



TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LIMITED

**SPECIFICATION FOR SUPPLY OF 7/3.15mm AAA RABBIT CONDUCTOR
THROUGH E-TENDERING**

(Through TAMILNADU GOVERNMENT E PROCUREMENT Portal)

SPECIFICATION NO. M.21 /2023-24

**OFFICE OF THE CHIEF ENGINEER /
MATERIALS MANAGEMENT,
TNEB AVENUE /NPKKR MAALIGAI,
144, ANNA SALAI,
4TH FLOOR WESTERN WING,
CHENNAI – 600002.
TAMILNADU.**

E Mail : cemm@tnebnet.org

**Website for online bid submission: <https://tntenders.gov.in/nicgep/app>
Service Provider: National Informatics Centre**

Website for online bid submission:

<https://tntenders.gov.in/nicgep/app>

Service Provider: National Informatics Centre

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

A.REGISTRATION:

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

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

B. SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built-in in the TAMILNADU GOVERNMENT E PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E PROCUREMENT Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TAMILNADU GOVERNMENT E PROCUREMENT Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender documents.

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

C. PREPARATION OF BIDS:

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

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

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

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

D. ELECTRONIC SUBMISSION OF BIDS:

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

E. PROCEDURE FOR SUBMISSION OF BIDS:

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

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

- 3) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) **The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8) The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) In all cases, bidder should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.
- 12) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- 13) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 14) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.

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

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

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

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

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

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

F. ASSISTANCE TO BIDDERS:

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

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

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TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

| | | |
|----|---|---|
| 1) | Tender Specification No. | M. 21/2023-24 |
| 2) | Name of the work | E-tender for procurement of 7/3.15mm AAA Rabbit Conductor confirming to IS 398/Part IV (1994) with latest amendments. |
| 3) | Tendered Quantity | 24,000 km |
| 4) | Method of Tender | e-Tender Two Part System (Part I - Techno – Commercial and Part II - Price bid) through https://tntenders.gov.in/ or https://tntenders.gov.in/nicgep/app |
| 5) | (a) Earnest Money Deposit (EMD) | 1) Rs.1.49 Cr. (Rupees One Crore and Forty nine Lakhs only) to be paid through Online mode to the Common pool account created by the Finance Department, Government of Tamil Nadu by integrating the payment Gateway services of State Bank of India. (or) 2) Bank Guarantee in Lieu of EMD for Rs. 1.49 Cr. |
| | (b)Permanent EMD | PEMD holders of Rs. 1 Cr. (Rupees One Crore) are eligible to participate in this tender. |
| | (c) SSI Units | Micro and Small enterprises located within the State of Tamil Nadu are eligible for exemption of EMD against submission of documents as detailed in Section-I. The SSI Units located outside the State of Tamil Nadu are not eligible for exemption from payment of EMD as detailed in Section-I. |
| 6) | URL for online bid submission for e-tender. | https://tntenders.gov.in/Or https://tntenders.gov.in/nicgep/app |
| 7) | Last date and time for submission of EMD | a) The EMD amount has to be paid through Online mode to the Common pool account created by the Finance Department, Government of Tamil Nadu by integrating the payment Gateway services of State Bank of India before the due date of submission of tender (i.e on or before 01.08.23) or b) In case of BG, the original BG should be submitted to the O/o the SE/MM-I by the bidders before the due date and time of tender opening. |
| 8) | Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid. | 01.08.2023 @ 2.00 PM |

| | | |
|-----|---|--|
| 9) | Date & time of opening of tender electronically | 02.08. 2023 @ 2.00 PM |
| 10) | Specification at website | The tender specification will be placed at TANGEDCO web site (<u>www.tangedco.gov.in</u>), TN Govt. website (<u>www.tenders.tn.gov.in</u>) and <u>https://tntenders.gov.in/nicgep/app</u> . The prospective bidders may download the same. |
| 11) | Documents to be duly filled & uploaded by the Tenderers during e-submission | EMD documents, BQR evidences, Price bid (Filled up BOQ), Technical & Commercial documents, Schedules – (A to J), Annexures and other documents whichever is applicable. |
| 12) | Tenderers during e-submission Clarification to be sought for from | The Chief Engineer , Material Management, Tamil Nadu Generation and Distribution Corporation Limited, 4 th Floor/Western Wing /NPKRR Maaligai, 144 Anna Salai, Chennai 600002. Email: <u>cemm@tnebnet.org</u> |
| 13) | Place at which tenders will be opened | The Superintending Engineer, Material Management-I, 4 th Floor/Eastern Wing/NPKRR Maaligai, 144 Anna Salai, Chennai 600002. Email: <u>semm1@tnebnet.org</u> |

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

SPECIFICATION NO. M21/2023-24

E-TENDER FOR SUPPLY OF 24,000 km of 7/3.15mm AAA Rabbit Conductor

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SECTION – I
EARNEST MONEY DEPOSIT

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

Earnest Money Deposit : Rs.1.49 Cr. (Rupees One Crore and Forty nine Lakhs only)

- 2.0 The Earnest Money Deposit of **Rs.1.49 Cr.** (Rupees One Crore and Forty nine Lakhs only) should be **paid through Online mode to the Common pool account created by the Finance Department , Government of Tamil Nadu by integrating the payment Gateway services of State Bank of India Scanned copy of the E-receipt generated shall be uploaded.**

The EMD amount has to be paid before the due date of submission of tender (i.e on or before 01.08.2023).

OR

- 3.0 **Tenderer Should furnish a Bank Guarantee for Rs.1.49 Cr./-** in lieu of EMD amount with a validity for a period of one year, obtained from the Nationalised or Scheduled Bank as per the format enclosed in **ANNEXURE-2.** The Scanned copy of the BG shall be uploaded in the EMD document and the original BG **which was uploaded** should be submitted to the O/o the SE/MM-I by the bidders before the due date and time of tender opening. If fails to submit, the tender will be liable for rejection.

Note:

If the copy of the BG uploaded in the EMD / bid documents differs from the original BG submitted in the office of SE/MM-I, their offer will be summarily rejected.

OR

- 4.0 **PEMD holder of Rs.1 Crore with TANGEDCO is eligible to participate in this tender.**

Firms who have PEMD in TANGEDCO less than specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. If the Tenderer desires to become a Permanent E.M.D holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D well in

advance, obtain a certificate from the Financial Controller / Purchase and upload copy of the same along with the tender. PEMD of TANTRANSCO will not be considered. PEMD holder shall also upload an undertaking in a nonjudicial stamp paper not less than Rs.80/-.

- 5.0 The EMD will not carry any interest.
- 6.0 **Only Online payment to the Common pool account created by the Finance Department , Government of Tamil Nadu by integrating the payment Gateway services of State Bank of India shall be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.**
- 6.1 **The Small Scale Industrial Units outside Tamil Nadu registered with Udyam (NIC Code 27320) shall pay EMD amount as discussed in above para No.1 & 2.**
- 6.2 **The SSI units located outside State of Tamil Nadu are not eligible for exemption from payment of EMD in TANGEDCO tenders against Udyam Registration Certificate even though registered in Udyam Portal for tendered items. The offers of the Tenders (i.e.) SSI Units located outside state of Tamilnadu without payment of EMD will be summarily rejected.**
- 7.0. **EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (EMD) :-**
 - 7.1. Micro and Small Enterprises located within the State of Tamil Nadu are exempted from payment of Earnest Money Deposit against the production of a copy of 'Udyam Registration Certificate' **(NIC Registration Code : 27320)** or any other valid registration certificate / proof as notified by the Government of India in respect of the items manufactured by them for participation in the tenders floated by TANGEDCO.
 - 7.2. The bidders who are exempted from payment of EMD against PEMD or SSI units, **shall upload** an undertaking in a non-judicial stamp paper of value not less than Rs. 80/- in lieu of EMD as per Annexure-3, otherwise offer will be summarily rejected. The original undertaking shall be submitted to the O/o SE/MM-I by the bidders after opening of the tenders if their bids are accepted.
 - 7.3 Micro / SSI units having provisional registration certificate are not eligible for exemption.
 - 7.4 The Tenderer shall 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.

8.0. Registration of existing enterprises:

- i) All existing enterprises registered under Udyam Registration portal.
 - ii) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.
- 8.1. If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TANGEDCO/TANTRANSCO tenders.
- 9.0. Others viz. Central and other State Government Departments / Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit cum performance Guarantee.
- 10.0. The MSME units with Micro and Small category located within the state of Tamil Nadu who have registered under UDYAM Portal for the tendered item shall upload self attested Photocopy of UDYAM Registration certificate as a proof of eligibility for exemption from payment of EMD.
- 10.1. The firm registered in Udyam Portal under Medium Scale is not eligible for exemption of EMD.
- 10.2. The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.
- 10.3. The tenderers shall upload the audited, attested copy of Profit and Loss account/ Balance Sheet and Investment value in Plant and Machinery certified by a Chartered accountant along with the proof for exemption from payment of EMD. If the Plant and Machinery value certified by a Chartered accountant differs from the Plant and Machinery value from Udyam registration certificate, the higher value will be taken for accounting Plant and Machinery value. Based on that, the category of the enterprises will be defined and EMD exemption will be considered.

11.0. REFUND OF EMD :

- (i) The Earnest Money Deposit paid by the unsuccessful bidders will get refunded from the **Common pool account created by the Finance Department , Government of Tamil Nadu after finalizing the tender.**
- (ii) The EMD amount deposit will be refunded to the successful tenderers on receipt of the detailed Purchase order and also after acceptance of Security cum Performance Guarantee.

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

- i) The proof for payment of EMD /Bank Guarantee.
- ii) The proof for PEMD holder along with undertaking in lieu of EMD
- iii) The proof of exemption of EMD along with undertaking in lieu of EMD.

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

- (a) he withdraws his tender or backs out after acceptance.
- (b) he withdraws his tender before the expiry of validity period stipulated in the Specification or fail to remit the Security Deposit cum performance Guarantee.
- (c) he violates any of the provisions of these regulations contained herein.
- (d) he revises any of the terms quoted during the validity period.
- (e) the documents furnished with the offer is found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.
- (f) If, it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TANGEDCO/ TANTRANSCO tenders.
- (g) In case of any non fulfillment of or non observance of any of the conditions stipulated in the contract, the supplier / contractor shall pay penalty an amount equivalent to EMD / SD or an amount equal to the actual loss incurred by the Board whichever is less. **The successful bidder / supplier shall furnish an Undertaking in a non judicial stamp paper of Rupees 80/- in this regard.**

Section – II

7/3.15mm AAA Conductor

BID QUALIFICATION REQUIREMENTS (BQR)

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

1. The Bidder should be the actual manufacturer of the AAA conductor of Tendered size or higher size.

a) Necessary proof for being the manufacturer-UDYAM Registration certificate (Registration code : 27320) shall be furnished.

b) The Bidders should possess valid ISI certification product licence for IS: 398 (Part-IV) –1994 for the manufacture of AAA Rabbit conductor. In case the validity of the above said licence is expiring before the date of submission of tender, necessary documentary proof for having applied for renewal of the above said licence must be submitted.

Tenderers who declare themselves as new entrants or tenderers who are evaluated as New Entrant or new to TNEB/TANGEDCO shall furnish valid license (above said) on the date of tender opening.

2. The Bidders should have manufactured and supplied a minimum of 750 km of AAA Conductor of tendered size or higher size put together during the preceding ten years as on date of tender opening to TNEB / TANGEDCO / TANTRANSCO or to other State Electricity Boards/ other DISCOM utilities/ Power utilities/Public sector Undertakings/ Any DISCOM utilities through Turn Key Contract. The copies of P.O. executed during the preceding 10 years along with end user's certificate for satisfactory execution of the contract shall be furnished as proof.

Note: In regard to supply experience by showing the experience of supplying the material to any utility/Discom through any one of the TKC, the POs given by Discom to TKC, POs given by TKC to tenderer and the end user certificates from Both Discom as well as TKC have to be furnished. In case any one of the end user certificate will not be furnished, the tender will be evaluated accordingly.

3. The Annual Turnover of the bidder shall be more than Rs.5.00 Crore (Rupees Five Crore only) during any one of the last three (3) years (ie., for 2019-20, 2020-21 & 2021-22). In case of bidders who happen to be the companies registered under companies Act-1956, self attested copy of Audited financial statements like Profit and Loss Account and Balance sheet for the immediately preceding 3 years may be furnished and in case of others, self attested copy of the Annual turnover certified by the practicing Chartered Accountant or self attested copy of Income Tax statements for all the three years may be enclosed as documentary proof to ensure the turnover criteria prescribed in the tender Specification.

4. **Type Test certificate:** The Type Test Certificate in complete shape for the tendered material as per IS 398 Part (IV)-1994 with latest amendment obtained from Govt./Govt. recognized/ NABL Accredited Lab, conducted not later than 5 years on the date of Tender Opening has to be furnished. The validity of NABL Accreditation should be furnished along with Test Reports.

5.0. New entrants:

The new entrants who are manufacturers of the AAA Conductors are permitted to participate in this tender, provided

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

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

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

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

5.4. TANGEDCO have right to place order upto 20% of the tendered quantity on a New Entrant. In case more than one bidder qualify under the above New Entrant category TANGEDCO has right to place order upto 20% of the tendered quantity among such New Entrants.

Proofs required for BQR conditions as mentioned above should be furnished in part-I, otherwise the offers will be summarily rejected. The BQR evidences submitted after the due date of submission of tender shall not be accepted. However the offer of the bidders who have stated to be previous suppliers to TANGEDCO or TANTRANSCO (TNEB) will be considered for further evaluation, even though the copies of purchase orders and End user certificate (for the period mentioned) are not enclosed after ensuring with concerned purchase orders placing authorities. **The details of the POs obtained by the tenderer from TNEB/TANGEDCO/ TANTRANSCO shall be furnished in the Schedule – C.**

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

SECTION – III **REJECTION OF TENDERS**

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

- a. The EMD requirements are not complied with.
- b. If the bids are received through Consortium or Joint venture, the same will not be considered and the bids will be rejected. Tenders received from Agents/Dealers will not be considered.
- c. The Bid Qualification Requirements (**BQR**) as per **Section-II** of this Specification are not satisfied.
- d. Not providing documentary evidence in support of Bid Qualification Requirements.
- e. If it is found that there is no adequate infrastructure facilities to carry out manufacturing activities of tendered material during the factory inspection carried out by TANGEDCO, in case of new entrants
- f. The offer of bidder who have quoted a quantity lesser than the minimum quantity prescribed in **clause 5.4 under section IV** of the specification shall be summarily rejected.
- g. The documents furnished with the offer are found to be bogus or the documents contains any false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders in TANGEDCO/TANTRANSCO.
- h. The BOQ (Price bid) file is found to be modified by the bidder.
- i. If the copy of the BG uploaded in the Techno-commercial bid differs from the original BG submitted in the office of SE/MM I, their offer will be summarily rejected.

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

- a. Not covering the entire scope of supply of materials.
- b. **If the declaration as specified in Schedule D & Schedule J are 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 (**Section - V & VI**).

- e. Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority.
- f. From any black listed Firm or Contractor.
- g. Received by Telex / Telegram / E-Mail/ Fax.
- h. From a tenderer whose past performance / Vendor rating is not satisfactory
- i. Not containing all required particulars as per Schedule **A to J**.
- j. Questionnaire as per **schedule-F Questionnaire-A & B** are not duly filled up and properly signed by the tenderer.
- k. Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- l. The offer of bidders who have not furnished the GSTIN Number in the offers.

SECTION – IV

INSTRUCTION TO TENDERERS.

- 1.1. The tender is in **Two Part System** with (i). Technical Bid with Commercial terms & condition and (ii). Price Bid (BOQ). All the tenders shall be prepared and uploaded strictly in accordance with the instructions set forth herein.
- 1.2. The Tamil Nadu Transparency in Tender Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 1.3. **THE TENDERERS WHO DO NOT FULLFILL THE "BID QUALIFICATION REQUIREMENT" AS PER SECTION-II NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.**
- 1.4. All the documents submitted by the tenderer shall be serially numbered.

2.0. SCOPE OF SUPPLY :

- 2.1. The Scope of supply (**described in Schedule-A**) includes design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at **TANGEDCO stores anywhere in Tamil Nadu.**
- 2.2. The quantity indicated in schedule of requirement is approximate. The quantity finally ordered may vary to the extent of 25 % either way of the approximate quantity indicated in the Schedule of requirement.

The bidders are requested to give their consent letter for supply of 25% additional quantity over and above the offered quantity. The copy of the consent letter has to be uploaded in the Techno-Commercial bid.

TANGEDCO reserves the right to place the order for 25% additional quantity over and above the offered quantity based on the consent given as above in the Techno-Commercial bid of this tender, either at the time of issue of PO or during the delivery period but within the contract period with one month notice period.

3.0. SUBMISSION OF TENDER OFFER:

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

3.2. TWO PART E-TENDER:

1. The e-tender shall have Techno-Commercial Bid and Financial Bid.
2. Techno-Commercial Bid shall contain Technical Bid with Commercial Terms (i.e.) BQR document and other documents (PAN, GSTIN, ESF, PF and GST Registration etc.) called for in this specification except Price Schedule.
3. Financial Bid shall contain the Financial Bid (BOQ format).
4. The Tenderers are requested to quote price & HSN code only in the BOQ template available in the e-tender. The bidder shall download the same and upload after filling relevant columns. The BOQ template must not be modified/ replaced by the bidder, else the bid is summarily rejected. Bidders are allowed to enter the Bidder Name and rates only.

4.0. QUESTIONNAIRE FILLING:

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

5.0. SUBMISSION OF TENDERS : -

- 5.1. The Tender Offer consisting of **Schedules-A to J** 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 tender shall contain the name, residence and place of business of person or persons submitting the tender.
- 5.2. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, Certified copies of which shall be enclosed.
- 5.3. Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the company.

5.4. The tenderer shall quote not less than the minimum quantity of 750 km. The offer of the bidders who have quoted for lesser quantity than the minimum quantity prescribed above shall be summarily rejected.

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

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

6.0. Modifications / Clarifications to Tender Documents:

6.1. At any time after the commencement of e-Tender and before the closing of the event, 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.

6.2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Chief Engineer /Material Management / TANGEDCO/ Chennai-2 will clarify the same.

6.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/Material Management, TANGEDCO, Chennai- 600 002 on the clarifications in tender portal/by e-mail will be final and binding on the Tender.

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

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

7.0. QUOTATION OF RATES:

7.1. Rates should be quoted in BOQ(Schedule-A) only.

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

8.0. PRINTED TERMS AND CONDITIONS IN TENDERS:

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

9.0. INCOMPLETE TENDERS:

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

10.0. AMBIGUITIES IN CONDITIONS OF TENDERS:

- 10.1. In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 10.2. The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 10.3. Tenderers shall bear all costs associated with the participation in the e-Tender and the **purchaser** will not be responsible or liable for these costs.
- 10.4. 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.
- 10.5. **ONLY MANUFACTURERS MUST QUOTE.** Tenders received from **Agents/Dealers** will not be considered. If the bids are received through Consortium, the same will not be considered and the bids will be rejected.
- 10.6. The Tenderers are requested to furnish the exact location of their factories with detailed postal address and pin code, contact person, Phone, Mobile , Fax Nos. etc. in their tenders so as to arrange inspection by the TANGEDCO, if considered necessary.

11.0. DESTINATIONS-WHERE MATERIALS ARE REQUIRED:

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

12.0. TENDER OPENING :

- 12.1 **OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE: (PART – I)** The Tender offers except price Bid will be opened electronically on the date notified at the Office of the Superintending Engineer / Material Management-I, 4th Floor, Eastern Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600 002, through <https://tntenders.gov.in/nicgep/app>.

12.2. OPENING OF THE PRICE BIDS : (PART –II)

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

- 12.3. If the last date for tender opening happens to be a holiday, the tenders will be opened on the succeeding working day without any changes in the timings indicated.
- 12.4. In all cases, the amount of bid security and validity of the bid shall be scrutinized. Thereafter, the bidder's names and such other details as the Tender Inviting Authority may consider appropriate, will be recorded as bid opening summary and the same will be uploaded on the e-procurement portal.

13.0. INFORMATION REQUIRED AND CLARIFICATIONS:

- 13.1.** In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 13.2.** 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.
- 13.3.** Prior to the detailed evaluation, the TANGEDCO will determine the substantial responsiveness of each offer to the Bidding Documents.
- 13.4.** The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. **The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.**
- 13.5.** After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Portal.
- 13.6.** Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANGEDCO for rejection of his offer, except as mentioned in **Clause-18.0 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.

14.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:

- 14.1** 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.

14.2. 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.

14.3. Price evaluation:

For the purpose of evaluation of Tender offers, the following factors will be taken in to account for arriving the evaluated Price.

- a) The price will be quoted appropriately in the BOQ format.
- b) The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN Code.
- c) The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value ie. (Ex works price + P&F +Freight and Insurance) + GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable Customs duty.
- d) 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.
- e) The bidders should have registered under GST Act and furnish GSTIN.
- f) In the event of bidder is within TN, SGST & CGST shall apply and if the bidder is outside TN, IGST shall apply.'
- g) The offer of the tenderer will be rejected, if it has determined that the financial bid in combination with other constituent elements of the tender is abnormally low or abnormally high in relation to the subject matter of the procurement as per the Clause 29.A of Tamil Nadu Transparency in Tender Rules 2000.

14.4. The rates quoted by the eligible lowest tenderer in the open tender shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined. In the event of L1 bidder offered a quantity less than the tendered quantity, the quantity allocation will be made as per the provisions specified in the Tamil Nadu Transparency in Tender rules 2000.

14.5. No changes, amendments which materially alter the tendered prices shall be permitted after the opening of the tender, except as per the procedure prescribed in sub-section (3) of section 10 of the Act the Tamil Nadu Transparency in Tender ACT 1998.

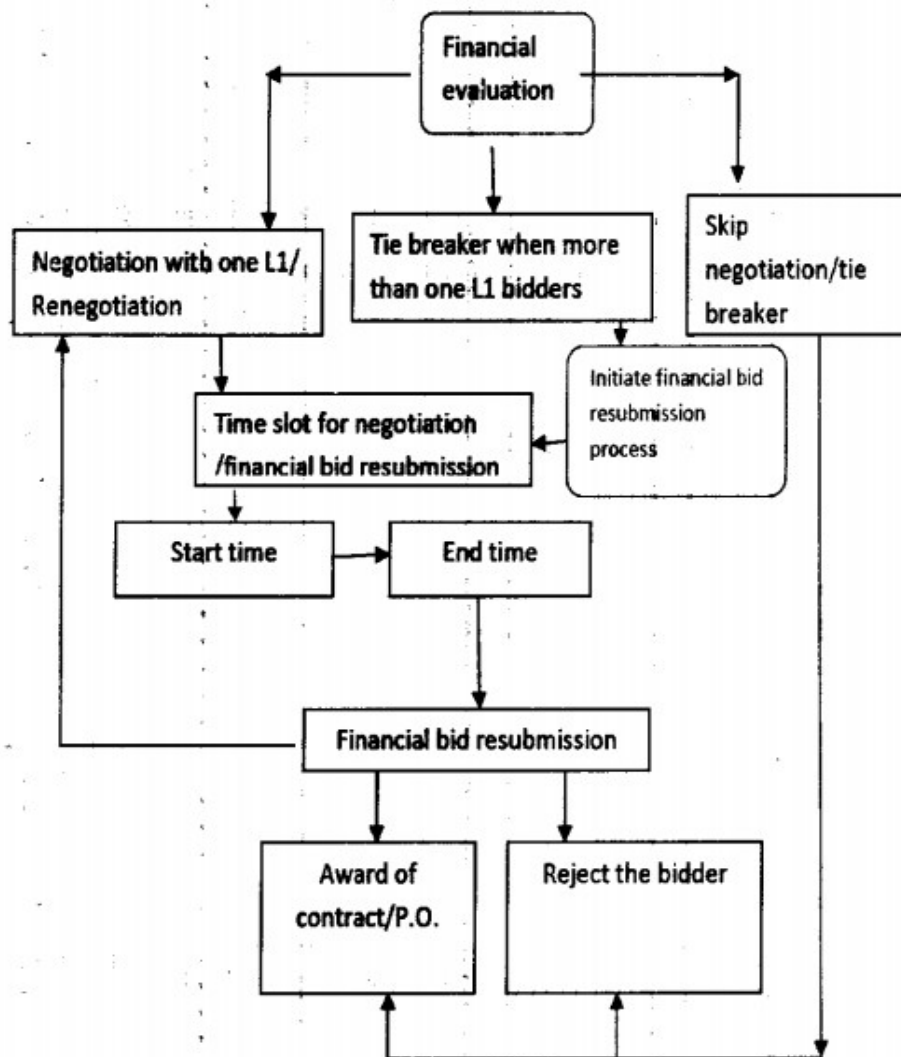
14.6. The TANGEDCO also reserves the right to allocate the quantity is as per **Cl. No. 31.4** of Tamil Nadu Transparency in Tender rules, 2000.

15.0 TIE BREAKER :

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

16.0 Online Negotiation:

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



17.0. PURCHASE PREFERENCE:

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

17.2. PURCHASE PREFERENCE TO DOMESTIC ENTERPRISES :

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

- (a) the lowest tender is not a domestic enterprise;
- (b) the preferential award shall extend only to the lowest tender among the domestic enterprises who are substantially responsive and technically qualified; and
- (c) Such domestic enterprise is willing to match the price of the lowest tender:

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

17.3 PURCHASE PREFERENCE TO GOVERNMENT DEPARTMENTS, PUBLIC SECTOR UNDERTAKINGS, STATUTORY BOARDS AND OTHER SIMILAR INSTITUTIONS as per the provisions in 30-B in Tamil Nadu Transparency in tender Rules 2000 :

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

18.0. VALIDITY :

18.1. Tender offer shall be kept valid for acceptance for period of **180 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.

18.2. Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TANGEDCO.

18.3. **The rejected bidders shall furnish a consent stating that they are accepting for revocation of rejection by the TANGEDCO within the validity period, if insisted.**

19.0. TANGEDCO will issue Purchase Order/AoC to the bidder through portal.

20.0. RIGHTS OF THE TANGEDCO :-

20.1. Rights to reject the tenders :-

20.1.1 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.

20.1.2. 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.

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

- (a)** to vary the quantity finally ordered to the extent of 25% either way of the quantity indicated in the Tender document, as the quantity indicated in the schedule of requirement is approximate.

to place the order for 25% additional quantity over and above the offered quantity based on the consent given in the Techno-Commercial bid of the tender, either at the time of issue of PO or during the delivery period but within the contract period with one month notice period.

- (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 penalty an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TANGEDCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract.
- (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 Purchase order.
- (f) to accept the lowest eligible tender.
- (g) to reject any or all the tenders or cancel without assigning any reasons therefore.
- (h) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.

20.3. 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.

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

21.0. DEVIATIONS:

21.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection. Such deviations if any may be furnished in the **Schedule - G**

21.2. No alternate offer will be accepted.

22.0 BAR OF JURISDICTION:

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

23.0. 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.

24.0. TENDER DOCUMENT :

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

- 25.0. The successful bidder should execute an Undertaking with CE/MM in a non judicial stamp paper of Rs.80/- that they would pay an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TANGEDCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract.
- 26.0. In regard to supply experience by showing the experience of supplying the material to any utility/Discom through any one of the TKC, the POs given by Discom to TKC, POs given by TKC to tenderer and the end user certificates from Both Discom as well as TKC have to be furnished. In case any one of the end user certificate will not be furnished, the tender will be evaluated as per BQR conditions.

SECTION - V
COMMERCIAL

1.0. SCOPE :

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

2.0. PERIOD OF CONTRACT :

The period of contract is 12 months from the date of receipt of award of Purchase Order.

3.0. DETAILS OF CONSTITUTION OF FIRM :-

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

4.0. LEGAL STATUS OF THE FIRM :

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

5.0. DETAILS OF PURCHASE ORDERS ALREADY EXECUTED :

The tenderers shall furnish documentary evidence with details of various Purchase Orders placed on them by TNEB / TANGEDCO / TANTRANSCO or by other State Electricity Boards/ Other Discom Utilities/ Power utilities/ Public sector Undertakings/ Any Discom Utilities through Turnkey contract (In case POs given by Discom to TKC & POs given by TKC to tenderer, the end user certificates from Both Discom as well as TKC have to be furnished) and executed during the last **ten years** along with the end user certificate as on date of tender opening in the **Schedule -C**

6.0. PLACING OF ORDERS :

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

6.2. The award of contract will be issued to the successful tenderer with all TANGEDCO's terms and conditions, duly indicating the approved rates per km and the approximate quantity allotted to them. The approved rates will be "Firm" and valid for 12 months from the date of receipt of award of contract.

6.3 The delivery schedule will be indicated in the Purchase Order.

7.0 PRICE:

7.1 The Tenderers are requested to quote **FIRM** price only, valid for **1 Year** from the date of award of contract. The tenderers are requested to quote price after taking into account all discount availed by them.

7.2 The Tenderer's shall quote the Ex-works price, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to TANGEDCO Stores anywhere in Tamil Nadu. A format for price schedule is given in **Schedule 'A'. (Pl. Refer Bill of Quantity- BOQ in Excel format in the specification documents).**

7.2.1. The Freight and Insurance charges shall be applicable for delivery to any stores of TANGEDCO in Tamil Nadu. Unloading the materials at destination stores will be done by TANGEDCO at own cost.

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

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

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

7.5 INPUT TAX CREDIT BENEFIT:

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

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

7.6 PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

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

8.0. GOODS AND SERVICES TAX [GST]:

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

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

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

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

- 8.2.** The Goods and Services Tax will be paid extra as applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.
- 8.3.** The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC)
In case of delayed delivery, the GST prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.
It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rates prevailing at the time of tendering, the GST prevailing at the time of tendering will only be paid.
- 8.4.** Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.
- 8.5.** In case of delayed delivery, the GST prevailed on the date of actual delivery or applicable on the date of contractual date of delivery whichever is less shall be admitted.
- 8.6.** **GSTR-2A** of TANGEDCO will be verified to ensure the remittance of GST to Govt., by the supplier in respect of this PO. If the GST remitted by the supplier is found lesser than that claimed from TANGEDCO, the excess GST paid by TANGEDCO will be recovered from the supplier, duly adhering regular procedures. The supplier is requested to file the GST returns promptly to avoid delay in processing/payment of invoices. In case of non-filing of GSTR1 by supplier, the SD, EMD and other payments, if any, due to the supplier may be withheld.
- 8.7. GST- E-Way Bill :**
E-Way Bill is an electronic document to be generated to cover movement of goods more than 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 the transporter.
It is the responsibility of Supplier/Contractor to ensure the delivery at the destination stores /sites of TANGEDCO. Therefore, it is the responsibility of the Supplier/Contractor or their transporters to generate e-way bill before transporting goods for delivery at TANGEDCO's premises.

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

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

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

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

8.9. GST on Forfeiture of Security Deposits:

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

8.10. Releasing GST portion to Suppliers / Contractors :-

The guidelines for releasing GST portion is attached as **Annexure- 1**

8.11. Provision of Section -194Q of IT Act :

1. Any person, being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year, shall, at the time of credit of such sum to the account of the seller (or) at the time of payment, whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50 Lakhs as TDS under Section-194Q of IT Act. The supplier of goods is required to furnish the PAN to TANGEDCO for making the payment. In case the suppliers do not have PAN, TANGEDCO is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., Any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 194Q will apply at higher rate u/s.206AB.

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

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

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

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

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

8.12. E-INVOICE :

TANGEDCO cannot avail input tax credit from suppliers whose turnover exceeds Rs.10 crores without an e-invoice (or) e-invoiced debit note or e-invoiced credit note. E-invoice is a system in which B2B invoices are authenticated electronically by GSTN for further use on the common GST portal. Under the electronic invoicing system, an identification number will be issued against every invoice by the **Invoice Registration Portal (IRP)** to be managed by the GST Network (GSTN). The bidders who are having annual turnover exceeding Rs.10 Crores who participates in this tender **shall claim payment** by raising **e- invoice only** on placement of purchase order if any.

9.0. INSURANCE:

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

10.0 PAYMENT :

10.1. The payment will be made to the suppliers through NEFT/RTGS or Bank Transfer. Hence, it is requested to furnish the following details immediately on receipt of LOA and before issue of P.O.

1. Name of the Account Holder
2. Name of the Bank, Branch & A/C No.
3. IFSC Code

The bank charges involved in making the payment will be to the Account of the Supplier.

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

10.3. The payment will be made directly to the supplier based on submission of bills/e-invoice in case of the suppliers whose Turn over exceeds Rs.10 Crore as stipulated in the Section V Para 8.12 claims to the Accounts branch of EDCs against passing of bills by the concerned Superintending Engineer/EDCs through central payment. The bidder shall maintain the total weight of each materials as per drawing and Specification. In case of supplies received lesser than prescribed weight, the payment for the supplied materials will be passed proportionate to the weight of the materials supplied on par with the above TANGEDCO's weight requirement.. If the weight of the material supplied is above the standard weight as per the TANGEDCO's weight requirement (within / over and above the positive tolerance) as stipulated in the Section VI Para 2.2 , the payment will be made only as per the PO rate per each.

10.4. For the materials delivered within contractual delivery period :

10.4.1. For the materials delivered within contractual delivery period :

100% of the All-inclusive price (including GST) of the materials of each consignment shall be released to the vendors of SSI units and non-SSI units within a time frame of 45 days from the date of submission of bills/e-invoice in case of the suppliers whose Turn over exceeds Rs.10 Crore against the bills passed by the Superintending Engineer/ EDCs concerned based on the copy of the SRB received from the respective consignee EDC Stores after deducting recoveries, if any. The invoice/ e-invoice in case of the suppliers whose Turn over exceeds Rs.10 Crore in duplicate shall be sent to the office of the Superintending Engineer / EDCs concerned, for passing the bills.

In the event of TANGEDCO fails to keep the stipulated time frame for releasing payment to SSI units and non-SSI units against satisfactory acceptance of materials, the simple interest will be paid for the delayed period at SBI three months MCLR.

(The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the time of date of PO shall be taken as base date to ascertain the interest rate.)

10.4.2. For the materials delivered beyond contractual delivery period :

100% of the All-inclusive price (including GST) of the materials of each consignment shall be released to the vendors of SSI units and non-SSI units within a time frame of 45 days from the date of submission of bills/ e-invoice in case of the suppliers whose Turn over exceeds Rs.10 Crore

against the bills passed by the Superintending Engineer/ EDCs concerned based on the copy of the SRB received from the respective consignee EDC Stores after deducting LD and other recoveries, if any. The invoice in duplicate shall be sent to the office of the Superintending Engineer / EDCs concerned, for passing the bills.

In the event of TANGEDCO fails to keep the stipulated time frame for releasing payment to SSI units and non-SSI units against satisfactory acceptance of materials, the simple interest will be paid for the delayed period at SBI three months MCLR.

(The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the time of date of PO shall be taken as base date to ascertain the interest rate.)

10.5. 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 (the lower rate include negotiated rate if negotiation is made and it will not be altered even when the procurement will be made at differential prices) subject to levy of liquidated damage for belated supplies.
- (c)** TANGEDCO reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this specification.

10.6. 100% payments will be made only on receipt of the supplier's bills in duplicate and passing of bills / e-invoice in case of the suppliers whose Turn over exceeds Rs.10 Crore by the Superintending Engineer / EDCs concerned after approval / acceptance of the following :

10.6.1 Acceptance / Approval of PO issuing Authority (CE/MM)

- (a) Security Deposit cum Performance Guarantee for 5% value of the order .
- (b) GST Registration Certificate.
- (c) Undertaking towards jurisdiction for legal proceedings
- (d) Guarantee Certificate for the ordered quantity
- (e) Undertaking towards Input tax credit benefit passed on to TANGEDCO
- (f) Approval of Test reports (Acceptance & Routine tests carried out as per IS) after carrying out inspection for the offered / inspected quantity of material / Waiver of inspection and issue of Despatch Instruction.
- (g) After the acceptance of the undertaking from the successful bidders as detailed in the section IV - para 25.0

10.6.2. Acceptance of Bill Passing Authority.: (SE / EDCs)

- (a) Invoices / Bills / e-invoice in case of the suppliers whose Turn over exceeds Rs.10 Crore.
- (b) Guarantee Certificate for the supplied materials against DI issued by CE / MM
- (c) e-way bill as per GST norms for the transport of material against DI issued by CE/MM.

10.7. The supplier should despatch only after getting despatch instructions from the Chief Engineer/ Materials Management/ Superintending Engineer /MM-I. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches.

10.8 The tenderers are requested to contact CFC/General/TANGEDCO in regard to the release of payment.

11.0. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :

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

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

11.2. If the PO value is less than Rs.10 lakhs, then the suppliers have to furnish the SD cum Performance Guarantee in the form of Electronic mode of payment or DD/Banker's Cheque.

11.3. The above Bank Guarantee should be a single Bank Guarantee of 5% of the purchase order value and valid for a **continuous period of 12 months from the anticipated date of receipt of last consignment of goods / materials at site in good condition.** In case of delay in supply, the Guarantee should be extended suitably.

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

11.5.1. The Security Deposit Cum Performance Guarantee will be returned / refunded to the supplier after the expiry of the guarantee period ensuring that defects/ damages during the guarantee period are rectified /replaced.

If the purchaser incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.

11.5.2. The Security Deposit cum Performance BG shall be valid for a continuous period of 12 months (Twelve months), from the anticipated date of receipt of last consignment of goods/materials at site in good condition apart from guarantee covered for the period of delivery schedule mentioned in the Purchase Order. The successful tenderer should also furnish an undertaking in a non-judicial stamp paper for a value of Rs.80/- for the balance period of 24 months from the date of expiry of validity of Bank guarantee furnished.

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

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

11.8. In case of any break in the validity of the Bank Guarantee submitted towards SD cum performance guarantee, TANGEDCO will invoke the BG on the last working day of its expiry of its validity and such proceeds shall be remitted to the TANGEDCO's collection account.

12.0. DELIVERY SCHEDULE :

12.1. The following delivery schedule shall be adhered to :

- (a)
 1. The commencement period is 15 days from the date of receipt of the PO.
 2. Thereafter the delivery of the ordered quantity of material shall be completed **in 6 equal** monthly installments.
 3. The quantity to be supplied in 6 installments i.e month wise quantity will be furnished in the Purchase order to be issued to the successful bidders.

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

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

- (c) The request for DI should be given not less than 20 days advance with the details of date of readiness, and the quantity of materials that will be ready for delivery, Packing list, Test certificate etc., in such a way that the delivery schedule is kept up. The materials shall not be despatched without instruction from TANGEDCO.
- It is the responsibility of the supplier to give advance information for despatch of materials and other obligations under the terms and conditions of this tender/contract in order to deliver the material within the contractual delivery period quoted /agreed.
- 12.2. Tenderers should agree for delivery of materials anywhere in Tamil Nadu to be stipulated by the Board based on the schedule furnished. The delivery so specified shall be guaranteed by the tenderers under liquidated damages clause.
- 12.3. TANGEDCO reserves the right to revise this delivery schedule depending on the actual requirement at the time of placing the purchase order.
- 12.4. TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 12.5. To ensure sustained supply without any interruption, TANGEDCO reserves the right to place orders among more than one tenderer.
- 12.6. The BOARD will be at liberty to cancel the Purchase order if the supply is not made as per the delivery schedule, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation.
- The defaulting Suppliers/contractors will be liable to pay to the Board in addition to the liquidated damages for delay, would pay penalty an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TANGEDCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract.
- 12.7. a) 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.
b) The firms have to supply the material on or before the last date of supply even the last date of delivery happens to be a holiday.
- 12.8. The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 12.9. **After the issue of Despatch Instruction, if any delay is caused by the supplier in arranging timely despatches, their poor performance will be taken note of while ordering in future.**

- 12.10.** If supplies to be rendered against the contract are made by the supplier beyond the period of delivery stipulated in the contract and they are accepted by the TANGEDCO such acceptance is without prejudice to TANGEDCO's right to levy liquidated damages for the delay in supply as per the liquidated damages clause. The TANGEDCO will also be at liberty to cancel the order, if the supply is not completed within the stipulated delivery period notwithstanding its rights to claim liquidated damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.
- 12.11.** All supplies should be strictly as per schedule. Any advance supply will be accepted by TANGEDCO only based on the requirement.
- 12.12.** At the time of issuing Purchase Order, the quantity allocation and delivery period will be appropriately indicated so as to enable the bidder to supply the material within the said delivery period.
- 12.13.** The supply shall be effected in such a way that the materials reach the destination stores within the stipulated delivery period.
- 12.14.** The tenderer should supply the material as per Delivery Instruction. As per the chronological order of the issue of DI only the material has to be delivered/receipt of material will be accounted i.e., as per the D.I, due date for the supply has to be maintained and based on the receipt of the material if delayed suitable LD will be levied.

[(e.g.1) - 1st DI issued on 05.03.23, due date is 24.03.23, material supplied on 23.03.23; 2nd DI issued on 09.04.23, due date on 24.04.23 and material supplied on 23.04.23; accounting will be made as per the delivery based on the due date of the chronological DI and no LD will be levied as the supply is in order.

(e.g.2) 1st DI issued on 05.03.23, due date is 24.03.23, 2nd DI issued on 09.04.23, due date is 24.04.23; if the material delivered for the 2nd DI on 23.04.23 and for the 1st DI on 23.05.23, the material supplied on 23.04.23 will be taken as advance supply and the material supplied on 23.05.23 will be treated as delay one and which attracts LD.]

13.0. INSPECTION :

- 13.1.** Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address, contact Phone/Mobile No., e-mail id etc. to enable inspection by Board if considered necessary.
- 13.2.** For New entrants factory inspection will be done by the Board's officers to assess the genuineness in manufacturing the tendered materials and to assess whether the firm have infrastructural facilities to manufacture the same.

- 13.3.** The quantity of conductor utilised for testing shall be deducted from the total quantity offered and payment will be made accordingly.

14.0. TESTS :

14.1. Routine Tests :

i) Routine Test as per IS 398 Part IV(1994) of latest issue as amended upto date for the tendered material shall be conducted by the manufacturer on finished product in entire quantity in each consignment.

ii) Routine Test results shall be submitted in duplicate to the Superintending Engineer / Materials Management-I, along with the DI Request and also got approved by him before the despatch of each consignment.

iii) TANGEDCO reserves the right to waive the test as per IS 398 Part IV based on the immediate requirement in field.

14.2. Test Certificate:

The test certificates in triplicate for the materials furnishing the results of the tests as per latest issue of IS 398 Part IV (1994) with upto date amendment shall be forwarded and got approved before the materials are despatched. In addition to the tests called for in the specification, the purchase reserves the right of conducting such tests as he desires carried out at his own cost to satisfy himself that the materials conform to the requirements of this specification. The materials may be rejected if the test results are not satisfactory.

15.0. DESPATCH INSTRUCTIONS:

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

- 15.1** The supplier should despatch only after getting despatch instructions from the CE/MM (or) SE/MM I. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches.

16.0 ACCEPTANCE TEST: (Random Sample test)

- 16.1** Random sample of material supplied will be tested (routine and other tests and any other special tests) by TANGEDCO at Purchaser's cost for conformity to relevant BIS, for each and every consignment once the conductor reaches the Stores. And for any non-conformity further sampling tests will be done as per BIS.

- 16.2** After issuing of PO, sample test will be conducted at NTH/Tharamani or MSME laboratory/Guindy, Chennai or any other Govt. laboratory approved by TANGEDCO. The first sample test will be done at TANGEDCO's cost. In the event of failure of the sample during the first test, the charges towards the test on the second sample will be to the account of the company.

17.0 LIQUIDATED DAMAGES :

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

- 17.1** If the supplier fails to deliver the materials within the time specified in the PO or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of half a percent (0.5%) of the All-inclusive price of the undelivered Materials for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the All-inclusive price of the materials so delayed. The actual date of delivery of materials with all its accessories at destination stores will be reckoned as date of delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for inspection, despatch etc. in time to keep up the delivery schedule.
- 17.2** If supplies to be rendered against the PO are made by the supplier beyond the period of delivery stipulated in the order and if they are accepted by the TANGEDCO, such acceptance is without prejudice to the TANGEDCO's rights to levy liquidated damages for the delay in supply.
- 17.3** The TANGEDCO will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the P.O., notwithstanding its rights to claim liquidated damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.
- 17.4** The defaulting Suppliers/contractors in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TANGEDCO will be liable to pay to the Board in addition to the liquidated damages for delay would pay penalty an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TANGEDCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract.
- 17.5** Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
- 17.6** If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.
- 17.7** TANGEDCO reserves the right for accepting the delayed supply,
 - a) Belated supply of materials where the prices are ruling the same or higher can be considered at the same rate of P.O for acceptance, subject to levy of maximum Liquidated damages as per P.O terms, however, subject to its suitability to our need and schedule of work.

b) Belated supplies where the prices have declined can be considered for acceptance upto 4 months, subject to the price advantage being weighed against the liquidated damages to be levied and the decision taken for the overall advantage of the TANGEDCO and subject to suitability to our need and schedule of work.

c) Belated supplies where the prices have declined can be considered beyond 4 months for acceptance at the reduced rates only subject to the levy of liquidated damages also at the maximum percentage as per P.O terms, if the supplier agrees to the above conditions, in writing, however subject to its suitability to our need and schedule of work."

18.0. FORCE MAJEURE :

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

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

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

- 18.2.** Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the Board may at its option terminate the contract by a notice in writing.
- 18.3.** The Power cut shall not be considered under force majeure condition. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.
- 19.0. GUARANTEE :**
- 19.1.** The entire materials should be guaranteed for the satisfactory operation and workmanship for at least for a period of **36 months** from the date of receipt of last consignment of materials at site in good condition.
- 19.2.** Any defects noticed during the above period shall be rectified by the supplier free of charge to TANGEDCO within 2 months on receipt of instruction/intimation from the purchaser. Tenders without the above are liable for rejection.
- 19.3.** A written guarantee guaranteeing TANGEDCO against any defects in the materials supplied or in the Workmanship should be furnished along with the first bills for payment. This should be operative for the period of 36 months from the date of receipt of materials at site in good condition.
- 19.4.** Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified/ replaced free of cost within **two (2) months** on receipt of intimation from the purchaser on such defects of failures. If they are not rectified or replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted along with the bills themselves.
- 19.5.** The packing shall conform to relevant packing standards. The contractor should however ensure that the packing is such that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage. The words "Handle with care" should be printed on the cartons.

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

19.7. The tenderers shall guarantee among the other following things :

- (i) Quality and Strength of materials used.
- (ii) Safe electrical and mechanical stresses on all parts of the material under all specified conditions.
- (iii) Performance figures shall be confirmed by the tenderers in the **Schedule of Guaranteed technical particulars** in **Schedule B** and technical requirements of the tender.

20.0. LOSS OR DAMAGE

20.1. External damages or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at site. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced/ rectified by the supplier, free of cost as per **clause 21.0**.

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

20.3. Similarly, if during the guarantee period any of the goods found to be defective in materials or workmanship or do not conform to specification or are unsuitable for the purpose for which they are purchased, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the supplier to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.

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

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

21.0. REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS :

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

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

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

21.4. If any delay is caused by the supplier in replacement of defective/damaged material, their poor performance will be taken note of while ordering in future.

21.5. The Replacement clause does not hold good for rejection of materials due to non conformation as per relevant IS clause.

22.0. GROUND RENT FOR NON-LIFTING OF REJECTED CONDUCTOR:

The conductor supplied will be rejected by TANGEDCO, if the material fails to meet the requirement as per IS 398-Part (IV) 1994 (1st sample and 2nd sample tests as per IS) The rejected conductor shall be lifted by the firm within a period notified by TANGEDCO. If the firm delays for lifting of rejected conductor, then the Ground Rent for the area occupied by the rejected conductor will be levied based on the 25% of Guideline Value.

23.0 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.

24.0. FAILURE TO EXECUTE THE PURCHASE ORDER /CONTRACT:

24.1. Suppliers failing to execute the order placed on them to the satisfaction of the TANGEDCO under the terms and conditions set-forth therein, will be liable to pay to the Board in addition to the liquidated damages for delay would pay penalty an amount equivalent to EMD/SD or an amount equal to the actual loss incurred by the TANGEDCO whichever is less in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract. This is without prejudice to other rights under the terms of contract.

25.0. NON-ASSIGNMENT:

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

26.0 RECOVERY OF DUES:

The Board is empowered:

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

27.0 RAW MATERIAL:

It is the responsibility of the tenderer to make his own arrangements to purchase the necessary raw materials for manufacture of the conductor from the Primary producers.

- i) Aluminium Alloy Wire Rod/ Hot metal.
- ii) EC Grade Ingot.

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 cum Performance Guarantee held and / or any other amount due to the supplier from the TANGEDCO/ TANTRANSCO/TNEB from this Contract as well as from other contracts.

29.0. GST REGISTRATION CERTIFICATE :

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

30.0. ARBITRATION ACT NOT TO APPLY:

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

31.0. PAST PERFORMANCE :

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

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

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

32.1. No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, Chennai, City Civil Court at Chennai or at the Court of small causes at Chennai or the cases filed before the MSEFC. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful Tenderer shall furnish an UNDERTAKING as per **Schedule-E** in a non-judicial stamp paper of Rs.80/- agreeing to the above condition.

33.0. QUANTITIES :

The quantities mentioned in this specification are only tentative.

TANGEDCO reserves the right to place the order for 25% additional quantity over and above the offered quantity based on the consent given in the Techno-Commercial bid of the tender, either at the time of issue of PO or during the delivery period but within the contract period with one month notice period.

34.0. CHECK MEASUREMENT

- 34.1.** Out of 10 drums in each consignment, one drum will be unwound, and check measured for finding out as to whether the tare weight and nett weight of Conductors, furnished in the packing slip are tallied with actual tare weight of the drum and nett weight of the conductor and the shortages in the nett weight in the above drum will be taken as an average shortage and the same will be applied to the entire 10 drums.
- 34.2.** a) If the suppliers desire, another 2 (two) drums will be check measured as above in the presence of the supplier's representative at the supplier's cost and the average shortage in the subsequent two drums check measured will be applied to the 9 drums and their actual shortages in the first drum check measured will be taken as it is.
- b) If on the other hand if any one of the above two drums check measured has higher nett weight than the declared, the same shall not be applied for average calculation. Instead the average of first drum (actual shortage) and the actual shortage of the next drum shall be applied to the balance 9 drums.
- 34.3** If the actual nett weight of the conductor in the above sample drums are tallied with the nett weight furnished in the packing slip, the difference in the tare weight will be ignored and the consignment will be accepted, if otherwise in order.
- 34.4** The Mass may be adopted to arrive at the actual length of the conductor as per schedule-E -Guaranteed Technical particulars. No deviation on this formula will be entertained.
- 34.5** For each consignment, the date of delivery at stores should be intimated to the Consignee Superintending Engineer. Further the consolidated upto date particular may be furnished to Superintending Engineer/Materials Management-I, with copy to concerned consignee Superintending Engineer.

**Sd/-
CHIEF ENGINEER
MATERIAL MANAGEMENT**

SECTION-VI**TECHNICAL****1. CONDUCTOR SIZE FOR DIFFERENT APPLICATION - L.T/11KV/33KV LINES.**

- a) 7/3.15mm (55 Sq.mm Aluminium Alloy area.)

2. APPLICABLE STANDARDS.

Unless otherwise stipulated in this Specification, the contractor shall comply with IS.398 (Part - IV) 1994 or the latest version thereof.

3. PROPERTIES OF CONDUCTORS.

The properties of stranded aluminium alloy conductors of various sizes shall be as in Table.

TABLE-I ALUMINIUM ALLOY STRANDED CONDUCTORS.

| Nominal Aluminium Area | Stranding & Wire Dia. | Cross Sectional Area of Conductor | Approx. overall Dia. | Approx. Mass | Calculated Resistance at 20deg. C (Max.) | Approx Calculated Breaking laod |
|------------------------|-----------------------|-----------------------------------|----------------------|--------------|--|---------------------------------|
| Sq. Mm | mm. | sq. mm | mm. | Kg/Km | Ohm/Km | kN |
| 55 | 3.15 | 54.55 | 9.45 | 149.2 | 0.621 | 16.03 |

- 4.** The properties of aluminium alloy wires to be used in the construction of the stranded conductors shall be as in Table-II.

Table-II: ALUMINIUM ALLOY WIRES USED IN THE CONSTRUCTION OF STRANDED ALUMINIUM ALLOY CONDUCTORS.

| Diameter | | | Cross Sectional Area of nominal dia. Wire. | Mass | Minimum Breaking load after stranding. | Resistance at 20 Deg. C. | |
|----------|------|------|--|---------|--|--------------------------|---------|
| Nom. | Min. | Max. | sq. mm | Kg./KM. | KN | Ohm/Km. | Ohm/Km. |
| 3.15 | 3.12 | 3.18 | 7.793 | 21.04 | 2.29 | 4.290 | 4.170 |

5. FREEDOM FROM DEFECTS.

The wire shall be smooth and free from all imperfection such as spills, as split, etc.

6. JOINTS IN WIRES.

There shall be no joint in any wire of a stranded conductor containing seven wires, except those made in the base rod or wire before final drawing.

7. STRANDING.

The wires used in the construction of stranded conductor shall before stranding satisfy all the relevant requirements of this standard.

8. The lay ratio shall be within the limits given in Table III.

Table-III. LAY RATIOS FOR ALUMINIUM ALLOY STRANDED CONDUCTORS.

| No. of Wires in Conductors. | Lay Ratio | |
|-----------------------------|-----------|------|
| | Min. | Max. |
| 7 | 10 | 14 |

9. TESTS.

The samples of individual wires for the tests shall normally be taken before stranding. The manufacturer shall carry out test on samples taken out atleast from 10% of aluminium wire spools. However, when desired by the purchaser, the test sample may be taken from the stranded Wires. However, the minimum breaking load test shall be done on a sample taken from stranded wires and the minimum breaking load shall not be less than the value indicated in Table-I.

The wires used for alloy conductors shall comply with the following tests as per IS.398 (Part IV - 1994.)

i) Breaking load test.

ii) Elongation test.

iii) Resistance test.

TANGEDCO reserves all rights to conduct sample tests on any consignment to check the quality of conductor supplied.

10. PACKING AND MARKING.

The conductors shall be wound in reels or drums conforming to the latest version of IS.1778-1980" Specification for Reels and Drums for bare Wire."

10.1. PACKING.

The Gross mass of packing for the conductor shall not exceed by more than 10% of the values given in the following table:

| Conductor Size | Gross Mass. |
|-----------------------------------|-------------|
| 55 Sq.mm Al.Alloy area (7/3.15mm) | 1500 kg. |

10.2. The normal length of the conductor shall be as given in the following table:

| Conductor Size | Normal Length. |
|-----------------------------------|----------------|
| 55 Sq.mm Al.Alloy area (7/3.15mm) | 1.70Km. |

Longer Lengths shall be acceptable.

Short Lengths, not less than 50% of the normal length shall be acceptable to the maximum extent of 10% of the quantity ordered.

- i) The tolerance quantity shall be between plus or minus 5% for monthly due quantity.
- ii) The maximum tolerance shall be of 5% of the PO ordered quantity.
- iii) The firm has to specify the excess quantity over and above the monthly due quantity inspected as tolerance or advance supply.

Quantity supplied less than the stipulated for the monthly consignment is liable for LD.

11.0. RAW MATERIAL

It is the responsibility of the tenderer to make his own arrangements to purchase the necessary raw materials for manufacture of the conductor.

i) EC GRADE INGOT

The EC grade Ingot used for the manufacture of conductor shall be bought/ purchased from the following primary producers directly.

- i) M/s. BALCO, Korba, (MP)
- ii) M/s. HINDALCO., Renukoot (UP)
- iii) M/s. NALCO, ANGUL, Orissa
- iv) M/s. VEDANTA

ii) ALUMINIUM ALLOY WIRE ROD:

Aluminium Alloy wire rod directly purchased from the two primary producers i.e., M/s.BALCO and M/s.HINDALCO shall be used for manufacture of AAA Conductor.

- a) Purchase of Aluminium Alloy Wire Rod from consignee agents of the two primary producers i.e M/s. BALCO and M/s. HINDALCO is permitted subject to producing confirmation from producers that the consignee agents are their authorized dealers/ from the firms who produce the Aluminium Alloy Wire Rod either M temper or T4 temper from EC Grade Ingot / Hot Metal purchased from the Primary Producers.
- b) Copies of the invoices for the procurement of raw material shall be submitted at the time furnishing the request for the Despatch Instruction to ascertain the purchase of raw material from the primary producer.

- (i) if raw material purchased directly from the primary producer - 1 invoice to be furnished.

- (ii) if raw material purchased through firm who manufacture the alloy wire rod for which the raw material purchase from primary producer(2 invoices) i.e 1)Invoice of firm from primary producer.

- 2) Invoice issued by firm to the supplier of TANGEDCO.

11.1. MARKING:

The following information is to be marked on each package:

- a. Manufacturer's Name.
- b. Trade Mark, if any.
- c. Drum or identification number.
- d. Size of conductor.
- e. Number and Lengths of conductors.
- f. Gross mass of the package.
- g. Net mass of conductor.
- h. ISI Certification mark.
- i. P.O.No. and date.

12. INSPECTION:

Only for new entrants factory inspection will be carried out to ascertain the manufacturing capacity/Infrastructure facility.

Sd/-
CHIEF ENGINEER
MATERIAL MANAGEMENT

SCHEDULE – A
PRICE SCHEDULE

(Model of Item wise BOQ Template in Excel format)

| Tender Inviting Authority: Chief Engineer/ Material Management | | | | | | | | | | | | | | | |
|---|----------------------------------|-----------------|----------|-------|--|---------------------------------------|----------------------|----------|-------------------|-----------|--------------------|------|---|--|-----------------------|
| Name of Work: Supply of 24,000 Km 7/3.15mm AAA Conductor | | | | | | | | | | | | | | | |
| Contract No: M.21/2023-24 | | | | | | | | | | | | | | | |
| Name of the Bidder/ Bidding Firm / Company | | | | | | | | | | | | | | | |
| <u>Price Schedule</u> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | | | | | | | | | | | | | |
| Sl. No | Description | Item code/ make | Quantity | Units | Basic Rate to be entered by the bidder In Rs. Ps. | Freight & Insurance In Rs. Ps. | Packing & forwarding | HSN Code | GST In % | | | | All inclusive rate per unit without Tax In Rs. Ps. | All inclusive rate per unit with Tax In Rs. Ps. | Total Amount in Words |
| | | | | | | | | | Within Tamil Nadu | | Outside Tamil Nadu | | | | |
| | | | | | | | | | SGST In % | CGST In % | IGST % | In | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | 8 | 9 | 10 | 11 | 12 | 13 | 14 | |
| 1 | Supply of 7/3.15mm AAA Conductor | | | | | | | | | | | | | | |
| 1.01 | Supply of 7/3.15mm AAA Conductor | Item1 | 1.0 | Km | | | | | | | | 0.00 | 0.00 | INR Zero only | |
| Total in Figures | | | | | | | | | | | | 0.00 | 0.00 | INR Zero only | |
| Quoted rate in words | | INR Zero only | | | | | | | | | | | | | |

Note: The bidders shall enter their financial quotes marked in white colour unprotected cells of item wise BOQ through online.

SCHEDULE – B

GUARANTEED TECHNICAL PARTICULARS TO BE FURNISHED AS ALONG WITH THE TECHNO COMMERCIAL BID

1. CONDUCTOR SIZE FOR DIFFERENT APPLICATION - L.T/11KV/33KV LINES.

- a) 7/3.15mm (55 Sq.mm Aluminium Alloy area.)

2. APPLICABLE STANDARDS.

Unless otherwise stipulated in this Specification, the contractor shall comply with IS.398 (Part - IV) 1994 or the latest version thereof.

3. PROPERTIES OF CONDUCTORS.

The properties of stranded aluminium alloy conductors of various sizes shall be as in Table.

TABLE-I ALUMINIUM ALLOY STRANDED CONDUCTORS.

| Nominal Aluminium Area | Stranding & Wire Dia. | Cross Sectional Area of Conductor | Approx. overall Dia. | Approx. Mass | Calculated Resistance at 20deg. C (Max.) | Approx Calculated Breaking laod |
|------------------------|-----------------------|-----------------------------------|----------------------|--------------|--|---------------------------------|
| Sq. Mm | mm. | sq. mm | mm. | Kg/Km | Ohm/Km | kN |
| 55 | 3.15 | 54.55 | 9.45 | 149.2 | 0.621 | 16.03 |

- 4.** The properties of aluminium alloy wires to be used in the construction of the stranded conductors shall be as in Table-II.

Table-II: ALUMINIUM ALLOY WIRES USED IN THE CONSTRUCTION OF STRANDED ALUMINIUM ALLOY CONDUCTORS.

| Diameter | | | Cross Sectional Area of nominal dia. Wire. | Mass | Minimum Breaking load after stranding. | Resistance at 20 Deg. C. | |
|----------|------|------|--|---------|--|--------------------------|---------|
| Nom. | Min. | Max. | sq. mm | Kg./KM. | KN | Ohm/Km. | Ohm/Km. |
| 3.15 | 3.12 | 3.18 | 7.793 | 21.04 | 2.29 | 4.290 | 4.170 |

5. FREEDOM FROM DEFECTS.

The wire shall be smooth and free from all imperfection such as spills, as split, etc.

6. JOINTS IN WIRES.

There shall be no joint in any wire of a stranded conductor containing seven wires, except those made in the base rod or wire before final drawing.

7. STRANDING.

The wires used in the construction of stranded conductor shall before stranding satisfy all the relevant requirements of this standard.

8. The lay ratio shall be within the limits given in Table III.

Table-III. LAY RATIOS FOR ALUMINIUM ALLOY STRANDED CONDUCTORS.

| No. of Wires in Conductors. | Lay Ratio | |
|-----------------------------|-----------|------|
| | Min. | Max. |
| 7 | 10 | 14 |

SCHEDULE-B-1
SCHEDULE OF MATERIALS AND DELIVERY PERIOD

(To be filled in by the Tenderer.)

TENDERED QUANTITY = 24,000 KM

| Sl.NO | Description of material | Quantity Offered per month in Km. | Total quantity offered |
|--------------|--------------------------------------|--|-------------------------------|
| 1. | 7/3.15mm AAA Rabbit Conductor | | |

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

SCHEDULE – C

DURING THE PAST TEN YEARS AS ON THE DATE OF TENDER
STATEMENT OF SUPPLY ORDERS EXECUTED / UNDER EXECUTION
IN RESPECT OF 7/3.15mm AAA CONDUCTOR

| Sl. No | Name & Address of the Organization incl. other SEBs/ TANGEDCO-EDC/Regions/TANT RANSCO | Name of the material | P.O. No. & Date | Quantity | Value of order in Rs. Lakhs FOR(D) Price | Scheduled date of completion of order | Actual date of completion of order | Whether PO Copy is furnished (Yes/ No) | Whether End User Certificate Copy is Enclosed (Yes/ No) |
|--------|---|----------------------|-----------------|----------|---|---------------------------------------|------------------------------------|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

NOTE :

Copies of orders and end user certificate shall be furnished in the bids.

COMPANY SEAL :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – D**DECLARATION FORM**

To

The Chief Engineer / Material Management,
Tamil Nadu Generation and Distribution Corporation Ltd.,,
4th Floor / Western Wing,
NPKRR Maaligai, Electricity Avenue,
144, Anna Salai,
Chennai 600002.

Dear Sir,

Having examined the above Specification No. M 21/2023-24 together with the accompanying schedules etc., we hereby offer to manufacture and supply the materials covered in this specification at the rates entered in the attached schedule of prices.

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

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

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

Yours faithfully,

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

SCHEDULE - E

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

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

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

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

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

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

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

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :
DATE :

WITNESS :

1.

2.

SCHEDULE – F
QUESTIONNAIRE – A
BID QUALIFICATION REQUIREMENT & COMMERCIAL CONDITIONS

INSTRUCTIONS :

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

| Sl. No. | PARTICULARS | BIDDER'S RESPONSE |
|---------|---|---|
| 1 | Name & Address of the Firm / Company | |
| a | Registered Office. | |
| b | Factory / Work's Address | |
| c | FAX No. & Telephone No. & Mobile No. | |
| d | E-Mail ID. | |
| e | Permanent Account Number(PAN) | |
| f | GST registration No. | |
| g | HSN code of the tendered material | |
| 2 | Name, Designation & Address of the person signing the tender. | |
| 3.a | Whether the Company is Micro/Small Scale / Medium Scale / Large Scale Unit. (Specify correctly) | |
| b | If so, write Registration No. | |
| c | Legal Status of the company. (Partnership / sole property / Registered under companies Act) | |
| 4 | Confirm whether tenderer is a manufacturer of 7/3.15mm AAA conductor. | YES / NO |
| 4.1. | Whether Manufactured and supplied satisfactorily a minimum quantity of 750 km of tendered size or higher size AAA conductor during the preceding ten years as on the date of tender opening to TNEB/ TANGEDCO/ TANTRANSCO or to other State Electricity Boards/ other DISCOM utilities /Power Utilities/Public Sector undertaking/ Any DISCOM utilities through Turnkey contract. | YES / NO |
| 4.2 | Whether the copies of purchase orders of the 7/3.15mm AAAC covered under Sl.No.4.1 executed during the last Ten years and end user's certificates are enclosed in the tender, as required in Clause-2 under Section-II of this Specification. | YES / NO |
| 5.0 | The Annual Turn Over for the years specified | 2019-20 – Rs. 2020-21 – Rs. 2021-22 – Rs. |

SIGNATURE OF THE TENDERER

| | | |
|------------|---|--|
| 5.1 | Whether documentary evidence for the Annual Turn Over enclosed. | YES / NO |
| 6.0 | Whether the currently valid ISI License furnished | YES / NO |
| 7.0 | Details required as per Schedule – C are also uploaded. | YES / NO |
| 7.1 | Whether the Type Test Certificate should be uploaded | YES / NO |
| 8.0 | EARNEST MONEY DEPOSIT : | |
| 8.1 | Amount : Rs.1.49Cr. (Rupees One Crore and Forty Nine Lakhs only) | |
| 8.2 | a. Whether EMD paid through Online mode to the Common pool account created by the Finance Department, Government of Tamil Nadu. If Yes, Whether scanned copy of the E-receipt uploaded. | YES / NO YES / NO |
| | b. Whether EMD furnished in the form of Bank Guarantee i. If Yes, BG Details ii. Whether scanned copy of the BG uploaded | YES / NO BG No., Date, Name of Bank & Validity YES / NO |
| | c. If exempted from payment of EMD, i. Whether the bidder is Micro/SSI unit located in Tamil Nadu. ii. Whether registered under Udyam Portal for the tendered item. iii. Whether Udyam Registration Certificate uploaded. iv. Whether Undertaking in lieu of EMD uploaded. v. Whether the documents in support of investment held in Plant & Machinery and Annual Turnover uploaded. | YES / NO YES / NO YES / NO YES / NO YES / NO YES / NO |
| | If BG is furnished in lieu of EMD amount, whether uploaded the BG obtained from Nationalised or Scheduled Bank as per Annexure-I. | YES / NO |
| | d. If PEMD holder of Rs.1 Crore and above with TANGEDCO Head Quarters. i. Whether Scanned copy of proof of PEMD uploaded. ii. Whether Under taking in lieu of EMD uploaded. | YES / NO YES / NO |
| | NOTE: If item 8.0 (a) or (b) or (c) or (d) is not uploaded for payment of EMD/ exemption during submission of the Techno commercial bid, the Commercial & Technical Bids will not be opened | |

SIGNATURE OF THE TENDERER

| | | |
|----|--|----------|
| 9 | VALIDITY : | |
| | Whether your offer is valid for a period of 180 days from the date of opening of Commercial / Technical Bids. [Offers with validity period of less than 180 days are liable to be rejected]. | YES / NO |
| 10 | PRICE : | |
| a | Whether the price quoted is FIRM for a period of one year from the date of receipt of award of contract. | YES / NO |
| b | Whether the following breakups for the quoted Unit Price (All inclusive Price excluding GST) have been mentioned in Schedule-A (BOQ) of this specification. | YES / NO |
| c | Unit Ex-works Price | YES / NO |
| d | Freight & Insurance charges. | YES / NO |
| e | Whether GST Applicable (Percentage & Amount) has been mentioned separately. | YES / NO |
| f | Confirm that any additional amount of GST due to upward revision on account of increase in Turnover during the contractual period shall be borne by you. | YES / NO |
| g | Confirm that price quoted price is after accounting for GST input credit and necessary undertaking as per Annexure-I furnished | YES / NO |
| h | Whether you are agreeable, in case of delayed delivery, the GST prevailing on the date of actual delivery or GST applicable on the date of contractual date of delivery whichever is less shall only be payable. | YES / NO |
| i | Confirm that packing & Forwarding, Freight & Insurance charges quoted are applicable for delivery to any of the TANGEDCO stores in Tamil Nadu | YES / NO |
| | If the breakup details are not furnished, offer will be liable for rejection. | |
| 11 | IT-PAN & GSTIN | |
| a. | Whether PAN No. issued by IT dept. furnished and copy of IT return filed is enclosed | YES / NO |
| b. | Whether GSTIN is enclosed with the offer. | YES / NO |

SIGNATURE OF THE TENDERER

| | | |
|----|---|----------|
| 13 | Whether you are agreeable for the following clauses specified under Section – V of the Specification. | |
| a | Payment Terms (Clause – 10). | YES / NO |
| b | SD Cum Performance Guarantee (Clause – 11). | YES / NO |
| c | Delivery (Clause – 12). | YES / NO |
| d | Liquidated Damages (Clause – 17). | YES / NO |
| e | Guarantee (Clause – 19). | YES / NO |
| f | Jurisdiction for Legal Proceedings (Clause – 32). | YES / NO |
| 14 | Quantity tendered – 24,000km Quantity offered by the bidder : | ----- |
| 15 | Whether copy containing all pages of Section – V Commercial & Section – VI Technical with dated signature of the Tenderer in all pages has been uploaded enclosed with the offer. | YES / NO |
| 16 | Whether the consent letter for placement of order for 25% additional quantity over and above the offered quantity has been enclosed. | YES / NO |

SIGNATURE OF THE TENDERER

COMPANY SEAL : SIGNATURE :
 NAME :
 DESIGNATION :
 COMPANY :
 DATE :

UNDERTAKING

I, _____, sole proprietor / Partner of M/s. _____
 _____ Give undertaking that _____
 Details given in the above **QUESTIONNAIRE – A** are correct to the best of my
 knowledge _____ and I agree to abide by all your Tender / Order
 terms & conditions.

COMPANY SEAL : SIGNATURE :
 NAME :
 DESIGNATION :
 COMPANY :
 DATE :

SCHEDULE – F**QUESTIONNAIRE – B****TECHNICAL TERMS****INSTRUCTIONS :**

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

| Sl. no. | PARTICULARS | BIDDER'S RESPONSE |
|---------|--|-------------------|
| 1 | Whether materials offered is exactly as per Technical Specification in Section – VI. (Tender offers with Deviations in Technical Terms are liable to be rejected). | YES / NO |
| 2 | If not, give details of Technical Deviation in the Schedule -G | |
| 3 | Whether all testing facilities for conducting tests as per the relevant IS are available in your factory or not. | YES / NO |

| | |
|----------------|---------------|
| COMPANY SEAL : | SIGNATURE : |
| | NAME : |
| | DESIGNATION : |
| | COMPANY : |
| | DATE : |

UNDERTAKING

I, _____, Sole proprietor / Partner of M/s. _____
 _____ Give undertaking that
 _____ Details given in the above **QUESTIONNAIRE – B** are correct
 to the best of my knowledge _____ and I agree to abide by
 all you Tender / Order terms & conditions.

COMPANY SEAL SIGNATURE :
 NAME :
 DESIGNATION :
 COMPANY :
 DATE :

SCHEDULE – G**SCHEDULE FOR COMMERCIAL AND TECHNICAL DEVIATION**1. **Technical Deviation**

| SL.NO | Clause No. | Description of clause | Description of Deviation |
|-------|------------|-----------------------|--------------------------|
| | | | |
| | | | |

2. **Commercial Deviation :**

| SL.NO | Clause No. | Description of clause | Description of Deviation |
|-------|------------|-----------------------|--------------------------|
| | | | |
| | | | |

Note : It may be noted that Technical and commercial deviation against the tender specification are liable for rejection.

COMPANY SEAL
NAME :
DESIGNATION :
COMPANY :
DATE :

SIGNATURE :

SCHEDULE – H

Declaration pursuant to Section 206AB

(To be obtained from applicable Suppliers)

This is to declare that(Name of the supplier)
have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2019-20 and 2020-21 (FY 2018-19 and FY 2019-20) and we shall file the ROI for Assessment Year 2021-22 (Financial Year 2020-21) 2021-22 within the due date as per the provisions of the said Act.

for Assessment Year 2021-22

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

| S. No | Assessment Year | Acknowledgement No | Date of Filing |
|-------|-----------------|--------------------|----------------|
| 1 | 2020-21 | _____ | _____ |
| 2 | 2021-22 | _____ | _____ |

Place :

Date :

(Authorized Signatory)
Signature & Seal

SCHEDULE – I

UNDERTAKING TOWARDS INPUT TAX CREDIT **(Declaration to be submitted by the bidders in Non Judicial Stamp paper of value not less than Rs.80/-)**

To
The Chief Engineer ,
Materials Management ,
TANGEDCO.
Chennai – 2.

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

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

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

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

COMPANY SEAL :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

DATE :

WITNESS :

1.

2.

Note: Bidder may strike out the para which not applicable

SCHEDULE –J**DECLARATION FORM**

**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,

Sub: Acceptance of Terms & Conditions of
Tender.

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

Dear Sir,

2. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site (s) namely:

--- as per your advertisement, given in the above mentioned website (s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure (s), schedule(s), etc.,) which form part of the contract agreement and I /We shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum (s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official Seal)

ANNEXURE- 1

Guidelines for releasing GST portion to suppliers / Contractors :-

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

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

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

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

- i. If it is only one bill, the GST payment of the supplier's bill will be verified during PO closure.

ii. If there are multiple bills, then

(a) Bills related to first 3 months i.e Initial quarter will be admitted inclusive of GST without verifying with GSTR-2A reports.

(b) Bills for the subsequent quarter will be passed if GST payment of bills raised on TANGEDCO in the earlier processed quarter has been updated and exhibited in GSTR-2A .

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

ANNEXURE-2**FORMAT FOR BANK GUARANTEE IN LIEU OF E.M.D.**

(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs.80/

Beneficiary: The Chief Engineer, Materials Management,
Tamil Nadu Generation and Distribution Corporation Limited,
4th Floor, WESTERN WING, N.P.K.R.R. Maaligai,
New. No:144, Anna Salai, Chennai - 480 002

Date:

Bid Guarantee No:

We have been informed that M/s..... (here after called "the bidder") has submitted to you its bid dated (herein after called, "the bid") for TANGEDCO e-Tender Specification No: M/ 2023-24.

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

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

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

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

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

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

This Guarantee will expire:

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

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

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

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

2. The Bank Guarantee shall be valid up to

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

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

In the presence of witnesses:

1.

2.

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

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

ANNEXURE- 3

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

(To be furnished in non-judicial stamp paper of value not less than Rs.80/-)

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE
..... DAY OF Two thousand and twenty two by
M/s., Company registered under Companies Act, 1956,
having its Registered office at herein after called "Tenderer" (which
expression shall where the context so admits mean and include their Agents,
Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF THE TAMILNADU
GENERATION AND DISTRIBUTION CORPORATION LTD, a body corporate
constituted as per provision of G.O.MS.No. 100, dated 9.10.2010) having its office at
NPKRR Maaligai, Electricity Avenue, 144 Anna Salai, Chennai 600 002, herein after
called the "TANGEDCO" (which expression shall where the context so admits mean
and include its successors in office and Assigns).

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

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

AND WHEREAS the tenderer has requested the TANGEDCO to accept an undertaking
in lieu of payment in cash of the Earnest Money Deposit.

AND WHEREAS the TANGEDCO has accepted the request of the tenderer subject to
his executing an undertaking to pay to the TANGEDCO not exceeding Rs.
..... (Rupees only)
representing the Earnest Money Deposit together with costs in cash, in the event of
non fulfillment of the conditions stipulated in the Tender specification or the
conditions stipulated in the contract by the tenderer.

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

4.8. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.

4.9. If he revises any of the terms quoted during the validity period.

4.10. If he violates any of the conditions of the Tender Specification No..... Dated

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING in such that if the tenderer shall duly and faithfully observe and perform the terms and conditions specified as above, then the above written undertaking shall be void, otherwise the same shall remain in full force.

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

The expression, 'tenderer' and the 'TANGEDCO' herein before used shall include their respective successors and assigns in office.

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

In the presence of witnesses

SIGNATURE

1. Signature
Name and Address

NAME IN BLOCK LETTERS

2. Signature
Name and Address

SEAL OF THE COMPANY.

******* END*******