nationalised Banks/Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu. The bank charges involved in making the payment will be to the account of the supplier.

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

Payment for supplies against this order shall be made as follows against GST Invoice:-

1) for supply / erection / testing / commissioning of plant within the contractual period:

95% of the all inclusive price (including GST) of the Purchase order value will be paid within a period of 90 days after erection, testing and commissioning of plant and equipment at site and meeting the technical requirements of the tender specification and production of certificates / documents specified. In the event of TANGEDCO filing to keep the stipulated time frame for

releasing payment, simple interest for the delayed payment shall be paid by TANGEDCO to the vendors at the SBI three months MCLR rate for the delayed period beyond 90 days.

Balance 5% payment will be released after completion of guarantee period (after 3 years).

2) for supply / erection / testing / commissioning of plant beyond the contractual period:

95% of the all inclusive price (including GST) of the Purchase order value will be paid within a period of 90 days after erection, testing and commissioning of plant and equipment at site and meeting the technical requirements of the tender specification and production of certificates / documents specified after deducting the appropriate amount of Liquidated damages. In the event of TANGEDCO failing to keep the stipulated time frame for releasing payment, simple interest for the delayed payment shall be paid by TANGEDCO to the vendors at the SBI three months MCLR rate for the delayed period beyond 90 days.

Recoveries on account of delayed erection, testing & commissioning, if any shall be made from the above said payments as per LD clause.

Balance 5% payment will be released after completion of guarantee period (after 3 years).

3) payment for operation & maintenance and comprehensive maintenance period:

The supplier shall provide comprehensive maintenance of the items for three years, which shall include preventive maintenance and corrective maintenance. The maintenance shall also include replacement of all parts/consumables.

4) In case of delay in supply, the materials will be accepted subject to the following conditions:

- a) There should be no declining trend in prices.
- b) Payment will be released as per the latest purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damage for the belated supplies.
- c) TANGEDCO reserves the right to accept or reject the delayed supplies without assigning any reason therefore and take action as per the other terms and conditions of the Purchase order.

Note:- Payment will be made by cheque on any one of the commercial Bank or their branches in Tamil Nadu as may be decided by the Board from time to time. Exchange commission for issue of Draft will be to the account of the supplier.

10.3 The bills for payment will be passed only after the approval/acceptance of the following.

- 1) Security deposit cum Performance Guarantee for 5% of value of order.
- 2) Attested copy of IT PAN/ GST Registration certificate.
- 3) Guarantee & Test Certificates
- 4) Supply of manuals, Spares as stipulated in Section – VII Technical.

10.4 The Supplier should dispatch only after getting dispatch instruction from the consignee Superintending Engineer. If the supplier dispatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage of wharfage or both and only the supplier should bear any expenditure arising out of such unapproved dispatches.

11.0. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

11.1. The successful tenderer will have to furnish 5% of order value as Security

Deposit cum Performance Guarantee by means of D.D./Bankers Cheque /Irrevocable Bank guarantee as detailed below:

- 11.2. The mode of payment for the Security Deposit cum Performance Guarantee by furnishing of Demand Draft/Banker's Cheque/Pay Order to the Superintending Engineer/P&A, MTPS – I, Mettur Dam - 636406.
- 11.3. Banker's Cheque or Pay Order/Demand Draft/Irrevocable Bank Guarantee will be accepted towards payment of Security Deposit cum Performance Guarantee for the value of Purchase order exceeding Rs.10 lakhs. In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee to 5% of the order value.
- 11.4. The security deposit cum performance Bank Guarantee shall be returned to the contractor after the expiry of guarantee period ensuring a capacity utilization factor (CUF) of 19 % for the entire guarantee period of 36 months and also after any defects / damages during the guarantee period are rectified /replaced.
If TANGEDCO incurs any loss or damages on account of breach of any of the clause or any other amount arising out of the contract becomes payable by the supplier to TANGEDCO, then TANGEDCO will in addition to such other dues that shall have under the law, appropriate the whole or part of the security deposit cum performance bank guarantee and such amount that is appropriated will not be refunded to the supplier
- 11.5. The successful tenderer will have to furnish the Security Deposit cum Performance Bank Guarantee within 15 days from the date of receipt of P.O. The security deposit cum Performance Bank Guarantee will not carry any interest. The TANGEDCO Ltd also reserves the right to accept the belated submission of security deposit cum Performance Bank Guarantee by levying penal interest at the rate of 22% per annum from the date of expiry of 15 days time limit till the date of actual submission of the security deposit cum Performance Bank Guarantee. The interest for penal levy will be recovered from supplier's first bill.
- 11.6. 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.
- 11.7. The security deposit cum performance BG shall be valid for a continuous period of 36 months (thirty six months), from the date of commissioning and handing over of solar power plant. In case of delay in commissioning, the BG should be extended suitably. And the Bank Guarantee should be a single bank Guarantee. The firm has to furnish the security deposit cum performance BG in the prescribe format enclosed in the Scheude H.
- 11.8 When there is delay in supply, the Bank guarantee towards combined Security Deposit cum Performance Guarantee shall be got extended suitably.
- 10.9 No tenderer is exempted from payment of combined Security Deposit cum Performance Guarantee.
- 12.0. **DELIVERY:**
Supply, Installation & Commissioning : Within three months from the date of receipt of Order.
- 12.1 i) Place of Delivery of Materials: M.T.P.S – I stores / Mettur Dam 6.
ii) The delivery period shall be as mentioned under Annexure - I of this specification.
iii) The offer from ready stock is preferable.

- 12.2. The actual date of receipt of each material with all accessories will be reckoned as the date of receipt at MTPS Stores / Mettur Dam for the purpose of calculation of liquidated damages in respect of that material.
- 12.3. The contractual delivery period will not be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period. TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 12.4. TANGEDCO Ltd reserves the right to cancel the quantities not supplied as per delivery schedule.
- 12.5. TANGEDCO Ltd also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 12.6. TANGEDCO Ltd reserves the right to revise this delivery schedule depending on the actual requirement at the time of placing the purchase order.
- 12.7. To ensure sustained supply without any interruption, TANGEDCO reserves the right to place orders among more than one tenderer.
- 12.8. The TANGEDCO Ltd will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the indent, 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 contractors will be liable to pay to the TANGEDCO Ltd in addition to the liquidated damages for delay, the actual difference in price whenever the TANGEDCO Ltd orders the delayed quantity to be supplied / executed by other agencies at higher rate.
- 12.9. 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.
- 12.10. It is the responsibility of the supplier to give 30 days' advance information for inspection, dispatch of materials and other obligations under the terms and conditions of this contract in order to deliver the units within the contractual delivery period quoted /agreed.
- 12.11. The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 12.12. 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.

13.0. **LIQUIDATED DAMAGES:**

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

- 13.1 It is the responsibility of the supplier to arrange for inspection, despatch etc. in time to keep up the delivery schedule.
- 13.2 If the contractor fails in the due performance of the contract within the time fixed by the contract or any extension thereof, the purchaser shall recover from the contractor as Liquidated Damages for delay in supply / execution of work **A SUM OF HALF PERCENT (1/2%) OF THE CONTRACT PRICE OF THE UNDELIVERED MATERIALS / INCOMPLETE PORTION OF WORK FOR EACH COMPLETED WEEK OF DELAY AND**

THE TOTAL SHALL NOT EXCEED 10% OF THE CONTRACT PRICE OF MATERIALS / WORKS SO DELAYED. Liquidated damages will also be recovered for the **quantity not supplied**

13.3 If the supply effected in part/works executed in part could not be beneficially used by the TANGEDCO (due to such incomplete supply / execution), Liquidated Damages shall be worked out on the basis of entire contract value and not on the value of the delayed portion only.

13.4 In case of default in executing the work/ supply of materials, the contractor is liable to pay to the Boards, in addition to Liquidated Damages for delay, the actual difference in price, wherever the Board orders the delayed quantity to be supplied / works to be executed by other agencies at a higher rate.

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

13.6 The TANGEDCO will also be at liberty to terminate the contract / cancel the order if the contractor slows down works abandons or does not use quality materials / if the supply is not completed within the accepted delivery period, without prejudice to levy of Liquidated Damages applicable for belated supplies / delayed works.

13.7 If the supplies or services to be rendered against the contract are made by the contractor beyond the stipulated delivery in the contract and they are accepted by the Board, such acceptance is without prejudice to TANGEDCO's right to levy Liquidated Damages for any delay in supply.

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

13.9. Tenderer's not giving clear and specific acceptance to the above clauses is liable to be rejected.

13.10 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.

13.11 The penalty, if any, will be recovered from any amount due to the contractor either in this purchase order / contract or any other Purchase Order / contract placed on him, including SD, Retention amount, Balance amount etc.

Note: GST shall be applicable on liquidated damages.

14.0. **GUARANTEE:**

1. The entire works inclusive of the materials supplied by the supplier should be guaranteed for satisfactory operation at least for a period of 36 months from the date of commissioning and handing over of the plant to the TANGEDCO.

2. Any defects noticed during this period shall be rectified free of cost to the TANGEDCO immediately within 48 hours from the date of intimation of failure. Irrespective of number of failures and repairs, the suppliers are responsible for replacement of defective materials till the completion of guarantee period.

3. A written guarantee guaranteeing the TANGEDCO against defects in the materials supplied, either in materials or workmanship, should be furnished preferably along with the initial bill payment. The guarantee shall be operative for a period of Thirty six (36) months from the date of commissioning and handing over of the solar power plant to TANGEDCO.

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 48 hours on receipt of intimation from the purchaser on such defects of failures. If, they are not rectified or replaced within this period the supplier shall pay the liquidated damages as per the liquidated damages clause in the LOA for the delay from the date of receipt of intimation for the defects of failures. Any expenditure incurred in the transportation of materials for rectification or replacement will be to the suppliers account.

5. The incidental expenses, transport and freight charges for the replacement of defective materials within guarantee period may also be borne by the supplier till such time it serves continuous period of 36 months.

6. The supplier shall guarantee among other things, the following

- i) Quality and strength of materials used.
- ii) Performance figures given by the suppliers in the schedule of Guaranteed particulars.
- iii) Safety and accident free operation of the plant.

7. In the event of any emergency where in the judgment of the Engineer, delay would causes serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the supplier and the cost of such work shall be paid by the supplier. In the event such action is taken by the Engineer, the supplier will be noticed promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the supplier of his liability under the terms and conditions of the Purchase order.

8. If it becomes necessary for the supplier to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of Thirty six (36) months/ or the periods as mentioned in guarantee clause, from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the supplier's risk and cost but without prejudice to any other rights, which the Owner may have against the supplier in respect of such defects.

9. The repaired or new parts will be furnished and erected free of cost by the supplier. If any repair is carried out on his behalf at the site, the supplier shall bear the cost of such repairs.

10. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the supplier, the same shall be borne by the supplier.

11. The acceptance of the equipment by the Engineer shall in no way relieve the supplier of his obligations under this clause.

12. The provisions contained in this clause will not be applicable:

a) If the owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.

b) In case of normal wear and tear of the parts to be specified mentioned by the supplier in the offer.

The tenderer shall produce a guarantee certificate for the above supply, erection & commissioning in a Non-Judicial Stamp paper of value Rs.80/-. If any defect noticed in the workmanship / materials the same should be made good at free of cost.

15.0. TEST CERTIFICATE:

Test Certificates / Reports from IECQ / NABL accredited laboratory for relevant IEC / equivalent BIS standard for quoted components shall be furnished. Type Test Certificates / reports shall be provided for the solar modules and solar grid tied inverters up to 25 KW to provide evidence of compliance with standards as specified above. TANGEDCO reserves the right to ask for additional test certificates or (random) tests to establish compliance with the specified standards.

16.0. INSPECTION: : NOT APPLICABLE

The materials covered in this order are subject to inspection in the presence of TANGEDCO Engineer at supplier's premises. The expenses connected with the deputation of such inspecting Engineers shall be borne by the Board. You shall provide necessary facilities for such inspection. You are requested to intimate the readiness of the materials for inspection at least 15 (Fifteen) days in advance for deputing our Engineer. Despatch Clearance will be given after inspection at your works. Inspection by Engineers shall not absolve you off the responsibility of supplying the materials conforming to the specification

17.0. PRICE PREFERENCE:

No price preference shall be given for Domestic small scale Industrial units and for the Public Sector undertaking of State Government (Viz. Govt. of Tamil Nadu) during evaluation.

18.0. LOSS OR DAMAGE:

- i) You are responsible for the safe delivery of the equipments / materials at destination.
- ii) You are responsible to assess the damages or shortages that occurred in transit and to pursue the claims with the insurers / carriers.
- iii) External damages and or shortages that are prima facie the results or rough handling in transit or due to defective packing will be intimated within 21 days (3 weeks) of the receipt of the materials at site. Internal defects, damages or shortages of any integral parts, which cannot ordinarily be detected on a superficial visual examination, due to bad handling in transit or defective packing would be intimated within one month from the date of receipt of materials at site. In any case the defective parts should be replaced by you free of cost.
- iv) In the event of supplies being received damaged or short at the destination station, the cost of such materials, Railway freight, Sales Tax (If payable) and insurance premium and other charges payable thereof will be paid only proportionate to the value of the materials received in good conditions, unless the damaged goods or short supplies are made good free of cost by you.
- v) Any defect of manufacture discovered after the first and before second payment should be rectified free of charge and all defective materials replaced.

19.0. REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:

- (i) Notwithstanding anything contained in the above liquidated damages clause, when the whole or part of the materials supplied by the supplier are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of

defects/damages either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced at free of cost within two months from the date of receipt of the intimation from the purchaser. If the Defects or Damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages as per liquidated damages clause given above, for the delay in rectification / replacement of the defects or damages.

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

(iii) "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 the Board such as Liquidated Damages, ground rent, etc. as may be determined by the Purchaser".

20.0. FORCE MAJEURE:

If at any time during the continuance of this contract performance in whole or in part of any obligation under the contract shall be prevented or delayed by reasons of any war hostility Acts of Public, enemy acts or Civil commotion, strikes, lockouts, sabotages, fire, flood explosions, epidemics, quarantine restrictions or other acts of God (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality is given by the supplier to the Board within 15 days from the date of occurrence thereof neither party shall eventually be entitled to terminate this contract nor shall have any claim for damages against the order in respect of such non-performance of delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

Provided that if the performance in whole or part by the supplier or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period not exceeding 60 days, the Board may at its option terminate this contract by notice in writing. The Board will also be at liberty to cancel the order if the supply is not completed within the above accepted delivery period notwithstanding the liquidated damages applicable for the belated supplies.

21.0. JURISDICTION FOR LEGAL PROCEEDINGS:

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 or District Court at Salem or sub-Court at Mettur Dam or at the District Munsif Court at Mettur Dam. 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 arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the state of 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- F in a non-judicial stamp paper of Rs.80/= agreeing to the above condition.

22.0. DUES TO THE BOARD:

The Board is empowered:

- a) To recover any dues against this contract in the Bills/Security deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with Board.
- b) To recover any dues against any other contract of the suppliers with Board, with the available amount due to the suppliers against this contract.
- c) To recover the difference in cost of the item, between the price offered by the failed tenderer and the Prospective new tenderer becoming lowest bidder in a fresh P.O issued for the same item subsequently.

23.0. RIGHTS OF THE BOARD:

23.1) Notwithstanding anything contained in this Specification, the TANGEDCO reserves the rights:

- a) to vary the quantity finally ordered to the extent of 25% indicated in the Tender document.
- b) to split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the public interest.
- c) to recover losses , if any, sustained by TANGEDCO, 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 TANGEDCO.

23.2) 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 TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

24.0. 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.

25.0. FAILURE TO EXECUTE THE CONTRACT:

Contractors failing to execute the order placed on them to the satisfaction of the TANGEDCO under the terms and conditions setforth therein, will be liable to make good the loss sustained by the TANGEDCO, 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.

26.0. NON-ASSIGNMENT:

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

27.0. **RECOVERY OF DUES:**

27.1. The TANGEDCO Ltd is empowered:

- a). To recover any dues against this contract in any bills/ Security Deposit/ Earnest Money Deposit / Permanent E.M.D. due to the suppliers either in this contract or any other contract with TANGEDCO Ltd.
- b). To recover any dues against any other contracts of the suppliers with TANGEDCO Ltd, with the available amount due to the supplier against this contract.

28.0. **EFFECTING OF RECOVERIES:**

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

29.0. **ARBITRATION ACT NOT TO APPLY:**

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

30.0. **QUANTITY ALLOCATION:**

At the time of issuing P.O. for supply of materials, TANGEDCO reserves the right to allocate the quantity after ensuring the manufacturing capacity, ability of supply, quantity offered and past performance.

31.0. **APPEAL:**

Any tenderer aggrieved by the order of Tender Accepting Authority (Competent Authority), may prefer an appeal to the Govt. within 10 days from the date of receipt of order.

32.0. **QUANTITY VARIATION:** Not applicable

33.0. **SUPPLY AT LOWER RATES:** applicable

You shall accept for the condition that if the materials are supplied at lower rates to any other Customer within the period of one year from the date of PO, then the lower rates shall necessarily be passed on to the Board against this Purchase Order also.

34.0 VENDOR REGISTRATION :

In TANGEDCO / TANTRANSCO, Vendor Registration has come into effect from 01.01.2021 as per TANGEDCO proceedings 311 dated 29.12.2020. The firms must register in the online vendor portal Website: <http://exam.tnebnet.org/tnebvend> for Vendor Registration.

35.0 STATUTORY COMPLIANCE CLEARANCE CERTIFICATE:

The contractor has to obtain the Statutory compliance certification for the work contracts from the service providers. The required documents should be submitted through on line by the respective contractors. Such applications for the statutory clearance certificate will be allocated to one of the service provider, in the panel, in automatic digital rotation method. The charges for such clearance certificate will be at the rate of Rs.2.00/- per man day /per month with minimum charges of Rs.3,200/- and Rs. 300/- for re-audit due to reasons attributable to the contractor. The charges should be paid by the respective contractors to the service provider through online.

In TANGEDCO / TANTRANSCO from 01.01.2021 the digital based statutory compliance services should be integrated with the bill processing system. The bills will be processed only after the automatic clearance from the digital based statutory compliance services.

36.0. **GENERAL**: All rules and provisions as per GST Act is applicable

37.0. **CAUTION**:

1. Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms.
2. 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 the tenderers will be forfeited or 1% of the P.O. value will be levied as penalty in addition to blacklisting them for future tenders / contracts in Tamilnadu Electricity Board.
3. The Guidelines issued in Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 will be followed.

SD/--
Superintending Engineer / P&A / MTPS - I

ANNEXURE – I – Technical specification

SPECIFICATION No. CE / MTPS-I / SE/P&A / MM / AEE.1 / O.T NO. 527 / 2021-22

Sub:- MTPS I – MM – MRT Division – E-tender for the Design, supply, erection, testing & commissioning and 3 years maintenance of 50KWP on grid solar ground mounted power project nearby switchyard South-West side fencing at MTPS-I under turnkey basis (EPC) contract --1 set to the Mettur Thermal Power Station-I – Reg.

Please quote your lowest price for supply of the following materials as per the specification furnished hereunder.

Sl.No.	Description of Article	Qty.
1.	Design, supply, erection, testing & commissioning and 3 years maintenance of 50KWP on grid solar ground mounted power project nearby switchyard South-West side fencing at MTPS-I under turnkey basis (EPC) contract	1 set
	(As per the technical specification, Annexure-1A & Annexure II (Detailed scope of work) enclosed)	

Supply, Installation & Commissioning : Within 3 months from the date of receipt of PO .

Test certificate : Test Certificates / Reports from IECQ / NABL accredited laboratory for relevant IEC / equivalent BIS standard for quoted components shall be furnished. Type Test Certificates / reports shall be provided for the solar modules and solar grid tied inverters up to 25 KW to provide evidence of compliance with standards as specified above. TANGEDCO reserves the right to ask for additional test certificates or (random) tests to establish compliance with the specified standards.

SD/---
CHIEF ENGINEER/MTPS-I.

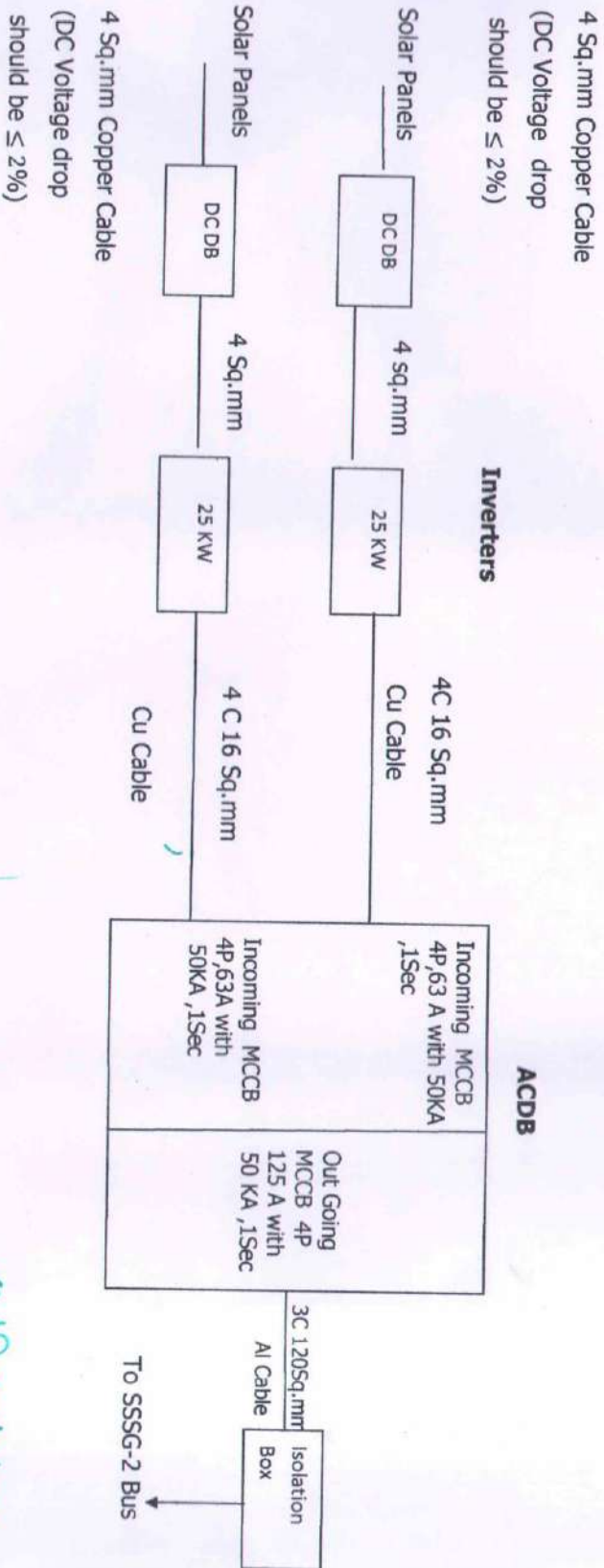
Copy to the Superintending Engineer/ES/MTPS-I.

Copy to the Executive Engineer/EM-1/MTPS-I. w.r. to the Indent No.: 20/13.01.2021

To check the material specification & quantity and deviation if any shall be intimated immediately].

DRAWING

Single Line Diagram for the Proposed Ground mounting Solar Power Plant 50kwp at Switch Yard South west side Fencing at MTPS-I



K.P. Suresh Kumar
EE/EM-I/MTPS-I

Annexure -IA

Design, supply, erection, testing & commissioning and 3 years maintenance of 50KWP Solar PV On Grid Solar Ground Mounted Power project near by switchyard fencing at MTPS-I under turnkey basis. (EPC Contract)

Civil Jobs:

- Land levelling
- Chain link fencing for 700 Sq.mtr area
- Excavation of 1 Mtr depth piling for civil foundation and RCC filling
- Construction of Civil foundation (300*300*300) for Module Mounting Structure
- Excavation of earth pit
- All necessary civil works are to be carried out.

Mechanical Jobs:

- Supply & Fixing of Hot Dip Galvanized Module Mounting Structure
- Supply & Fixing of SPV Modules over structure
- Installation of Grid Tie Inverter
- Supply & Installation of ACDB with metering panel
- Supply of Maintenance free earth electrode with chamber
- Module Cleaning system.

Electrical Jobs:

- Termination of cable between SPV module & Inverter Laying & Termination of power cable between inverter & LT Panel
- Laying of Earth Strip with earth rod
- UV Protected cable ties & supply
- Laying & Termination of shielded cable
- Laying & termination of communication cable
- Installation & Commissioning of Complete Solar PV System
- CIEG Approval for 50 KWp System.

(The above project includes Solar PV panels, Inverters, ACDB, DCDB, AC/DC cables, mounting structures, etc., as per Technical specification enclosed)

This price includes AMC for First 3 years.

ANNEXURE – II DETAILED SCOPE OF WORK

1.SCOPE : Design, supply, erection, testing & commissioning and 3 years maintenance of 50KWP Grid Interactive Ground Mounted Solar Power Plant complete with all Mountings and Accessories nearby switchyard south – west side fencing at MTPS-I Under Turnkey basis (EPC Contract).

2. GENERAL REQUIREMENTS:

The Solar PV Power plant shall have capacity of 50KWp. The power plants shall provide the following general requirements.

The plant should have the Capacity Utilization Factor (CUF) of not less than 19% as per the CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations 2012. Supply of adequate capacity of SPV modules, inverters, etc to ensure maximum generation.

The power plant has to operate in parallel with the grid system which is an infinite electrical system. Any faults not taken care will result in damage of SPV power plant, thus the Solar Power Plant has to protect its equipment against any possible fault or other disturbances from the Grid.

All the materials shall be as per standard SPV plant requirements and may adhere to the necessary safety standards and environmental requirements.

A grid-tied Solar Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structures, Solar Grid Inverter (SGI), control and protection devices, circuit breakers, interconnection cables and switches.

Components and parts used in the SPV power plants shall conform to the BIS or IEC or other international specifications, wherever such specifications are available and applicable.

The supplier should be registered with TEDA.

3. Quality and Workmanship:

Solar PV modules are designed to last 25 years or more. It is therefore essential that all system components and parts, including the mounting structures, cables, junction boxes, distribution boxes and other parts also have a life cycle of at least 25 years. Therefore all works shall be undertaken with the highest levels of quality and workmanship. During inspection, TANGEDCO and its representatives will pay special attention to neatness of work execution and conformity with quality and safety norms. Noncompliant works will have to be redone at the cost of the Installer.

4.System Configurations:

Name of the Beneficiary	
System capacity	50kWp
Total power output of Panels	should not be less than 50 Kwp
Type of PV module	Indigenous Poly Crystalline module
Minimum rated power of each module	335Wp and above
Solar Grid Inverter minimum KVA	Minimum KVA is as per the respective required capacity

5. Specifications of Solar PV Modules:

Solar PV modules should be of the Poly crystalline silicon type, manufactured in India specifications of the solar PV modules are given below:

Type	Poly Crystalline silicon
Origin	Manufactured in India
Efficiency	$\geq 13\%$
Fill factor	$\geq 70\%$
warranty	Panel output (Wp) capacity to be $\geq 90\%$ at the end of 12 years and $\geq 80\%$ of at the end of 25years
Module frame	Non-corrosive and electrolytically compatible with the mounting structure material
Termination box	Thermo-plastic, IP 65, UV resistant
Blocking diodes	Schottky type
Module minimum rated power	The nominal power of a single PV module shall not be less than 335Wp .
RF Identification tag data	a) Name of the manufacturer of PV Module b) Name of the Manufacturer of Solar cells c) Month and year of manufacture (separately for solar cells and module) d) Country of origin (separately for solar cells and module) e) I-V curve for the module f) W_m , I_m , V_m and FF for the module g) Unique Serial No and Model No of the module h) Date and year of obtaining IEC PV module qualification certificate i) Name of the test lab issuing IEC certificate j) Other relevant information on traceability of solar cells and module as per ISO 9000 standard.
Power output rating	To be given for standard test conditions (STC). IV curve of the sample module shall be submitted
Compliance with standards and codes	IEC 61215 / IS 14286 IEC 61730 Part 1 and 2

The PV System shall support Remote Monitoring of important Parameters. The system shall be designed such that personnel without any background knowledge in Microprocessor-based Technology are able to Operate the System. The operator interface shall be such that operating personnel shall be able to operate the system easily after having received some basic training.

- a) The Manufacturer shall arrange Certification on Qualification of PV Modules.
- b) The SPV Cells shall be manufactured using unique highly efficient diffusion process or any other technology so as to ensure uniform diffusion profiler to achieve close spread and higher efficiency for each cell.
- c) The PV Modules shall be made of light weight cells, resistant to abrasion, hail impact, rain, water and environmental pollution. The PV Modules shall be provided with antireflection coating and Back Surface Field (BSF) structure to increase conversion efficiency.
- d) The PV Module shall use lead wire with weatherproof connector for output terminal.
- e) The terminal box on the module should have a provision for opening for replacing the cable, if required.

6. Solar PV Mounting Structure:

The PV modules shall be mounted on fixed metallic structures having adequate strength and as per specifications given below which can withstand the load of the modules and high wind velocities. The array structure will be made of hot dip galvanized steel or aluminium. The Civil, Fabrication works required for the successful Installation and Commissioning of complete system shall also be in scope of Supplier.

7. Detailed specifications for the mounting structure are given below:

Wind velocity withstanding capacity	150 Km/hr
Structure material	Hot dip galvanized steel with a minimum galvanization thickness of 80 microns and the structural patterns shall be made before galvanizing.
Bolts, nuts, panel mounting clamps, fasteners (with spring washers)	Stainless steel SS 304
Mounting arrangement for For open mud yard	<ul style="list-style-type: none"> • Land leveling • Chain link fencing for 700 Sq.mtr area • Excavation of 1 Mtr depth piling for civil foundation and RCC filling • Construction of Civil foundation (300*300*300) for Module Mounting Structure • Excavation of earth pit • All necessary civil works to be carried out.
Installation	The structures shall be designed for simple mechanical on-site installation. There shall be no requirement of welding or complex machinery at the installation site
Minimum distance between fencing edge and mounting structure .	0.6m
Access for panel cleaning and maintenance	Provisions to be made for module cleaning system. All solar panels must be accessible from the top for cleaning and from the bottom for access to the module junction box.
Panel tilt angle	North – south orientation with a fixed tilt angle of 11 – 13 degrees (depending on location), south facing

8. Solar Array Fuse:

The cables from the array strings to the solar grid inverters shall be provided with DC fuse protection. Fuses shall have a voltage rating and current rating as required. The fuse shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

9. Solar Grid Inverter:

The solar grid inverter converts the DC power of the solar PV modules to grid-compatible AC power. The detailed specifications of the solar grid inverter are given below.

Total output power (AC)	To match solar PV plant capacity while achieving optimum system efficiency
Input DC voltage range	As required for the solar grid inverter DC input.
Maximum power point (MPPT) tracking	Shall be incorporated
Number of independent MPPT inputs	1 or more
Operation AC voltage	For above 4kWp - Three phase 415V (+ 12.5%, -20%)
Operating Frequency range	47.5 – 52.5 Hz

Nominal frequency	50 Hz
Power factor of the inverter	>0.98 at nominal power
Total harmonic distortion	Less than 3%
Built-in Protection	<ul style="list-style-type: none"> • AC high / low voltage; AC high /low Frequency • The PCU must automatically synchronize with the grid and should shutdown in case of faults and very low power generation, and wake-up automatically from shutdown state. • In all faulty conditions the system should get isolated from grid and should start working when the grid is healthy • Phase sequence reversal should be automatically detected and system should continue to work. • Anti- Island Protection: When the grid fails the system should stop operation and it get isolated from the grid within a cycle before getting any damage to the system.
Anti-islanding protection	As per VDE 0126-1-1 / IEC 60255.5 / IEC 60255.27 / IEC 62116
Operating ambient temperature range	-10 °C - +60 °C
Humidity	0 – 95% Rh
Inverter efficiency	>=98%
Inverter weighted efficiency	>=94%
Protection degree	IP 65 for outdoor mounting
Communication interface	RS 485 / RS 232 / RJ45
Safety compliance	IEC 62109-1, IEC 62109-2
Environmental Testing	IEC 60068-2 (1,2,14,30)
Efficiency Measurement Procedure	IS/IEC 61683
Cooling	Convection
Display type	LCD for data display. LCD / LED for status display
Display parameters to include	Output power (W), cumulative energy (Wh), DC voltage (V), DC current (A), AC voltage (V), AC frequency (Hz), AC current (A), cumulative hours of operation (h).

Vendor is required to optimize generation of electricity in terms of kWh generated with available Solar Radiation at the site (may be obtained through use of efficient electronics, lower cable losses, maximization of power transfer from PV Modules to Converter and the Grid etc).

- In a grid interactive system AC power shall be fed to the grid at three phase, 3 wire 415V AC bus which is normally energized from 6.6KV/415V station service transformer 2 MVA capacity feeds load of lighting & 3 phase motor loads. Power generated from the solar system during the daytime is utilized fully by powering to the grid as long as grid is available.
- The output of the inverter must synchronize automatically its AC output to the exact AC voltage and frequency of the grid.

- c) Inverter shall continuously monitor the condition of the grid and in the event of grid failure; the inverter automatically switches to off-grid supply within a cycle. The solar system is resynchronized with the grid within two minutes after the restoration of grid.
- d) Grid voltage shall also be continuously monitored and in the event of voltage going below a preset value and above a preset value, the solar system shall be disconnected from the grid within the set time.
- e) Metal Oxide Varistors (MOVs) of required rating shall also be provided on DC and AC side of the inverter.
- f) The rating of inverter control unit shall be such that to operate the PV system to its maximum power output.
- g) The inverter shall be a true sine wave inverter for a grid interactive PV system.
- h) Following shall also be displayed Protective function limits (AC over voltage, AC under voltage, Over frequency, under frequency, ground fault, PV starting voltage, PV stopping voltage, over voltage delay, under voltage delay over frequency, ground fault delay, PV starting delay, PV stopping delay.)
- i) Nuts & bolts and the inverter enclosure shall have to be adequately protected taking into consideration the atmosphere and weather prevailing in the area.
- j) All doors, covers, panels and cable exit shall be gasketed or otherwise designed to limit the entry of dust and moisture. All doors shall be equipped with locks.
- k) Operation Mode:
- Night or Sleep Mode: where the Inverter is almost completely turned off, with just the timer and control system still in operation, losses shall be less than 2 W per 5 kW
 - Standby Mode: where the control system continuously monitors the output of the solar generator until pre-set value is exceeded (typically 10 W).
 - The control system continuously adjusts the voltage of the generator to ensure the delivery of the power available. The power conditioner shall automatically reenter standby mode as input power reduces below the standby mode threshold. Front panel shall provide display of status of the inverter.

10. DC Combiner Box:

A DC Combiner Box shall be used to combine the DC cables of the solar module arrays with MCCB (for both positive & negative) protection for the outgoing DC cable(s) to the DC Distribution Box.

11. DC Distribution Box:

A DC distribution box shall be mounted close to the solar grid inverter. The DC distribution box shall be of the thermo-plastic IP65 DIN-rail mounting type and shall comprise the following components and cable terminations:

- Incoming positive and negative DC cables from the DC Combiner Box;
- DC circuit breaker, 2 pole (the cables from the DC Combiner Box will be connected to this circuit breaker on the incoming side);
- DC surge protection device (SPD), class 2 as per IEC 60364-5-53;
- Outgoing positive and negative DC cables to the solar grid inverter.

As an alternative to the DC circuit breaker a DC isolator may be used inside the DC Distribution Box or in a separate external thermoplastic IP 65 enclosure adjacent to the DC Distribution Box. If a DC isolator is used instead of a DC circuit breaker, a DC fuse shall be installed inside the DC Distribution Box to protect the DC cable that runs from the DC Distribution Box to the Solar Grid Inverter.

12. AC Distribution Box:

An AC distribution box shall be mounted close to the solar grid inverter. The AC distribution box shall be of the thermo plastic IP65 DIN rail mounting type and shall comprise the following components and cable terminations:

- Incoming 5-core (three-phase) cable from the solar grid inverter.
- AC circuit breaker, 4-pole.

- AC surge protection device (SPD), class 2 as per IEC 60364-5-53
- Outgoing cable to the building electrical distribution board
- Connection to the Building Electrical System.

The AC output of the solar grid inverter shall be connected to spare module (100A) in the existing SSSG-2 415V LT bus, 3 phase 3 wire system (situated in the 4.5Mtr. area 6.6KV Switch gear control room). The laying of LT cable from AC distribution box to above LT bus under the scope of contractor through the existing cable trench & cable galleries with necessary end termination at both ends. Also, without disturbance to the existing live cable, while laying the cable. It shall not be connected to a nearby load or socket point of the building.

13. Cables:

Power Cables of adequate rating shall be required for interconnection of Modules/panels within array.

IEC 60227/ IS 694 & IEC 60502/ IS 1554. Voltage rating: 1,100V AC, 1,500V DC. All cables shall be supplied conforming to

DC Cable: 1C X 4 mm² Annealed Tinned Copper Conductor, EBXL XLPO 120° Insulated & Sheathed, 1.1kV DC Solar, Class 5- Red/Black. **Multi-core cables shall not be used.**

AC Cable :4C X 16 mm² Annealed Plain Copper Conductor, XLPE Insulated & Unarmoured PVC Sheathed 1.1kV Power Cable.

AC Cable :3C X 120 mm² Annealed Plain Aluminium Conductor, XLPE Insulated & armoured PVC Sheathed 1.1kV Power Cable.

Earth Cable 1C X 16 mm² Plain Copper Conductor, PVC Insulated & Un sheathed Cable 1.1kV, Class 5 -Green.

For the DC cabling, Solar cables with multi stranded copper conductors XLPE or XLPO insulated and sheathed with the voltage rating of 1500 V

DC or higher UV stabilized single core flexible copper cables shall be used. Multi-core cables shall not be used.

For the AC cabling, PVC or XLPE insulated and PVC sheathed single or multi-core flexible copper cables shall be used. Outdoor AC cables shall have a UV-stabilized outer sheath.

The total voltage drop on the cable segments from the solar **PV modules** to the solar grid inverter shall not exceed 2.0%.

The total voltage drop on the cable segments from the **solar grid inverter** to the building distribution board shall not exceed 2.0%.

The DC cables from the SPV module array shall run through a **UV stabilized PVC conduit pipe** of adequate diameter with a minimum wall thickness of 1.5mm or through a High Density Poly Ethylene (HDPE) conduit. **The conduits shall not run across the path way of the platform. Flexible corrugated PVC conduits shall not be used.**

Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers.

The minimum AC and DC cable size shall be as per the diagram enclosed.

The following colour coding shall be used for cable wires:

DC positive: **red** (the outer PVC sheath can be black with a **red** line marking)

DC negative: **black**

AC three phase: Phases: **red, yellow, blue;**

neutral: **black**

Earth wires: **green**

Cable conductors shall be terminated with tinned copper end-ferrules to prevent fraying and breaking of individual wire strands. The termination of the DC and AC cables at the Solar Grid Inverter shall be done as per instructions of the manufacturer, which in most cases will include the use of special connectors.

Cable lugs and end –ferrules for all cable conductor and wire terminations shall be crimped with crimping pliers and end-ferrule pliers.

All cable ties shall be UV resistant.

14. Earthing :

- The PV module structure components shall be electrically interconnected and shall be grounded.
- Earthing shall be done in accordance with IS 3043-1986, provided that earthing conductors shall have a minimum size of 6.0 mm² copper, 10 mm² aluminium or 70 mm² hot dip galvanized steel. Unprotected aluminium or copper-clad aluminium conductors shall not be used for final underground connections to earth electrodes.
- A dedicated earth electrode must be used for the earthing of DC side and AC side separately.
- The earth electrodes shall have a precast concrete enclosure with a removable lid for inspection and maintenance. The entire earthing system shall comprise non-corrosive components.

15. Surge protection:

- Surge protection shall be provided on both the DC and the AC side of the solar system.
- **The inverter shall not permit the surges transferred from A.C to D.C and vice versa by having suitable isolation mechanism . If the facility is not available internally, a suitable isolation transformer shall be additionally provided .**
- The DC surge protection devices (SPDs) shall be installed in the DC distribution box adjacent to the solar grid inverter.
- The AC SPDs shall be installed in the AC distribution box adjacent to the solar grid inverter.
- The SPDs earthing terminal shall be connected to earth through the above mentioned dedicated earthing system. The SPDs shall be of type 2 as per IEC 60364-5-53

16. Lightning Protection:

Lightning protection as per IS 2309 "Protection of Buildings and Allied structures against Lightning –code of practice" (second revision)(1989) shall be provided.

17. Junction Boxes:

- Junction boxes and solar panel terminal boxes shall be of the thermo plastic type with IP 65 protection for outdoor use and IP 54 protection for indoor use.
- Cable terminations shall be taken through thermo-plastic cable glands. Cable ferrules shall be fitted at the cable termination points for identification.

18. Data Monitoring:

- a) For online monitoring, a data logging system shall be provided and the same shall be fixed at a reachable height.
- b) Net / SIM based Data logging system shall be provided. The data storage facility has to be provided in the Inverter. The net charges will have to be borne by the installer till the completion of 3 year guarantee period.

19. Tools, Tackles and Spares:

- The Installer shall keep ready stock of tools, tackles and essential spares that will be needed for the day-to-day maintenance of the solar PV system. This shall include but not be limited to, the following:
 - Screw driver suitable for the junction boxes and combiner boxes; Screw driver and / or Allen key suitable for the connectors, power distribution blocks, circuit breaker terminals and surge arrestor terminals;
 - Spanners / box spanners suitable for the removal of solar PV modules from the solar PV module support structure;
 - Solar panel mounting clamps;
 - Cleaning tools for the cleaning of the solar PV modules, spare fuses

20. Caution Signs:

In addition to the standard caution and danger boards or labels as per Indian Electricity Rules, the AC distribution box near the solar grid inverter and the building distribution board to which the AC output of the solar PV system is connected, shall be provided with a non-corrosive caution label with the following text:

**WARNING – DUAL POWER SOURCE
EB & SOLAR**

- The size of the caution label shall be 105mm (width) x 20mm (height) with white letters on a red background.
- Caution labels as may be prescribed by TANGEDCO shall be fixed as per TANGEDCO specifications.

21. Metering:

A suitable net meter of adequate capacity shall be fixed in the SSSG-2 LT bus spare module. Net meter shall be supplied by TANGEDCO. **The cabling /wiring up to meter location shall be done by the contractor. An isolation switch shall be erected near the meter for the purpose of safety/emergency need/maintenance. This shall be supplied by the contractor.**

22. Documentation

i)The Installer shall supply the following documentation:

- a) System description with working principles.
- b) System single line diagram.
- c) Solar PV array lay-out.
- d) Routing diagram of cables and wires.
- e) Data sheets and user manuals of the solar PV panels and the solar grid inverter.
- f) A system operation and maintenance manual.
- g) Name, address, mobile number and email address of the service Centre to be contacted in case of failure or complaint.
- h) Warranty cards.
- i) Maintenance registers.

ii)Test Certificates and Reports to be Furnished:

Test Certificates / Reports from IECQ / NABL accredited laboratory for relevant IEC / equivalent BIS standard for quoted components shall be furnished. Type Test Certificates / reports shall be provided for the solar modules and solar grid tied inverters up to 25 KW to provide evidence of compliance with standards as specified above. TANGEDCO reserves the right to ask for additional test certificates or (random) tests to establish compliance with the specified standards.

23. GENERAL CONDITONS:

* The DCDB, Inverters & ACDB Fuse arrangements are **to be** fixed in the outdoor type suitable Pillar box due to no building near by the solar panel area.

* Cabling work up to the grid side i.e; from ACDB to spare LT module of SSSG-2 415V LT bus, 3phase, 3 wire system (which is situated in the 4.5 mtr. Area Switch gear control room of stage-1) by laying the LT cable in the existing cable trench in the open yard & cable galleries without disturbing existing live cable) and PV panel mounting and fabrication work including all materials are under the scope of the supplier. Array support structure of galvanized mild steel sections on concrete pads. PVC coated GI chain link fencing with gate & L angle for supports across the plant area to be provided. The scope includes the necessary termination in the spare 415V LT module. All the fittings and accessories that might not have been mentioned specifically in the specification but are necessary for equipment's of the Plant, shall be deemed to be included in the specification and shall be supplied and furnished by the Contractor without any extra charge.

*It shall be responsibility of the Bidder to ensure that all the works as per scope of the specification are completed for safe and efficient working of the system.

- a) The Bidder shall carry out all the necessary co-ordination with regard to subcontracted items. The Purchaser/MTPS-I will communicate only with the Bidder for all matter pertaining to this contract.
- b) It shall be responsibility of the Bidder to obtain all necessary Statutory and Regulatory clearances from the Competent Authorities.
- c) The Total Price Quoted for this contract shall be one lump sum all-inclusive basis and shall cover all items and service necessary for successful completion of the contract. Even if all components of a system included in this specification are not explicitly identified and /or listed herein, these shall be supplied under this contract to ensure completion of the system and facilitate proper operation and easy maintenance of the Plant.
- d) It shall be responsibility of the Bidder to co-ordinate along with required support with the Competent Authorities to obtain the Subsidy.
- e) The breakup of lump sum price shall also be given for clarity.
- f) Bidder should depute its representative to attend any sort of breakdown within 48 hours after registering the complaint.
- g) Bidder can contact Engineer In charge (Electrical) for further clarification required to quote for the requirements.
- h) If required Party can visit the site to study the probable location for Installation of the Plant to have more clarity to submit the Bid.

24. DELIVERY AND COMPLETION PERIOD:

The entire work comprising Design, Engineering, Manufacture, Inspection and Testing of Performance, at Manufacturer's and/or Bidder's works, Delivery to Site, Erection, Testing and Commissioning shall be carried out within the period of 3 Months from the issue of Work Order/Purchase Order.

TECHNICAL SPECIFICATION

Sl. No.	TECHNICAL SPECIFICATION	SUPPLIER/MAKE/MANUFACTURER	QUANTITY
	Solar Modules		
1.	5BB Poly Crystalline not less than 335Wp with 10 years manufacturer warranty	ORB/Renewsys/Equivalent Indian make	150 Nos
	SOLAR INVERTERS		
2.	String Inverter – 25KW, 50 Hz , 415V rated with 10 years manufacturer warranty and DC/AC ratio of 1:1	Growatt/HAVELS/ ANY Indian make	2 Nos
	SOLAR PANEL MOUNTING STRUCTURES		
3.	HDGI (Hot Dipped Galvanized Iron) with 150kmph wind speed with minimum section thickness of 2mm SS 304 fasteners. 1 Mtr depth RCC piling with 300x300x300 M25 grade civil pedestal mounting	JSW/Jindal/TATA Steels	50250 WP
	CABLES AND ACCESSORIES		
4	DC Cable: 1C X 4 mm² Annealed Tinned Copper Conductor, EBXL XLPO 120° Insulated & Sheathed, 1.1kV DC Solar, Class 5- Red/Black	SIECHEM/Polycab	750 mtrs
5	AC Cable :4C X 16 mm² Annealed Plain Copper Conductor, XLPE Insulated & Unarmoured PVC Sheathed 1.1kV Power Cable.	POLYCAB / HAVELS	10 mtrs
6	AC Cable :3C X 120 mm² Annealed Plain Aluminium Conductor, XLPE Insulated & armoured PVC Sheathed 1.1kV Power Cable.	POLYCAB / HAVELS	450mtrs

7	Earth Cable 1C X 16 mm² Plain Copper Conductor, PVC Insulated & Un sheathed Cable 1.1kV,Class 5 -Green.	POLYCAB / HAVELS	120 mtrs
8	Ring 16 mm ² Cu Type Lugs	HEX / COMET	25 Nos
9	Ring 120 mm ² Al Type Lugs	HEX / COMET	10 Nos
10	Connector (male & female) - MC4	ELCOM	50 Pairs
11	UV Cable Ties-300mm	POLYCAB / EQUIVALENT UV PROTECTED	10 Nos
	AC/HT EQUIPMENTS		
12	60 microns powder coated 2mm thickness outdoor type (2 in1out) 2 Nos. 63A& 1 No. 125A MCCB Disconnect Switch, 415V, 50HZ, SPD type 2		1 No
	EARTHING SYSTEM & ACCESSORIES		
13	Multispikes 2 mtr height	Excel Earthing	1No
14	Earthing Kit - 17.2 mm dia. CU bonded(250 micron), 3mtr long, UL listed (Chemical Earthing with Clamps) with Accessories	Excel Earthing	6Nos
15	25 X 3 mm GI strip With Nut & Bolt and insulators	STANDARD	100mtrs
	CONDUITS& ACCESSORIES		
16	2 inch UV protected black colour 3 mtr length	STANDARD	50 Nos
17	2 inch UV protected black colour 'T'	STANDARD	25 Nos
18	Numbering Ferrules & Al Cable tag Brother Tap - R, Y, B, I, P,N S, 0 to 9	POLYCAB	1 Packet
	MISCELLANEOUS		
19	Sand Bucket with Sand	STANDARD	1 Set

20	Fire Extinguisher	STANDARD	1 No
21	PU Foam Catridge	STANDARD	3 Nos
22	Cable Tray(150x75)mm with cover, clamp and mounting clamp.	STANDARD	5 mtrs
23	Chain Link fencing 60x60x3.8(Inner GI 2.5mm) PVC coated GI chain link fencing with gate and L angle for supports across the plant area		For 700 Sq.mtr area
24	CEIG Approval		1No.
	MODULE CLEANING SYSTEM		
24	1 " PVC pipes for module cleaning including valves and flexible hose for complete power plant area		1 Lot
	OTHERS		
25	Plant Nomenclature		1No.
26	Transportation		1No.
27	Installation and Commissioning		50 KW
28	Piling and Civil work		64 LUGS
29	AMC		3 YEARS

SD/--
SE/P&A/MTPS-I

SCHEDULE – A

PRICE BID

SPECIFICATION NO: CE / MTPS-I / SE/P&A/MM / AEE 1 / O.T. NO. 527 / 2021-22

Name of work : Mettur TPS - I – MM- Design, supply, erection, testing & commissioning and 3 years maintenance of 50KWP on grid solar ground mounted power project nearby switchyard South-West side fencing at MTPS-I under turnkey basis (EPC) contract- 1 SET of MTPS-I-reg

S. No	Description	Quantity offered	Unit Price in Rupees					All inclusive Unit Price (3+4+5+6+7)
			Ex-Work price	Packing and Forwarding Charges	Freight charges	Insurance chaes	CGST/SGST/IGST	
			Nos	Rs. P	Rs. P	Rs. P	Rs. P	
1	2	3	4	5	6	7	8	
1.	Design, supply, erection, testing & commissioning and 3 years maintenance of 50KWP on grid solar ground mounted power project nearby switchyard South-West side fencing at MTPS-I under turnkey basis (EPC) contract - 1 SET of MTPS-I.	1SET	TO BE QUOTED ON LINE					

NOTE 1 :	Rates quoted shall be both in Words & Figures
NOTE 2 :	In case of discrepancy between prices quoted in words and in figures, lower of the two will be taken for evaluation.
NOTE 3:	While quoting the rates the bidder shall indicate the HSN Code and Account Code, SAC code for all the tendered items as per GST Act.
NOTE 4:	The rates quoted for the above schedule shall be inclusive of all other general works, specified in the scope of work and special condition.

NOTE: Taxes and Duties will not be paid for Packing and Forwarding, freight, insurance charges, therefore, exworks price should not be inclusive of above charges.

SIGNATURE :
NAME :
DESIGNATION :
SEAL

SCHEDULE-B

SPECIFICATION NO: CE / MTPS-I / SE/P&A/MM / AEE 1 / O.T. NO. 527 / 2021-22

SCHEDULE OF MATERIALS AND DELIVERY PERIOD

(To be filled in by the Tenderer)

Sl.No.	Description	Qty.	Delivery Period
			From the Date of Receipt of Purchase Order.

Company Seal:

Signature :
Designation :
Company :
Date :



SCHEDULE-C1

SPECIFICATION NO: CE / MTPS-I / SE/P&A/MM / AEE1 / O.T. 527 / 2021-22

DEVIATIONS FROM TECHNICAL SPECIFICATION

All technical deviations from the specification shall be filled in by the tenderer, clause wise, in the schedule.

Sl no	Section No	Clause No	Deviation

The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification and the tender conforms to the specification in all other aspects.

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
DATE :

SCHEDULE- C2

SPECIFICATION NO: CE / MTPS-I / SE/P&A/MM / AEE.1 / OT. 527 / 2021-22

DEVIATIONS FROM COMMERCIAL TERMS

All deviations from the commercial terms shall be filled in by the tenderer, clause wise, in this schedule.

Sl no	Section No	Clause No	Deviation

The tenderer hereby certifies that the above mentioned are the only deviations from the commercial terms and the tender conforms to the specification in all other aspects.

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
DATE :

SCHEDULE- D

SPECIFICATION NO: CE / MTPS-I / SE/P&A/MM / AEE.1 / OT. 527 / 2021-22

STATEMENT OF SUPPLY/ORDERS/EXECUTED/UNDER EXECUTION SO FAR DURING THE PAST THREE YEARS AS ON THE TENDER OPENING

SI No	Name &Address of The Organisation including other State EBs	Name of the Work	PO No.and Date	Value of Order in Rs in Lakhs (*)	Scheduled Date of Completion of Order	Actual Date of Completion of Order

Note: 1) (*) Split up details such as price, may be enclosed separately.

2) Copies of orders received shall be enclosed.

COMPANY SEAL

SIGNATURE :
NAME :
DESIGNATION :
DATE :

SCHEDULE – E

SPECIFICATION NO: CE / MTPS-I / SE/P&A/MM/ AEE.1 / OT. 527 / 2021-22

DECLARATION FORM
(To be signed by the tenderer)
Strike off, whichever is not applicable:

To
The Chief Engineer,
Mettur Thermal Power Station-I,
Metturdam - 636 406, Tamil Nadu

Dear Sir,

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

1. We hereby guarantee the particulars entered in the schedules attached to the Specification.
2. In accordance with the Security cum Performance guarantee clause-10.0, Section-V, of the specification, we agree to furnish security cum performance in the form of DD/Bankers Cheque/Bank Guarantee to the extent of 5% of the order value (All-inclusive price) of each and every indent issued during the contract period till the expiry of the Guarantee.
3. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section- of Section- of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

PLACE	:	SIGNATURE	:
DATE	:	DESIGNATION	:
COMPANY SEAL	:	COMPANY	:

SCHEDULE – F

UNDERTAKING FOR PAYMENT OF DUES TO TNEB

THIS DEED OF UNDERTAKING EXECUTED AT MTPS-I/METTUR DAM ON THIS THE
BY Messers.

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

TO AND IN FAVOUR OF

THE TANGEDCO, a body corporate incorporated under companies Act, having its office at NPKRR Maaligai, 800, Anna Salai, Electricity Avenue, Chennai – 600 002, hereinafter called the "BOARD" (Which expression shall where the context so admits mean and include the successors in – office and assigns).

WHEREAS the Board has called for an undertaking from the Tenderer empowering the Board to recover the dues if any.

NOW THIS UNDERTAKING WITNESSETH that the Board is empowered to recover any dues against this contract in any bills / Security Deposit / E.M.D. due to the Tenderer either in this contract or any other contracts with the Board. Further, the Tenderer hereby authorizes the Board to recover, any dues against any other contract of the Tenderer with the Board with the available amount due to the Tenderer against this contract and to recover the difference in cost of the item, between the price offered by the failed tenderer and the prospectively new tenderer becoming lowest bidder in a fresh P.O issued for the same item subsequently

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

SIGNATURE OF THE TENDERER

NAME :
DESIGNATION :
DATE :
COMPANY SEAL :

SCHEDULE-G

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

This undertaking executed at on this..... (Date)..... (Month) TWO THOUSAND and TWENTY 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 in favour of Tamil Nadu Generation and Distribution Corporation Limited, a Body Corporate, incorporated under Companies Act 1956, having its registered Office at No.144, Anna Salai, NPKRR Maaligai, Chennai - 600 002 herein after called the Purchaser (Which expression shall where the context so admits means and includes its successors in Office and assigns).

WHEREAS a contract for the supply of..... has been awarded in favour of the contractor under the Purchase Order No. Dated.....

AND WHEREAS in accordance with terms of the above mentioned Purchase Order, the contractor has to furnish an undertaking to the effect 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 Madras High Court, Chennai or District Court at Salem or Sub-court at Mettur Dam or at the District Munsif Court at Mettur Dam as the case may be.

IN CONSIDERATION of TANGEDCO 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 Madras High Court, Chennai or District Court at Salem or Sub-court at Mettur Dam or at the District Munsif Court at Mettur Damas the case may be. 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 State of 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.

IN WITNESS WHEREOF 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:

DESIGNATION :
COMPANY :
DATE :

SIGNATURE :

WITNESSES:

- 1)
- 2)

SCHEDULE-H
TENDER ACCEPTANCE LETTER (e-tender)

**To be signed with company seal on letter head and uploaded
in the technical Bid**
TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To

The Chief Engineer,
Mettur Thermal Power Station I/
Tamil Nadu Generation and Distribution Corporation,
Mettur Dam - 636406, Tamil Nadu.

Dear Sir,

Sub: Acceptance of Terms & Conditions of Tender.
Tender Ref. No: **, opening Due on _____ .2021**

Name of Tender/Work: Procurement of 1 No. of Thermo gravimetric Analyser, I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Department/ Organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. We hereby guarantee the particulars entered in the schedules attached to the Specification.
6. In accordance with the Security cum Performance guarantee clause-10.0, Section-V, of the specification, we agree to furnish security cum performance guarantee to the extent of 5% of the contract value (All-inclusive price) valid till the expiry of the Guarantee.
7. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.
8. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

SCHEDULE-I

Declaration to be submitted by the L1 bidder in Non Judicial Stamp Paper of value not less than Rs.80/-

To

Date :

The Chief Engineer,
Mettur Thermal Power Station-I,
Mettur Dam - 636406.

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN _____ in State of _____. Our applicable GST @ _____ % Extra / GST @ _____ % Inclusive against this Tender specification No. / Enquiry No _____, dt. _____ is under HSN / SAC 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 TANGEDCO by way of commensurate reduction in prices and as such we hereby declare that we are extending of _____% as rebate in my awarded price against input tax credit benefit.

(OR)

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this Tender specification No. /Enquiry No _____,dt. _____. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.

Signature of bidder with Company Seal

Note:

1. Each page should be signed.
2. Bidder may strike out the para not applicable.

SCHEDULE-J

UNDERTAKING

(The undertaking should be submitted by the Contractors in Rs.80/- Stamp paper for the respective Works while claiming the Part/ Final Bills)

Nature of the Work :

Order No :

1. I/ We hereby state that, the EPF & ESI Employee and Employer Contribution has been remitted for all the Workers engaged for execution of the respective contracts.
2. I/ We hereby state that, there are no EPF & ESI dues to be remitted in respect of the period of execution of the respective contracts, and in case, if there is any shortfall of discharging the EPF & ESI obligations on our part (Contractor) at later date, TANGEDCO/ TANTRANSCO shall not be responsible for the consequent Legal/ Financial obligations.

Date :

Place :

**Authorized Signatory
(Contractor with seal)**

SCHEDULE-K

**BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM PERFORMANCE
GUARANTEE**

(B.G for EMD shall be executed on Non judicial stamp paper of Rs. 100/-)

Beneficiary:-----

Date:-----

Bid Guarantee No:_____

We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) for procurement of 1 No. of Thermo gravimetric Analyser at Mettur Thermal Power Station I/TANGEDCO LTD, Mettur Dam, Tamil Nadu under Open e-tender/Single part system.

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

At the request of the bidder, we (name of the Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures)_____ (amount in words) _____ upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions ,because the Bidder:

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

b) having been notified of the acceptance of its Bid by the Employer during the period of validity (i) fails or refuses to execute the Contract Form, if required, or ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

This guarantee will expire:(a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to upon the instruction of the Bidder and (b) if the bidder is not successful Bidder, upon the earlier of (i) our receipt of copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty eight days after the expiration of the Bidder’s Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC publication No 758.

Signature

With seal of the Bank

(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)

SCHEDULE-L
BANK GUARANTEE FOR EMD

(B.G for EMD shall be executed on Non judicial stamp paper of Rs. 100/-)

Beneficiary:-----

Date:-----

Bid Guarantee No:_____

We have been informed that (insert name of bidder) (herein after called „the bidder“) has submitted to you its bid dated (insert date) (herein after called „the bid“) for the Procurement of 2 Nos. of Automatic Isoperibol Bomb Calorimeters ,one for the quality assessment of receipt coal, Bunker coal and third party coal samples of various mines at MTPS-I end and the other for Coal analysis at mines end of Talcher camp Mahanadi Coal Limited (MCL) including Installation and commissioning with 1 set of batteries each / Mettur Thermal Power Station I/TANGEDCO LTD, Mettur Dam, Tamil Nadu under Open e-tender/Single part system.

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

At the request of the bidder, we (name of the Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (amount in figures)_____ (amount in words) _____ upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions ,because the Bidder:

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

b) having been notified of the acceptance of its Bid by the Employer during the period of validity (i) fails or refuses to execute the Contract Form, if required, or ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

This guarantee will expire:(a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to upon the instruction of the Bidder and (b) if the bidder is not successful Bidder, upon the earlier of (i) our receipt of copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty eight days after the expiration of the Bidder’s Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC publication No 758.

Signature

With seal of the Bank

(Name in block letter)

In the presence of witness:

1 . (Name in capital and address)

2 . (Name in capital and address)

ANNEXURE – I
INDEMNITY BOND AND CERTIFICATE FOR EPF & ESI

The contractor should indicate and produce the following certificate with list (Annexure) of employees employed by them for the works of the month and their contribution towards EPF/ESI.

EPF Code No. of the firm:

ESI Code No. of the firm:

ANNEXURE

Sl. No.	Name with father's name of the labour engaged	Wages paid inRs.	EPF Amount Paid			ESI amount paid		
			Employer contribution	Employee contribution	Date of payment	Employer contribution	Employee contribution	Date of payment

Summary:

- 1.Date of payment made to the employee.
- 2.Date of payment for EPF/ESI subscription along with the copy of challan.

Certified that I have remitted the monthly subscription of EPF (Employee Contribution) / ESI (both employers and employee) to all the workers employed by me in TANGEDCO/TTPS for works, for the month of

Certified that all necessary returns to the EPF/ESI organization have been submitted within the stipulated time as required under the said EPF/ESI & MP Act 1952.

Certified that the employer's contribution of the mentioned workers in respect of EPF will be availed from PMRPY scheme or it would be borne by us.

INDEMNITY BOND:-

Agree to comply the provisions of the EPF/ESI& MP Act 1952 or any modification there of any other law relating thereto and rules made there under from time to time.

Signature of bidder with Company Seal

ANNEXURE – II

CERTIFICATE

To

(Name and address of the selling
Dealer)

.....

.....

TNGST NO.

**It is hereby certified that the goods listed below are purchased by us for
use in generation, transmission and distribution of electrical energy.**

Sl.No.	Invoice No./Date	Description of Goods	Qty.	Value (Rs.)

(Rupees only).

Place : Date :

(SIGNATURE)

Name :

Status :

Seal of Office :