



TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED.

TAMILNADU.

SPECIFICATION OF THE WORK: Works Contract for Transporting, erection, testing and commissioning of 1 No 5 MVA additional Power Transformer with associated structures and equipments, conversion of 30V DC control system in to 110V, construction of control room building, plinth foundation, cable ducts and formation of roads etc at 33/11KV Paliniyappauram SS of Tuticorin EDC towards capacity enhancement from 1X5 MVA into 2X5 MVA and conversion of unmanned SS into regular SS.

E-Tender Specification No: -CE/D/TIN /EE/SCH/AEE/WET-05/2023-24

(Through NIC Platform)

DUE DATE: 02.04.2024.

**OFFICE OF THE CHIEF ENGINEER (DISTRIBUTION),
TIRUNELVELI REGION, TIRUNELVELI- 627011.**

Service Provider: NIC Website for online submissions:

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

TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED.

1	Tender Specification No.	CE/D/TIN /EE/SCH/AEE/WET-05/2023-24
2	Name of the work	Works Contract for Transporting, erection, testing and commissioning of 1 No 5 MVA additional Power Transformer with associated structures and equipments, conversion of 30V DC control system in to 110V, construction of control room building, plinth foundation, cable ducts and formation of roads etc at 33/11KV Paliniyappauram SS of Tuticorin EDC towards capacity enhancement from 1X5 MVA into 2X5 MVA and conversion of unmanned SS into regular SS
3	Name of the tender	Works contract e-tender
4	Quantity	As per the tender schedule
5	Method of Tender	Open e-Tender System Part I - Techno-Commercial Bid and Part II - Price Bid through https://tntenders.gov.in/nicgep/app of NIC
6	a). Earnest Money Deposit (or)	Rs. 1,22,700/- (Rupees one lakh twenty two thousand and seven hundred only) 1.The online payment Gateway has been enabled for TANGEDCO in TN Tenders Portal. (www.tntenders.gov.in). All the payments for the tenders like EMD will be carried out by the Bidders only through online payment mode. 2.The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid

	b) Permanent EMD	PEMD holders of Rs. 20 lakhs and above at TANGEDCO Head quarters held on or after 03.12.2021 are only eligible to participate in the tender. (The scanned copy of PEMD should be uploaded)
7	URL for Online bid submission Of E-Tender	https://tntenders.gov.in/nicgep/app
8	Last date for submission of EMD	01.04.2024 @ 12.00 Hrs. (Bid Document may be referred for further details)
9	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	01.04.2024 @ 14:00 Hrs
10	Date & time of opening of tender electronically	02.04.2024 @ 15.00 Hrs
11	Specification at website	The tender specification will be placed at https://tntenders.gov.in/nicgep/app) The prospective bidders may download the same.
12	Documents to be uploaded by the tenderers during e-submission.	Schedules A to J and Annexure I,II & III and other documents whichever is applicable
13	Clarification to be sought for from	Chief Engineer (Distribution), TANGEDCO, Tirunelveli Region / Tirunelveli.11.
14	Place at which tenders will be opened	Office of the Chief Engineer (Distribution), TANGEDCO, Tirunelveli Region / Tirunelveli.11.

NOTE :In the event of the specified date of opening of bids being declared holiday, the bid shall be opened on the next working day at the same time and venue.

1. Bid document can be downloaded free of cost online through the website <https://tntenders.gov.in/nicgep/app> only by those contractors, who are having valid Digital Signature Certificate and the bid document cannot be purchased from the Office of the Chief Engineer by remitting the cash in the office of the Chief Engineer and no pre request for issue of bid document will be entertained in the Office of the Chief Engineer.
2. The Contractors who had downloaded the Bid document from the website shall submit the Bid through NIC Website before the scheduled time of submission. The electronic bidding systems would not allow any late submission of bids. **(No bid document is to be sealed and brought to the office of the Chief Engineer for placing in Tender Box)**
3. The Tenderers shall ensure whether any Clarification/Amendment is issued to the Specification, before submission of their Tender, by visiting the respective Website.
4. For other details refer Section – IV (a) & (b), "Instruction to Tenderers" in the tender document.

Tender Specification

SPECIFICATION NO. CE/D/TIN/ EE/SCH/AEE/WET- 05/2023-24

Sl. No	Name of the work	EMD	Period of contract
1	Works Contract for Transporting, erection, testing and commissioning of 1 No 5 MVA additional Power Transformer with associated structures and equipments, conversion of 30V DC control system in to 110V, construction of control room building, plinth foundation, cable ducts and formation of roads etc at 33/11KV Paliniyappauram SS of Tuticorin EDC towards capacity enhancement from 1X5 MVA into 2X5 MVA and conversion of unmanned SS into regular SS.	Rs. 1,22,700/- (Rupees one lakh twenty two thousand and seven hundred only)	6 (Six Months)

Date/Time for Opening of Tender: 02.04.2024 -15.00 Hrs.

The tender specification contains the following

DESCRIPTION

- SECTION - I : EARNEST MONEY DEPOSIT
- SECTION - II : BID QUALIFICATION REQUIREMENTS (BQR)
- SECTION - III : REJECTION OF TENDERS
- SECTION - IV (a) : INSTRUCTION TO TENDERERS
- SECTION-IV (b) : INSTRUCTION TO BIDDERS FOR SUBMISSION OF ON LINE BIDS THROUGH E-TENDER
- SECTION - V : COMMERCIAL
- SECTION - VI : TECHNICAL SPECIFICATIONS
- SECTION - VII : AMENITIES TO BE ARRANGED
- SECTION - VIII : FORMATS

- ANNEXURE - I : CHECK LIST FOR SCHEDULE OF PRICES
- ANNEXURE - II : CHECK LIST FOR BID QUALIFICATION
- ANNEXURE - III : CHECK LIST FOR COMMERCIAL TERMS

SCHEDULE - A : SCHEDULE OF PRICES

(BOQ in excel format available in e-tender website)

- SCHEDULE – B : DEVIATION FROM COMMERCIAL SPECIFICATION
- SCHEDULE – C : DEVIATION FROM TECHNICAL SPECIFICATION
- SCHEDULE – D : EXPERIENCE CERTIFICATES
- SCHEDULE – E : UNDERTAKING IN LIEU OF E.M.D.
- SCHEDULE–F : UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS.
- SCHEDULE – G : EMPLOYMENT OF EX-SERVICE MEN AND EX-TODAY TAPPERS
- SCHEDULE – H : DECLARATION FORM
- SCHEDULE – I : BANK GUARANTEE FOR SD CUM PG
- SCHEDULE – J : UNDERTAKING TOWARDS EPF & ESI

SECTION – I

EARNEST MONEY DEPOSIT

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

Earnest Money Deposit : Rs. 1,22,700/- (Rupees one laksh twenty two thousand and seven hundred only)

2. Mode of Payment: through "ONLINE ONLY"

The online payment Gateway has been enabled for TANGEDCO in TN Tenders portal (www.tntenders.gov.in).

3. All the payments for the tenders like EMD will be carried out by the Bidders only through online payment mode. The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid.

4. **EMD Exemption:**

If submitting EMD as PEMD / Udayam(SSSI) (as mentioned in the specification), then select the exempted from EMD payment as "YES". **Then upload the EMD exemption documents only in "pdf/jpg" files.**

5. PEMD holders of Rs.20 Lakhs and above with TANGEDCO Head Quarters held on or after 03.12.2021 are only eligible to participate in this tender. Firms who have PEMD in TANGEDCO less than that specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value.
6. 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 for TANGEDCO tenders. The scanned copy of proof of PEMD with an undertaking in lieu of EMD shall be uploaded along with the tender and the original undertaking in lieu of EMD shall be sent to the CE/D/TIRUNELVELI before opening the tender.

7. The EMD will not carry any interest.
8. The following categories of Industries are exempted from payment of EMD:
 - 8.1 SSI Units located inside the state of Tamil Nadu registered under Udyam portal for the tendered item (clearly mentioning the 5 digit NIC code)
 - 8.2 Departments of the Government of Tamil Nadu
 - 8.3 Undertakings and Corporations owned by the Government of Tamil Nadu.
 - 8.4 Labour Contract Co-operative Societies of Tamil Nadu.
 - 8.5 The Tenderers who are having valid Permanent EMD with TANGEDCO.
9. Micro / SSI units located within the state of Tamil Nadu are exempted from payment of EMD against production of UDYAM registration alone and shall upload Udyam Registration Certificate as proof of eligibility for exemption from payment of EMD.
- 10.** The SSI Units located outside the state of Tamil Nadu are not eligible for exemption from payment of EMD even though registered in udyam portal for tendered items.
11. Micro / SSI units having provisional registration certificate are not eligible for exemption.
12. The tenderers who are exempted from payment of EMD either against PEMD or SSI units located within state of Tamil Nadu also required to furnish the undertaking in lieu of EMD and shall upload a scanned copy of an undertaking in lieu of EMD in the form as per **SCHEDULE E** to the effect to pay as penalty an amount equivalent to EMD in the event of non - fulfillment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. The State Government, Public Sector Undertakings who are exempted from payment of EMD shall also pay as penalty an amount equivalent to the amount fixed as EMD in the event of non-fulfillment or non - observance of any of the conditions stipulated in the contract.
13. Tender will be rejected if the undertaking is not signed / authenticated in all pages of undertaking.

14. Signature of witnesses should be affixed at the end of undertaking along with details of name and address.
15. The Tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the Tenderer without any demur in the event of the following.
 - 15.1 If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
 - 15.2 If he revises any of the terms quoted during the validity period.
 - 15.3 If he violates any of the conditions of the tender specification.
16. Government of India, Ministry of MSME Notification:

Government of India, Ministry of MSME, vide notification No.S.O.2119(E) Dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in Udyam Registration Portal to obtain an e-certificate Viz. Udyam Registration certificate calculation of turnover, calculation of investment, Registration of existing Enterprises and Updation and transition period in classification. The above notification may be adhered to by the tenderers and TANGEDCO will adopt the guidelines issued therein in evaluation of bids submitted by the tenderers.
17. An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely:
 - 17.1 A micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
 - 17.2 A small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees, and
 - 17.3 Medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty Crore rupees.

18. Registration of existing enterprises:

18.1 All the existing enterprises shall register under Udyam Registration.

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

18.3 Others viz. Central and other State Government Departments/ Undertakings and corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

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

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

21. The firm registered in Udyam Portal under Medium Scale is not eligible for exemption of EMD.

22. 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 EMD in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.

23. The tenderers shall upload the audited, attested copy of Profit and Loss account / Balance sheet and Investment value in Plant and Machinery certified by Chartered accountant along with the proof for exemption from payment of EMD. If the Plant and Machinery value certified by 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.

24. **REFUND OF EMD:**

The Earnest Money Deposit will be automatically refunded to the unsuccessful tenderers after technical evaluation.

24.1 The EMD for successful tenderer who happens to be other than L1, then EMD will be automatically refund after issue of AOC (Award of contract).

24.2 The EMD will be retained in the case of successful tenderer and will not carry any interest.

24.3 The EMD deposit will be adjusted in the Security cum Performance Guarantee for the successful tenderers.

25. The following documents as applicable shall be uploaded by the bidder during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED:

25.1 The proof for PEMD with TANGEDCO with an undertaking in lieu of EMD.

25.2 The proof of exemption of EMD with an undertaking in lieu of EMD.

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

26.1 They withdraw his tender or backs out after acceptance.

26.2 They withdraw his tender before the expiry of validity period stipulated in the Specification or fail to remit the Security Deposit cum performance Guarantee.

26.3 They violate any of the provisions of these regulations contained herein.

26.4 They revise any of the terms quoted during the validity period.

26.5 The documents furnished with the offer are 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.

26.6 If the tenderer participating with PEMD backs out, an amount equivalent to EMD of this tender will be forfeited.

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

SECTION-II.

BID QUALIFICATION REQUIREMENTS (BQR).

The BIDDERS shall become eligible to bid on satisfying the following "BID QUALIFICATION REQUIREMENTS" and on uploading the required documentary evidences along with the Tender bid submission.

1. Work Experience Requirement:

The tenderer should have executed electrical works such as, supply and erection of steel structures, erection of equipments, erection of earth mat, earth bore, other station auxiliaries and 33/11KV or above voltage ratings of power transformer erection works and civil works such as construction of control room, fire protection wall, LV plinths, cable ducts and color washing etc and for a value not less than **10 lakhs** in a single agreement in any one year during last ten years in any 33/11 KV SS or above voltage rating to State Electricity board / TANGEDCO, State Transmission Utilities, TANTRANSCO / Central Power Utilities in India.

2. Experience Certificate:

The tenderer shall furnish necessary work order copies and end user certificate as documentary evidence thereof for the works specified in item (1).

3. Financial requirements:

Annual turnover of the tenderer shall be more than **Rs. 10 lakhs** (Rupees Ten lakhs only) in any one year during the last three years (2020-21, 2021-22 & 2022-23).

In case of bidders who happen to be the companies registered under companies Act-1956, attested copy of Audited financial statements like, Profit and Loss A/c and Balance Sheet for the immediately preceding 3 years (2020-21, 2021-22 & 2022-23) may be furnished and in case of others, the Annual turnover certified by the practicing Chartered Accountant or attested copy of Income Tax statements or enlistment certificate issued by NSIC containing turnover details of the tenderer for all the 3 years (2020-21,2021-22 & 2022-23) may be enclosed as documentary proof.

4. GST Registration certificate

The bidder should enclose the copy of the GST Registration certificate.

5. EPF and ESI main code numbers

1. The bidder should enclose the proof for having EPF main code number.
2. The bidder should enclose the proof for having ESI main code number.

NOTE :If it is found that bogus certificate is produced it will lead to blacklisting and also forfeiting of EMD.

THE OFFERS OF THE BIDDERS NOT SATISFYING THE ABOVE "BID QUALIFICATION REQUIREMENTS" WILL BE SUMMARILY REJECTED.

"The bidder shall upload documentary evidence for the Bid Qualification Requirements along with the Tender. The offers of Bidders not satisfying the above "Bid Qualification Requirements" and not furnishing the documentary evidence will be summarily rejected.

Sd/****

Chief Engineer (Distribution),
Tirunelveli region / Tirunelveli.

SECTION – III

REJECTION OF TENDERS:-

1. Tenders will be **SUMMARILY** rejected if,
 - a. The EMD requirements are not complied with.
 - b. Not satisfying the Bid Qualification Requirements.
 - c. Not in the prescribed form and two part system.
 - d. 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.
 - e. Not providing documentary evidence in support of Bid Qualification Requirements.
 - f. The documents furnished with the offer are found to be bogus or the documents contain any false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders in TANGEDCO.
 - g. On evaluation of techno-commercial bids, if the bids does not satisfy the BQR as per section-II, even though the price bids of the bidders are opened (as it is a Two part tender), the offer of the bidder will be summarily rejected.
 - h. The details of the e-receipt/Undertaking in lieu of EMD do not tally with the details available in the scanned copy and the data entered during bid submission time.
 - i. The BOQ (Price bid) file is found to be modified by the bidder
2. Tender is **LIABLE** to be rejected, if it is:
 - a. Not covering the supply of Equipments/material with all accessories.
 - b. The documents as specified in Schedule A to J and required Annexures are not signed and enclosed.
 - c. The validity period is less than that stipulated in this specification.
 - d. It is not in conformity with TANGEDCO's Commercial terms and Technical Specifications. (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. Received from any black listed Firm or Contractor.

- g. Received by Telex / Telegram / E-Mail/ Fax.
- b. Received from a tenderer whose past performance / Vendor rating is not satisfactory.
- c. It does not contain all required particulars.
- d. The GSTIN Number is not furnished.
- e. If the original documents in support of EMD (Undertaking/online Transfer etc) is not received at the O/o of CE/D/TIRUNELVELI within one week from the date of opening of techno-commercial bid.
- f. The tender documents uploaded should be legible and clear, otherwise tender offer is liable for rejection.
- g. BQR documents without attestation by Notary Public or competent authority.
- h. If the offer made for the part of work and not for the whole of the work covered under specification
- i. Not properly and digitally signed by the tenderer.

SECTION – IV (a)
INSTRUCTIONS TO TENDERERS

- 1.1 Tenders in Two Cover (a) EMD, BQR & Techno-Commercial documents and (b) Price Bid through e-tender will be received for and on behalf of TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED herein after referred as TANGEDCO/ PURCHASER in the NIC portal on or before the due date prescribed. All the tenders shall be prepared and submitted strictly in accordance with the Instructions set forth herein. THE TENDERERS WHO DO NOT FULFILL THE "BID QUALIFICATION REQUIREMENTS" 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.
- 1.2 The Transparency in Tenders Act 1998 and the Transparency in Tenders Rules 2000 with all amendments are applicable to this tender.

2. **SCOPE OF WORKS:-**

Works Contract for Transporting, erection, testing and commissioning of 1 No 5 MVA additional Power Transformer with associated structures and equipments, conversion of 30V DC to 110V, construction of control room building, plinth foundation, cable ducts and formation of roads etc at 33/11KV Palaniyappapuram SS in Tuticorin EDC towards capacity enhancement from 1X5 MVA into 2X5 MVA and conversion of unmanned SS into regular SS

3. **SUBMISSION OF TENDER OFFER :**

The tenderer is expected to examine all instructions and Schedules detailed in the Specification and submit the Schedule of prices and other required particulars in the schedules called for in the specification only as per the formats prescribed herein. The date of digital signature should in variably be indicated and submitted through online.

4.0 TWO PARTS TENDER SYSTEM:

- 4.01 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf

by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be enclosed.

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

4.1. Modifications/Clarifications to Tender Documents:-

- 4.1.1** 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 viewed/downloaded from the Vendor login .
- 4.1.2** In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Chief Engineer/Distribution/Tirunelveli will clarify the same.
- 4.1.3** If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/Distribution/Tirunelveli on the clarifications will be final and binding on the Tender.
- 4.1.4** All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 4.1.5** All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4.2 QUOTATION OF RATES:-

- 4.2.1** Rates should be quoted in both figures (i.e. numbers) and words. In case of ambiguity between rates in figures and words, lowest of the two will be taken for tender evaluation.

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

4.3 PRINTED TERMS AND CONDITIONS IN TENDERS:-

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

4.4 INCOMPLETE TENDERS:-

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

4.5 AMBIGUITIES IN CONDITIONS OF TENDERS:-

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

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

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

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

4.5.6 The tenderers are requested to furnish the GST No. & PAN No. in their offer.

5.0. TENDER OPENING:

5.1. OPENING OF COMMERCIAL& TECHNICAL BIDS (PART-I):

The Tender offers except price bid will be opened electronically at **15.00 Hrs** on the date notified at the Office of Chief Engineer/Distribution/Tirunelveli, through <https://tntenders.gov.in/nicgep/app>

5.2. OPENING OF THE PRICE BIDS: (PART - II)

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

6.0. INFORMATION REQUIRED AND CLARIFICATIONS:-

6.1. To assist in the 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 clarification shall be in writing and to the point only. No change in the price or substance of the offer shall be permitted.

- 6.2. The TANGEDCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the offers are generally in order.
- 6.3. Prior to the detailed evaluation, the TANGEDCO will determine the substantial responsiveness of each offer to the Bidding Documents.
- 6.4. A substantially responsive offer is one which conforms to all the terms and conditions of the specification without any deviation.
- 6.5. 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 TANGEDCO to the tenderers. While the offers are under consideration, Tenderers, and/or their representatives or other interested parties are advised to refrain from contacting by any means, the TANGEDCO employees/representatives on matters related to the offers under consideration. Any attempt by any tenderer to bring to bear extraneous pressure on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
- 6.6 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. The TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the TANGEDCO.

7.0 EVALUATION AND COMPARISON OF TENDER OFFERS:

- 7.1. The tender offers received and accepted will be examined to determine whether they are in complete shape, all data required have been furnished, the tender offer is properly signed and the offers are generally in order and the tender offer conforms to all the terms and conditions of the Tender document without any deviation.

- 7.2. Only for the purpose of evaluation of the tender offers, the following factors will be taken into account for arriving at the evaluated price.
- 7.2.1 For the purpose of evaluation of the tender offers, the unit FOR (D) value of tendered material will be arrived at and evaluation will be carried out as detailed in Clause 7.2.3. From this value, it will be evaluated to arrive at the lowest offer (L1 Tenderer).
- 7.2.2 The rates quoted by the eligible lowest tenderer will be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined. All eligible bidders who accept the rate will be enlisted.
- 7.2.3. In evaluation of the price of articles which are subject to State Goods & Services tax, Central Goods & Services tax, Integrated Goods & Services tax, the price has to be determined inclusive of such State Goods & Services tax, Central Goods & Services tax, Integrated Goods & Services tax.
- 7.3. The amount of GST and its percentage shall be indicated in the offer.
- 7.4. The offer will be evaluated in pursuance of the clause 7.0 as above and no price preference shall be extended in evaluation of offers in view of withdrawal of the provision for extending price preference in TamilNadu Transparency in Tenders Act.
- 7.5. The Bid evaluation shall be done as per Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 with all amendments then & there are applicable to this tender.

8.0. VALIDITY:-

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

9.0. RIGHTS OF THE TANGEDCO:-

Notwithstanding anything contained in this specification, TANGEDCO reserves the right to:

- a. Accept the lowest tender.
- b. Revise the quantities at the time of placing orders. The quantity finally ordered may vary to the extent of Twenty- five percent either way of the approximate quantity.
- c. Reject any or all the tenders or cancel without assigning any reasons thereof.
- d. To split the Tender Quantity and place orders on one or more than one Firm to meet the delivery requirements.
- e. Relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the TANGEDCO.
- f. Recover losses if any sustained by TANGEDCO, from the supplier who pleads inability to supply, and backs out of his obligation after award of contract. The Security Deposit/Earnest money deposit paid shall be forfeited.
- g. To cancel the orders for not keeping up the delivery schedule.
- h. After 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 high, the tender is liable for rejection.
- i. The tenderer 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 tenderer, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.
- j. The tender offers accepting all commercial terms of the specification will be treated as most responsive offer. Technical deviations adopting latest technology and which will upgrade the working conditions of the power transformer only are acceptable.

- k. After negotiation with the tenderer and before passing the order for accepting a tender, if the Tender accepting authority decides that the price quoted by such tenderer is high, the tender is liable for rejection.

10.0. DEVIATIONS:-

- 10.1. The tenderer shall furnish, if there are any deviations in the commercial and technical terms in the Schedule B and C Annexed. Deviations mentioned elsewhere will not be considered. If no deviations are furnished, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly if any deviations are furnished in the said schedules B and C it will be construed that these are the only deviations and the tenderer is accepting all other terms of the specification and the offer will be taken for evaluation accordingly.

THE TENDERERS SHALL FURNISH THE DETAILS OF THEIR OFFER IN THE CHECK LIST FOR BID QUALIFICATION REQUIREMENTS, COMMERCIAL TERMS IN THE ANNEXURES I & II RESPECTIVELY.

- 10.2. THE OFFERS OF THE TENDERERS WITH DEVIATIONS IN COMMERCIAL TERMS OF THE TENDER DOCUMENT WHICH COULD NOT BE ACCEPTED WILL BE REJECTED.
- 10.3. NO ALTERNATE OFFER WILL BE ACCEPTED.

11.0. BAR OF JURISDICTION:-

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

12.0. APPEAL:-

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

13.0. TRANSPARENCY ACT:-

The provisions of Tamil Nadu Transparency in Tender's Act, 1998 & Tamil Nadu Transparency in Tender Rules, 2000 with all its amendments then & there are applicable to this tender.

14.0. INSPECTION OF SITE BY BIDDER:

14.1 Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various sections of the work, the availability of local labour, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc., which may affect the work or cost thereof, before execution of works. Ignorance of SITE CONDITIONS shall not be accepted by the owner as basis for any claim for compensation.

The bidder will be construed as evidence that such an examination was made and any later claims/ disputes in regard to rates quoted shall not be entertained or considered by the owner.

14.2. If any temporary feeder road within site is considered essential for the proper execution of the work this shall have to be formed by the Contractor at his own cost with the prior approval of the Engineer. The Contractor shall organize his own arrangement to transport his equipment, men and materials in such a manner that the completion period will not be exceeded on any account.

14.3. The rates quoted by Bidder shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations to the Engineer.

15.0. CONTRACT AGREEMENT DOCUMENT:

15.1. The fact of the submission to the TANGEDCO of Tender shall be deemed to constitute an agreement between the tenderer and the TANGEDCO whereby such Tender shall remain open for acceptance by the TANGEDCO. If the Tenderer be notified that his tender is accepted by the TANGEDCO, he shall be bound by the Terms of the Agreement constituted by the Tenders and such

acceptance thereof by the TANGEDCO, until a formal contract of the same tender has been executed between him and the TANGEDCO in replacement of such agreement. The stamp duty payable to this agreement should be borne by the successful tenderer.

- 15.2. **The written agreement to be entered into between the Contractor and the TANGEDCO on non-Judicial stamp paper of Rs.80/- in the standard form the cost of stamp paper being borne by the successful tenderer,** shall be the foundation regarding the rights of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the Contractor and then by the proper officer authorized to enter into contract on behalf on the TANGEDCO. Failure to enter into the required agreement within the prescribed time limit shall entail forfeiture of the Earnest Money.

16.0. GENERAL CONDITIONS

- 16.1. The tenderers should indicate clearly in the tender whether the Company is a potentially sick Industrial Company or a sick Industrial Company in terms of Section-23 or Section-15 of sick industrial companies' special provisions Act 1985. Failure to supply this information will make the tender liable for rejection.
- 16.2. The Tenderers are requested to procure the materials only from reputed/qualified manufacturer as per Technical requirement stipulated in Technical Section.

17.0. Inspection Clause:

- 17.1. The TANGEDCO or his representative shall have the right to inspect and/or test the goods/ works to confirm their conformity to the Contractor. The TANGEDCO shall notify the Contractor/supplier in writing of the identity of any representatives authorized for these purposes. The inspections and tests may be conducted on the premises of the supplier/Contractor or his Sub Contractor at the point of delivery and/or at the goods' final destination. Where tests are conducted in the premises of Supplier/Contractor, all reasonable facility and assistance including access to drawings and production data shall be furnished

at no charge to the Purchaser/Owner. Should any inspected or tested goods /works fail to conform to specifications, the Owner/Purchaser may reject them and the supplier/ contractor shall either replace the rejected goods or make all alterations to the work necessary to meet specification requirements free of cost to the TANGEDCO within one week of intimation.

- 17.2. TANGEDCO's right to inspect, test and where necessary reject the goods after the goods arrival at the site, shall in no way be limited or waived by reason of the goods having been previously inspected, tested and passed by the TANGEDCO or his representative prior to the goods' dispatch.

SECTION – IV (b)

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

1.0. Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify for opening of price bid. In this document the terms “bidders” and “vendors” mean the one and same.

2.0. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

3.0. REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the NIC Tamil Nadu e-tender Procurement Portal (URL:<https://tntenders.gov.in/nicgep/app>) by clicking on the link “Online bidder Enrollment” on the NIC Tamil Nadu E- tender 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 NIC Tamil Nadu E-tender portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode/ e Mudhra 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.

4.0. SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the NIC Tamil Nadu E- tender 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 NIC Tamil Nadu E- tender 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 NIC Tamil Nadu E- tender portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5.0. 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.
- 3) 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.
- 4) The completed bid comprising scanned copy of the proof for the payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

6.0 SUBMISSION OF BIDS:-

- 1) Bidder should fill up the formats in all the Schedules and scan them after signature, and upload in the bid. If failed to do so, the bidding will be summarily rejected.
- 2) Scheduled formats F & I filled in the non-judicial stamp valued of Rs.80/- may be scanned and uploaded in the bidding.
- 3) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5) Bidder has to select the payment option as "**online only**" to pay the tender fee / EMD as applicable and enter details of the instrument.

- 6) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in Postal/person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 7) 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 all the bidders. Bidders are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 8) 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.
- 9) 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 11) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 12) 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.

7.0. 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 NIC Tamil Nadu E- tender portal in general may be directed to the 24x7 NIC Tamil Nadu E- tender portals Helpdesk.

8.0. System Requirement:

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

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level.

Bidders are required to sign the Tender acceptance letter declaration document as specified in schedule VII of the specification.

SECTION : V – COMMERCIAL

1.0 GENERAL:

1.1 DEFINITION OF TERMS:

- 1.1.1 In construing these general conditions and the annexed specification, the following words shall have the meanings herein assigned to them unless there is something in the subject or context inconsistent with such construction.
- 1.1.2. "The Corporation / Owner / Purchaser / Employer" shall mean the Tamil Nadu storage legal representatives, successors and permitted assignees.
- 1.1.3. "The Contractor / Supplier" shall mean the Tenderer whose tender has been accepted by the Corporation and shall include the Tenderer's legal/ personal representatives, successors and assignees.
- 1.1.4. "The Sub-Contractor" shall mean the person named in the Contract for any part of the work or any person to whom any part of the Contract has been sublet with the consent in writing of the Owner/Engineer shall include legal representatives, successors and permitted assigns of such person.
- 1.1.5. "Engineer" shall mean the Chief Engineer/Distribution/ Tirunelveli / Tamil Nadu Generation and Distribution Corporation Limited. In case, where no such Engineer has been so appointed, the work "Engineer" shall mean the "Corporation' or its duly authorized Representative. "Engineer's Representative" means any resident Engineer or Assistant of the engineer or any clerk appointed for works from time to time by the Employer or the Engineer whose duties and authority will be noticed to the Contractor in writing by the Engineer.
- 1.1.6. "The Goods" means all the equipment, machinery and/or other materials, which the Contractor is required to supply to the TANGEDCO under the contract.
- 1.1.7. "Plant, Work or Works" shall mean and include plant materials to be provided and work and / or services to be done by the Contractor under the Contract. This also includes all temporary works of every kind required in or about the execution of the works.

- 1.1.8. "Services" means services auxiliary to the fabrication, supply, erection of Substation structures including cost of all materials and such as transportation and Insurance, and any other incidental services, such as in testing and commissioning, providing of technical assistance, training and other such obligations of the supplier/Contractor under the Contract, whether specified or not but necessary for completion of the work.
- 1.1.9. "The Contract" shall mean the Agreement and include the general conditions, specifications, schedules, sections, drawings, form of tender, covering letter, schedule of prices or the final general conditions, any specific conditions applying to the particular contract, specification and drawings, Contractor's quotation and subsequent correspondence lists under reference and the agreement to be entered as per the conditions of supply or work with these general conditions.
- 1.1.10. "The Specification" shall mean all technical and other stipulations annexed to these general conditions.
- 1.1.11. "The Site" shall mean the place where equipments are to be installed/erected and serviced for commercial operation and also include all the area in which operation in respect of the works are carried out. This term shall also include material stocking yard and the area where temporary structures are put up for installing any part of the work etc.
- 1.1.12. "Tests and Completion" shall mean such tests as prescribed by the Engineer before the work is taken over by the TANGEDCO.
- 1.1.13. "Commercial Use" shall mean that use of the work, which the Contract contemplates or usage when it is to be commercially available.
- 1.1.14. "Guaranteed Period" shall mean 60 months for all materials and work from the date of commissioning of the whole work in all respects and taking over by the TANGEDCO at site.
- 1.1.15. Month shall mean calendar month.
- 1.1.16. "Writing" shall include any manuscript, typewritten, print out or seal as the case may be.

1.1.17. "Persons" shall include firm, Company, Corporation and other body of persons whether incorporated or not.

Words imparting the singular meaning shall also include the plural and vice versa where the context so requires.

2.0. CONTRACTOR TO INFORM HIMSELF FULLY:

The Contractor shall be deemed to have carefully examined the general conditions and specifications. If he shall have any doubt as to the meaning of any portion of these general conditions of the Contract, he shall set forth the particulars thereof, and send them to the Engineers in writing, in order that such doubt may be clarified.

3.0. ENHANCEMENT OF RATES:

No representation for enhancement of rates will be considered during the currency of the Contract.

4.0. SUB – LETTING OF CONTRACT:

4.1. The Contractor shall not, without the consent in writing of the TANGEDCO, assign or sublet his contract including supply of material or any substantial part thereof, provided that any such consent shall not relieve him from any obligation, duty or responsibility, liability under the Contract. If the Contractor sublets or changes the sub-contractor without notification to the TANGEDCO, then TANGEDCO shall not make payments for such works/materials. If any defects/damages in works or materials are noticed in such unauthorized sublet portion within the expiry of guarantee period/TANGEDCO reserves the right to rectify/redo the defective goods/works at its own cost; and such cost/damages will be recovered from Contractor.

4.2. The tenderer should furnish an Undertaking that he is responsible for any portion of works if carried out by the sub-contractor and he is jointly and severally accountable to the Tamil Nadu Transmission Corporation Limited, in the event of defective design or defaults in the performance.

5.0 DEPARTURE FROM CONTRACT TERMS:

- 5.1. No alterations, amendments, omissions, additions, suspensions or variations off works (hereinafter referred to as variation under the Contract as shown in the Specifications) shall be made by the Contractor except as directed in writing by the Engineer. However the Engineer shall have full powers subject to the provision hereinafter contained from time to time during the execution of the Contract by notice in writing, to instruct the Contractor to make such variations without prejudice to the Contractor and the Contractor shall carry out such variations occurred in the Specifications. If any suggested variations occurred in the Specification and in the Contractor's opinion, if carried out, prevent the Contractor from fulfilling any of the Contractor's obligations or guarantee under the Contract, the Contractor, shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms Contractor's instructions, Contractor's obligations and guarantee shall be modified to such an extent as may be justified. The difference of cost, if any, occasioned by any such variations, shall be added to or deducted from the Contractor's price as the case may require.
- 5.2. The amount of such difference, if any, shall be ascertained and determined in accordance with the rate specified in the Schedule of prices, so far as the same may be applicable and where rates are not contained in the schedule or not applicable, they shall be settled as indicated elsewhere. But the TANGEDCO shall not become liable for the payment of any charges in respect of any such variations unless the instructions for the performance of the same shall have been given in writing by the Engineer.
- 5.3. In the event of the Engineer requiring any variation, such reasonable and proper notice shall be given to the Contractor as will enable him to make his arrangements accordingly and in cases where goods or materials or works are already prepared, executed and required to be altered, a reasonable sum in respect thereof, shall be allowed by the Engineer, provided that no such variations shall except with the consent in writing from the Contractor, be such as will involve as an increase or decrease of the total price payable

under the contract by more than 25% thereof, in any case in which either then or later will in the Contractor's opinion involve a claim for additional payment, then the Contractor shall as soon as reasonably possible after the receipt of instructions aforesaid, advise the Engineer to that effect.

6.0. ENGINEER'S DECISION:

Engineer's decisions shall be final in respect of all matters, which are left to the decision of Engineers. The Engineer shall if required to do so by the Contractor give in writing a decision, there on and his reasons for such decision.

7.0. CONSTRUCTION OF CONTRACT:

The Contract shall in all respects be construed and operated as a Contract as defined in the Indian Contract Act, 1972 as amended from time to time.

8.0. PATENT RIGHTS:

In the event of any claims or demand being made or action being brought against the TANGEDCO for infringement or alleged infringement of any patent rights in respect of any design, machine, plant, work materials or things used or supplied by the Contractor under the Contract, the Contractor shall indemnify the TANGEDCO against all costs and expenses arising from or incurred by reasons of any claims. The TANGEDCO shall notify the Contractor immediately any claims so made. The Contractor may, if he so desires, and shall if so required by the TANGEDCO and with the assistance of the TANGEDCO defend such claims at the Contractor's own expenses or carry on negotiations for settlement of the claim. No such design, machine, work, material, plant or thing shall be used by the Contractor for any purpose, or in any manner other than that for which the Contractor has supplied them or specified or implied under the Contract.

9.0. DEATH, BANKRUPTCY ETC.:

If the Contractor dies or commits an act of Bankruptcy or being a corporation goes into liquidation, except for reconstitution purposes, or if his business is carried on by a receiver, the executors/successors of Contractor or any such receiver, liquidator or any person in whom the contract may

become vested shall forthwith be given notice thereof in writing to the TANGEDCO and shall for one month, during which he shall take all reasonable steps to prevent stoppage of the works, have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the TANGEDCO but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works, the period of option under this clause shall be fourteen days only provided that the above option should not be exercised, the contract may be terminated by the TANGEDCO by notice in writing to the Contractor.

10.0. RESOLUTION OF DISPUTES:

10.1. The Purchaser and the supplier / Contractor shall make every effort to resolve amicably by negotiations any disagreement or dispute arising between them in connection with the Contract.

10.2. JURISDICTION FOR LEGAL PROCEEDINGS:

No suit or any proceedings in regard to any matter arising in any respect under this Contract shall be instituted in any Court, save in the High Court of Madras or the Court of Small Causes at Chennai or District Court or Sub-Court / Munsiff Court. 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 cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the Courts in Chennai City, then it is agreed to between parties that such suits or proceedings shall be instituted in a Court within Tamil Nadu and no other Court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts. The successful Tenderer shall furnish an UNDERTAKING as per Schedule-F in a non-judicial stamp paper of Rs.80/- agreeing to the above condition.

11.0. ARBITRATION:

Arbitration is not applicable.

12.0. GUARANTEE:

- 12.1. The supplier shall guarantee that the goods under the Contract are new, unused of the most recent or current models and incorporated all recent improvements in design and materials unless provided otherwise in the Contract. The supplier shall further guarantee that the goods supplied under this Contract shall have no defects arising from design, materials or workmanship, installation and erection, if that may develop under normal use of the supplied goods. The supplier shall also guarantee the performance of the works executed by him including the performance of all the materials/goods supplied by him.
- 12.2. This guarantee for goods and works shall remain **valid for 60 months** for the specified works **from the date of completion of works in all respects and taking over by the TANGEDCO.**
- 12.3. The TANGEDCO shall promptly notify supplier/Contractor in writing of any claims arising under this guarantee in respect of goods/works. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective works or parts thereof, free of cost at site. All the expenses towards transportation of defective parts to Contractor's works and of repaired/replaced parts to site shall be borne by the Contractor.
- 12.4. If the Contractor, having been notified, fails to remedy the defects within 14 days, the Contractor will proceed to take such remedial action as may be necessary, at the Contractor's risk and expenses and without prejudice to any other rights which the Contractor may have against the Supplier under Contract. All expenses in this regard will be recovered from Contractor.

13.0. SECURITY DEPOSITS CUM PERFORMANCE GUARANTEE:

- 13.1. The successful tenderer will have to furnish **security deposit for 5% of the total value of the Contract**, in the form of DD/Banker's Cheque / Irrevocable Bank Guarantee from any Nationalized/Scheduled Bank in non-judicial **stamp paper of value Rs.80/-**. The Security Deposit will include

the Earnest Money Deposit. The security deposit shall have to be furnished **within 30 days of receipt of letter of award. The belated payment of security deposit will not be accepted.** The security deposit cum performance guarantee will not carry any interest. 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 the contract order will be cancelled without any further reference and order will be placed on the next eligible bidder.

- 13.2. The Security deposit will be released to the tenderer only if the Contract is completed to the satisfaction of the TANGEDCO. If the TANGEDCO 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 tenderer to the TANGEDCO then the TANGEDCO will in addition to such other rights that he shall have under the law, appropriate the Security Deposit and such amount that is appropriated will not be refunded to the Contractor.

The Security deposit/bank guarantee will be released after one year from date of completion based on the indemnity bond produced by the successful bidder for the remaining four years guarantee period

14.0. RECOVERIES FROM THE CONTRACTOR:

Any difference in payment due from the Contractor to the TANGEDCO shall be recovered from the performance guarantee/Security Deposit or by adjustment from money due to the Contractor from the TANGEDCO or otherwise.

15.0. ACCEPTANCE OF TENDER:

The final acceptance of the tender will rest with the TANGEDCO, which does not bind itself to accept the lowest or any other tender without assigning any reason thereof.

16.0. DISCOUNT / REBATES:

Discount/rebates offered on whatever account shall be clearly indicated for the specific purpose, quantities for which the same is intended. Otherwise, the discount/ rebate offered will not be considered while comparing the cost. Conditional discount /rebate will not be accepted and such terms will not be taken for tender evaluation.

17.0. LIQUIDATED DAMAGES:

If the handing over of the work fully completed in all respects, is delayed beyond the scheduled date or extension thereof for commissioning as given under the Contract, the Contractor shall pay to the TANGEDCO an amount calculated at the rate of **half percent (0.5%) per completed week of delay of the value of the total Contract price of the undelivered equipments /Materials /Unfinished portion of work as liquidated damages subject to a maximum 10% of the total Contract price of the units/materials/works so delayed (i.e. total actual value of work executed as per final bill)**. In respect of contracts where supply effected in part or works executed in part, could not be beneficially used by the TANGEDCO due to such incomplete execution, liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion.

The defaulting Contractors should be made liable to pay to the TANGEDCO, in addition to Liquidated Damages for delay, the actual difference in price, wherever TANGEDCO orders the delayed quantity to be supplied/executed by other agencies at a higher rate.

GST is to be applied and recovered on LD., forfeiture of EMD /SD, for which separate tax invoice has to be raised for each transaction

18.0. PRICES:

18.1. Prices for erection works under the scope of the specification shall be on FIRM price basis and to be furnished by the tenderer in the manner specified in the price schedule. The bidder shall furnish the bill of

quantities of all goods/ materials/Works required and being supplied for commissioning of the complete equipments.

- 18.2. The bidder shall quote FIRM prices including transit insurance and unloading at site. Break up of price indicating Ex-works price, packing, forwarding, GST, F&I, charges, erection, testing, commissioning charges, shall be furnished.
- 18.3. The bidders are requested to indicate in their offer the rate of GST, value on which shall be applicable. The GST quoted will also be included for the purpose of evaluation.
- 18.4. The quoted rates for erection shall be FIRM on all accounts. The rates for erection should include handling charges, erection and handing over to the TANGEDCO. The price break up details shall be furnished for supply of all materials including bought out items so that any variations in duties and taxes within the delivery period may be borne by TANGEDCO.
- 18.5. If for any reason the tenderer has to resort to a mode of transport other than what was contemplated by him at the time of tendering to step up his delivery commitment and consequently has to incur more expenditure, the TANGEDCO shall not under any circumstances, reimburse such extra expenditure and the price will not exceed the first rates accepted by the TANGEDCO.
- 18.6. Under no circumstances shall a tenderer alter his price during the validity period after tenders are opened. Any tenderer who does so resulting in recalling of tenders by the TANGEDCO or additional expenditure to the TANGEDCO shall not only lose his earnest money deposit but also run the risk of being black listed by the TANGEDCO which reserve the right under the law to recover damages resulting there from in addition to forfeiture of EMD/PEMD.
- 18.7. 'FIRM' unit rates shall be quoted for all the items. No variation shall be allowed in erection rates for any reasons whatsoever. The quantities mentioned in the schedule are tentative only. Payment will be made to the actual quantities executed as necessitated by the site condition and as

approved by the Engineer & based on the unit rates quoted and accepted in the price schedule.

- 18.8 Additional quantity: Additional quantity when exceeds more than 25% of the scheduled quantity in any item due to various technical parameters, the tenderer should offer a rebate on the quoted rate in the tender itself for that exceeded quantity. The above rebate will not be considered for bid evaluation. The rates payable for such extra quantities beyond 25% of the scheduled quantities shall be at the rate after deducting the rebate.
- 18.9 All the information required in the various prices and other schedules must be completed otherwise the tenders are likely to be rejected.
- 18.10 The Contractor will establish a pocket store at a suitable location near the site at his cost and arrange for proper storing and safe custody of materials. The Contractor shall maintain a register for receipts and issues, which will be subject to inspection by TANGEDCO's Officials. The materials will be measured and check measured by Engineer as and when received. The Contractor will provide fencing and lighting etc. at his cost for the safe custody of materials. Necessary insurance against theft, pilferages, fire sabotage etc. and other natural calamities should be done as discussed elsewhere.

19.0. TERMS OF PAYMENT:

- 19.1. The works shall be executed by duly supplying the materials as required in an orderly manner to complete the work within the completion period. The bills will also be arranged to be cleared by the TANGEDCO only as per the orderly sequential schedule of erection. Payment will not be made for the unscheduled delivery of materials.
- (i) 95 % Payment against the certification of the TANGEDCO Engineer/TANGEDCOs representative for the completed portion of works/completion of power transformer erection works.
- (ii) Five(5)% will be recovered from each bill as retention amount based on the value of work done. It will not carry any interest. The retention amount will be released **after one year from date of completion** of work.

(iii) No advance payments will be made for any item of work.

(iv) "It shall be accepted as a condition of the contract that the payment of final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of the TANGEDCO from all further claim by the contractor under the contract"

19.2 For the payment of contractor bills, The Superintending Engineer's/ Tuticorin EDC to pay the amount on submission of Original bill duly scrutinized and passed by concerned officials.

20.0. STORAGE CUM-WORKS INSURANCE:

20.1. The Contractor shall take necessary insurance against loss, damage, theft, pilferage, fire accidents and damages during storage/transit from his stores to site for all the materials/goods for the purpose or incorporating in the work.

20.2. The contractor shall also take necessary insurance for transporting, Storage at site and erection of the equipments before commencement of work/ Transporting.

20.3. The insurance shall also cover any loss, damages, accidents etc., caused due to the negligence of the Contractor in the course of operations (Transportation, Erection, testing and commissioning) carried out for the purpose of complying with the contractual obligations thereof. The entire cost of such insurance shall be borne by the Contractor at no extra cost to TANGEDCO. The insurance shall cover the materials, erection and commissioning portions comprehensively during the entire period of Contract.

20.4. The insurance as per claims shall be in joint names of the TANGEDCO and the Contractor so that the TANGEDCO and the Contractor are covered for the entire period of Contract from the commencement of the Contract till handing over of all the works, completed in all respects to the Engineer. It is the responsibility of Contractor to insure as above and at his own cost. TANGEDCO will not bear any amount towards insurance premium etc.

20.5. The insurance shall be effected with the nationalized insurer/ IRDA approved insurer and in the terms approved by the TANGEDCO. The contractor, whenever required, shall produce/deposit to the Engineer the policies of insurance and the receipts for payments of the current premium.

21.0. THIRD PARTY INSURANCE:

21.1. The contractor shall except in and so far as the Contract provides indemnify the TANGEDCO against all losses and claims in respect of injuries or damage to any property whatsoever while they arise out of or in consequence of the execution or works and against all claims, proceedings, damages, costs, charges, expenses whatsoever in respect of or in relation thereto. Accordingly, the contractor shall before commencement of execution of the works, insure against his liability for any material or physical damage, loss or injury which may occur to property including that of the TANGEDCO or to any person, including any employee of the TANGEDCO, by or arising out of the execution of the works or in carrying out the Contract. The insurance shall be effected and maintained as in Clause 20.3.

21.2. The terms of the insurance shall include a provision whereby in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the TANGEDCO, the insurer will indemnify the TANGEDCO against such claims and any costs.

22.0. INSURANCE AGAINST ACCIDENTS, ETC., TO WORKMEN:

22.1. The TANGEDCO shall not be liable in respect of any damages or compensation payable by law in respect of or in consequence of an accident of injury to any workman or other person in the employment of the contractor or sub-contractor, save and except an accident or injury resulting from any act or default of the TANGEDCO, its agent or servant. The contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, against all claims,

proceedings, costs, charges and expense whatsoever in respect thereof or in relation thereto.

22.2. The Contractor shall insure against such liability with a Nationalized Insurer approved by the TANGEDCO and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall when required produce/deposit to the Engineer, such policy of insurance and the receipt for payment of the current premium provided always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to ensure as aforesaid under this sub clause shall be satisfied, if the sub-contractor shall have insured against the liability in respect of such person in such manner that the TANGEDCO is indemnified under the policy, then the contractor shall require such sub-contractor to produce / deposit to the Engineer, when required, such policy of insurance and the receipt of payment of the current premium. TANGEDCO will not bear any cost towards insurance premium.

23.0. STANDARD:

The goods/materials supplied under this contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the standard specified by the Institution of Central / State Government or internationally recognized Institutions shall be applicable and such standards shall be the latest issued by the concerned institution.

24.0. INSPECTION AND TESTS:

- 24.1. The TANGEDCO or his representative shall have the right to inspect and/or test the goods/works to confirm their conformity to the Specification. The Purchaser/ Owner shall notify the Contractor in writing of the identity of any representatives authorized for these purposes.
- 24.2. The inspections and tests may be conducted on the premises of the Supplier/ Contractor or his Sub-Contractor at the point of delivery and/or at the goods' final destination. Where tests are conducted in the premises

of Supplier/ Contractor, all reasonable facility and assistance including access to drawings and production data shall be furnished at no charge to the Purchaser/Owner.

- 24.3. If any inspected or tested goods/works fail to conform to specifications, the TANGEDCO may reject them and the supplier/contractor shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the TANGEDCO within one week of intimation.
- 24.4. The TANGEDCO's right to inspect, test and where necessary, reject the goods after the goods arrival at the site, shall in no way be limited or waived by reason of the goods having been previously inspected, tested and passed by the Purchaser/Owner or his representative prior to the goods dispatch.guarantee or other obligations under this Contract.

25.0. PACKING:

- 25.1. The Contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit to their final destination as indicated in the Contract and exposure to extreme temperatures, salt and precipitation etc., during transport and open storage. Packing case size and weights shall be taken into consideration wherever appropriate, the remoteness of the 'goods' final destination and absence of heavy mechanized handling facilities, at all points in transit.
- 25.2. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Contract or in any subsequent instructions issued by the Purchaser.

26.0. DELIVERY OF GOODS AND DOCUMENTS RELATED THERE TO:

- 26.1. Delivery of goods shall be made by the Contractor in accordance with the terms specified by the TANGEDCO in its schedule of requirements and under the conditions listed in Para 26.2.

26.2. The Contractor shall open stores at the site and all the materials/ equipments required for the works shall be consigned in the name of Officer designated by TANGEDCO. All incidental liabilities like demurrage, damage, loss, etc., shall be the sole responsibility of the contractor.

27.0. INCIDENTAL SERVICES:

The Contractor is required to provide any or all the services broadly outlined in the Technical specification. Any other minor incidental service related to the Scope of work like providing necessary assistance whether specifically mentioned or not must be carried out by the Contractor at his own cost. All tools, Tackles Plant etc., required for completion of above works shall be brought by the Contractor.

28.0. VARIATION, ALTERATION, ADDITION AND OMISSION IN RESPECT OF WORKS:

28.1. The Engineer shall, after the Award of Contract, make any variation in form, quality or quantity for the works or any part thereof that may in his opinion be necessary and for that purpose, or for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease the quantity of any work included in the contract.
- b. Omit any such works.
- c. Change the character or quality or kind of any such work as required by the Engineer.
- d. Change the levels, lay-out position & dimensions of any part of the works and
- e. Execute additional work of any kind necessary for the completion of the unit and no such variation shall in any way vitiate or invalidate the contract, but the value if any of all such variations shall be taken into account in ascertaining the amount of contract price.

28.2. No such variation shall be made by the Contractor without an order in writing by the Engineer. Provided that no order in writing shall be

required for increase or decrease in the quantity of any work, where such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that if for any reason the Engineer shall consider if desirable to give any such order verbally, the contractor shall comply with such order and it shall be deemed to be an order in writing within the meaning of this clause. Provided further that the Contractor shall within Seven days confirm in writing to the Engineer of such order and such confirmation shall not be contradicted in writing within Fourteen days by the Engineer, it shall be deemed to be an order in writing by the Engineer.

29.0. VALUATION OF VARIATIONS:

- 29.1 All extra or additional work done or work omitted by order of the Engineer shall be valued at the rates and prices set out in the contract.
- 29.2 The contractor is bound to execute all supplemental items that are found essential incidental and inevitable during the execution of the contract at the rates to be worked out as below.

30.0. RATES FOR SUPPLEMENTAL ITEMS:

In the case of authorized supplemental items of works if any executed by the CONTRACTOR the rate will be decided generally as per the guidelines contained in G.O.Ms.No.1241, dated 13.10.1978 which are outlined below:

- i. The Derivation of a suitable rate for supplemental item if technically feasible will be done from the relevant/accepted rate in the CONTRACT.
- ii. If such derivation is not technically feasible, as rate based on the schedule of rates relevant to the tender date will be worked out and the tender premium plus or minus as the case may be if any shall be added to this rate and this rate shall be offered for acceptance by the CONTRACTOR.
- iii. If during the period of execution of this supplemental item of work, the schedule of rates have changed, then a rate based on the schedule of rates prevailing at the time of execution of the supplemental item of work

shall be worked out and offered for acceptance and in such a case no tender premium shall be added to this rate.

31.1. VARIATION EXCEEDING TWENTY FIVE (25) PERCENT:

If on certified completion of the entire works, it shall be found that a reduction or increase greater than 25 percent of the sum specified in the letter of acceptance, excluding all fixed sums, provisional sums and allowance for day works, if any, results from:

- a. The aggregate effect of all variation orders, and
- b. All adjustments upon measurement of the estimate quantities set out in the bill of quantities, excluding all provisional sums, day works and adjustments of price made under Measurement clause hereof but not from any other clause. The amount of contract price shall be adjusted by such sum as may be agreed between the contractor and the Engineer or, failing agreement, fixed by the Engineer having regard to all works and relevant factors, including general overhead costs of the Contract.
- c. Additional quantity: Additional quantity when exceeds more than 25% of the scheduled quantity in any item due to various technical parameters, the tenderer should offer a rebate on the quoted rate in the tender itself for that exceeded quantity. The above rebate will not be considered for bid evaluation. The rates payable for such extra quantities beyond 25% of the scheduled quantities shall be at the rate after deducting the rebate.

31.2. CLAIMS:

The contractor shall send to the Engineer's representative once in every month an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month.

- 31.2.1. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided

always that the Engineer shall be entitled to authorize payments to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest opportunity notified the Engineer in writing that he intends to make a claim for such work.

32.0. DELAY IN THE CONTRACTOR'S PERFORMANCE:

- 32.1. Delivery of the goods and performance of services shall be made by the Contractor in accordance with the time schedule specified by TANGEDCO.
- 32.2. Any unexecuted delay by the Contractor in the performance of his obligations shall render the Contractor liable to any or all of the following sanctions, forfeiture of Performance Guarantee / Security Deposit / Imposition of liquidated damages and / or termination of the Contractor for default.
- 32.3. If at any time during the performance of the Contract, the contractor should encounter emergent conditions of services, the Contractor shall promptly notify the TANGEDCO in writing within a Fortnight of such occurrence of the eventualities its likely duration and its cause(s). As soon as practicable after receipt of contractor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.0. FORCE MAJEURE:

- 33.1. If at any time, during the continuance of the Contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality is given by the Contractor to the TANGEDCO within 15 days from the date of eventuality, be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under this

contract, shall be resumed as soon as practicable after such eventuality has ceased to exist.

33.2. Provided that if the performance in whole or part by the contractor on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANGEDCO may at its option, terminate this Contract by a notice in writing. Force majeure Clause is not applicable to the Sub-Supplier/Sub-Contractor of materials/Works.

34.0. TERMINATION FOR DEFAULT:

34.1. The TANGEDCO may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- I. If the Contractor fails to delivery any or all the goods and services within the time period(s) specified in the contract or any extension granted by the TANGEDCO.
- II. If the Contractor fails to perform any other obligations under the contract.

34.2. In the event, the TANGEDCO terminates the contract in whole or in part, pursuant to Clause 34.1, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered/unexecuted and the contractor shall be liable to the TANGEDCO for any excess costs including L.D. for such similar goods/services. However, the Contractor shall continue performance of the contract to the extent not terminated.

35.0. TERMINATION OF CONTRACT IN RESPECT OF WORKS:

35.1. The TANGEDCO may without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract. If the contractor shall become bankrupt or having received an order made against him or shall present his petition for bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his

creditors or being a Corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall assign the contract without the consent in writing of the employer first obtained or shall have an execution in writing of the employer first obtained or execution levied on his goods, or if the Engineer shall certify in writing to the employer that in his opinion, the Contractor.

- a. Has abandoned the contract or,
- b. without reasonable excuse has failed to commence the works or has suspended the progress of works for twenty eight days (28) after receipt from the Engineer written notice to proceed, or
- c. Despite previous warning by the Engineer, in writing is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under this contract, or
- d. Has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, subject any part of the contract. Then the Employer may after giving thirty days (30) notice in writing to the Contractor enter upon the site and expel the Contractor there from without thereby avoiding the contract or releasing the Contractor from any of the obligations or liabilities under the contract or affecting the rights and powers conferred on the Employer or the Engineer by the contract and may himself complete the works or may employ any other Contractor or complete the works. The Employer or such other Contractor may use for such completion so much of the constructional tools and plants, temporary works and materials which have been deemed to be reserved exclusively for the execution of the works, under the provisions of the contract as he or they may think proper and the employer may at any time sell any of the constructional tools and plant and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under the contract.

35.2 VALUATION ON DATE OF FORFEITURE:

The Engineer shall, as soon as practicable after any such entry and expulsion by the Employer, fix and determine ex-parte or after reference to the parties of such investigations or enquiries as he may think fit to make or institute and shall certify that amount, if any, had at the time of such entry and expulsion by reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and the value of any one of the said unused or partially used materials of any constructional plant and any temporary works.

35.3. PAYMENT AFTER FORFEITURE:

If the purchaser shall enter and expel the Contractor under this clause, he shall not be liable to pay to the Contractor any money on account of the contract until the expiry of the period of contract and thereafter until the cost of execution and any and all other expense incurred by the employer have been ascertained and the amount thereof certified by the Engineer.

36.0. TERMINATION OF WORKS:

- 36.1. The Employer shall be entitled to terminate the contract in respect of the works portion at any time for the employer's convenience after giving 30 days prior notice to the Contractor.
- 36.2. In the event of such termination, the Contractor shall,
 - a. with all reasonable despatch, remove from the site all constructional plant
 - b. be paid by the Employer in so far as such amounts or items shall not have already been covered by payments on account made to the Contractor for all the works executed prior to the date of termination at the rates and prices provided in the contract and in addition:
 - i. The amount payable in respect of any preliminary items, so far as the work or services comprised therein has been carried out or performed and a proper proportion as certified by the Engineer of any such items,

the work or service comprised which has been partially carried out or performed.

- ii. The cost of materials or goods reasonably ordered for the works, which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of the employer upon such payments being made by him.
- iii. A sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor in expectation of completing the whole of the works in so far as such expenditure shall not have been covered by payment in this Sub-clause mentioned before.
- iv. The reasonable cost of removal of constructional plant under Clause-36.2. and if required by the Contractor return thereof to the Contractor's main plant yard with transportation cost.
- v. Provided always that against any payment due from the Employer under the aforesaid Clause. The Employer shall be entitled to be credited with any outstanding balances due from the Contractor in respect of constructional plants and materials and any other sums which on the date of termination were recoverable by the Employer from the Contractor under the terms of contract.

37.0. APPLICABLE LAW:

The contract shall be interpreted in accordance with the Laws of India.

38.0. LABOUR AND EMPLOYEES:

38.1. ENGAGEMENT OF LABOUR:

The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, save in so far as the contract otherwise provides, for the transport, housing, feeding and payment thereof, in accordance with labour law. No idle labour payment will be made.

38.2. FESTIVALS AND RELIGIOUS CUSTOMS:

The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, day of rest for religious or other local customs.

38.3. SUPPLY OF WATER:

The Contractor shall, so far as is reasonably practicable having regard to the local conditions, provide on the site to the satisfaction of the Engineer's representative, an adequate supply of drinking and other water for use of Contractor's staff and workers.

38.4. SUPPLY OF POWER:

The low tension supply to the Contractor's tools and plants for works and for lighting will be metered at the appropriate tariff rate on request of contractor. The power supply will be provided at one point and the Contractor may put up and maintain their distribution system at their own cost from the point of take off from the main board.

38.5. EPIDEMICS:

In the event of outbreak of illness of an epidemic in nature, the Contractor shall comply with and carry out such regulations, order and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealings with and overcoming the same.

38.6. DISORDERLY CONDUCT, ETC.:

The Contractor shall at all times take reasonable precautions to prevent any unlawful, riot or disorderly conduct by or amongst his employees/workers and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

38.7. OBSERVANCE BY SUB-CONTRACTOR:

The Contractor shall be responsible for observance by the sub-Contractor of the foregoing provisions.

38.8. RETURNS OF LABOUR, ETC.:

The Contractor shall, if required by the Engineer, deliver to the Engineer's representative or at his Office, a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on site and similar information regarding those employed by the Contractor in respect of constructional plant as the Engineer's representative may require.

38.9. EMPLOYEES:

38.9.1. The Contractor shall provide and employ on the site in connection with the execution of works or services rendered. a) Only such technical assistants as are skilled and experienced in their respective field of work and such sub agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise and b) (i) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the works. (ii) The Engineer's representative shall be at liberty to object to and required the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution of the works who in their opinion misconducts himself, or is incompetent or negligent in the proper maintenance of his duties or whose employment is otherwise considered undesirable and such person shall not again be employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the Engineer.

38.9.2. The following basic amenities among others shall be provided as conforming to the relevant labour laws etc.

First Aid, Washing and bathing places, Latrine and urinals, Shelter during rest, Crèches Canteen, Shed for workers, Lighting and Guarding.

39.0. LOCALLY PROCURED MATERIALS, WORKMANSHIP INSPECTION, TESTS ETC:

39.1 QUALITY OF MATERIALS AND WORKMANSHIP:

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected to change from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the works, for testing as may be selected and required by the Engineer.

39.2. REMOVAL OF IMPROPER WORK AND MATERIALS:

- i. The Engineer/Engineer's representative shall during the progress of the works have power to order in writing from time to time.
- ii. The removal from the site within one week of receipt of notice, of any materials which in their opinion are not in accordance with the contract.
- iii. In case of default on the part of the Contractor in carrying out such an order, the employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent therein or incidental thereto shall be recoverable from the Contractor by the employer from any money due or which may become due to the contractor.

40.0. GENERAL RESPONSIBILITIES OF THE CONTRACTOR:

40.1. WORKS EXECUTIONS:

The Contractor shall, subject to provisions of the Contract and with due care and elegance execute the works and provide all labour including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.

40.2 WORKS SAFETY:

The Contractor shall take full responsibility for the adequacy and safety of all site operations and methods of construction.

40.3 SUPERVISION BY THE CONTRACTOR:

The Contractor shall provide all necessary supervision during the execution of the works and as long as thereafter as the Engineer may consider necessary for the proper fulfillment of Contractor's obligations under the contract.

40.4. SETTING OUT OF WORKS:

The Contractor shall be responsible for the true and proper setting out of works in relating to the transmission line data and for the corrections of the design position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances, equipments, tools and plants and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the design, positions levels, dimensions or alignment of any part of the works, the contractor on being required so to do by the Engineer/Engineer's representative shall at his own cost, rectify such error to the satisfaction of the Engineer/Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and such other things used in setting out of the works.

40.5. CARE OF THE WORK:

From the date of commencement of the works until the date stated in the certificate of completion for the whole of the works, the Contractor shall take full responsibility for the care thereof. In case any damage, loss or injury shall happen to the works, or any part thereof, from any cause whatsoever, the Contractor shall at his own cost, repair and make good the same, so that at the completion, the permanent works shall be in good order and in condition and in conformity in every respect with the requirements of the contract. In the event of any such damage, loss or

injury happening from any of the expected risks, the Contractor shall, to the extent required repair/make good the same at the cost of the employer.

The expected risks are war hostilities (whether war be declared or not), invasion, and attack of foreign enemies, rebellion, revolution, insurrection of military or usurped power, civil war or any such operations of the forces of nature.

40.6. WATCHING AND LIGHTING:

The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or as required by the Engineer/Engineer's representative or by any duly constituted authority for the protection of the works or for the safety and convenience of the Public and others.

40.7. CONTRACTOR TO KEEP SITE CLEAR:

During the progress of the works, the Contractor shall keep the site free from all unnecessary obstruction and shall dispose of any construction plants, surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

40.8. CLEARANCE OF SITE ON COMPLETION:

On the completion of the works, the contractor shall clear away and remove from the site all constructional plants, surplus, materials, rubbish and temporary works of every kind and leave the whole of the site and works clear and in workman like condition to the satisfaction of the Engineer. If the site is not cleared, the same will be done by the Employer and the cost will be recovered from the Contractor. Any materials/tools etc., at the site will become the property of the employer and Contractor shall have not claim over it.

40.9. WORK TO BE DONE TO THE SATISFACTION OF ENGINEER/ ENGINEER'S REPRESENTATIVE:

Save in so far as it legally or physically impossible, the Contractor shall execute and maintain the works in strict accordance with the contract to the satisfaction of the Engineer/Engineer's representative and shall comply

with and adhere strictly to their instructions and directions on any matter whether mentioned in the contract or not, touching or concerning the works. The Engineer may from time to time delegate in writing to the Engineer's representative any of the powers, authorities vested in the Engineer and furnish to the Contractor a copy of all such written delegation of power and authorities. Any written instruction or approval given by the Engineer's representative to the contractor within the terms of such delegation, but not otherwise shall bind the Contractor and employer as though it had been given by the Engineer provided always as follows:

- a. Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking thereof.
- b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decisions.

40.10. PLANT, TEMPORARY WORKS AND MATERIALS:

All constructional plant, temporary works and materials provided by the Contractor shall when brought to the site, be deemed to be exclusively intended for the execution of the works and the Contractor shall not remove the same or any part thereof except for the purpose of moving it from one part of the site to another part.

40.11. REMOVAL OF PLANT, ETC.:

Upon completion of work, the Contractor shall remove from the site all the said constructional plant and temporary works remaining thereon and any unused materials provided by the Contractor.

40.12. TANGEDCO NOT LIABLE FOR DAMAGE TO PLANT ETC.:

The Contractor shall note that TANGEDCO shall not at any time be liable for the loss of or damage to any of aforesaid constructional plant, temporary works or materials.

41.0. COMMENCEMENT OF WORKS, PROGRAMME OF WORKS, TIME FOR COMPLETION ETC:

41.1. PROGRAMME OF WORKS:

- i. The Contractor shall on award of the contract submit to the Engineer for approval a program showing the order or procedure in which he proposes to carry out the works. The Contractor shall whenever required by the Engineer/Engineer's representative also provide in writing his information for a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of works.
- ii. If at any time it should appear to the Engineer that actual progress of works does not conform to the approved program referred to Clause-41.1.
 - (i) The Contractor shall produce at the request of the Engineer a revised program showing the modifications to the approved program necessary to ensure completion of the works within the time for completion as defined in clause-41.
- iii. The submission and approval by the Engineer/Engineer's representative of such programme or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

41.2. COMPLETION PERIOD:

The work covered in the scope of this Contract, shall be completed and handed over to the utility within a maximum period of 6 **(Six) months from the date of agreement. The contractor shall prepare to take up the work within 30 days from the date of receipt of LOA duly executing the agreement.** Any delay in completion of works would attract Liquidated damages as specified in the Specification.

41.3. EXTENSION OF TIME FOR COMPLETION:

No extension of time for services to be rendered including procurement of necessary materials granted to the Contractor shall affect or prejudice the right of the TANGEDCO against the Contractor or relieve the Contractor of his obligations for the due payment of damage whether duly ascertained or certified or not any sum against the payment of which he is bound to

indemnify to the TANGEDCO. Extension of time will be given if the delay is on the account of TANGEDCO.

If the amount of extra or additional work of any kind or any cause of delay referred to in these conditions or special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor, to an extension of time for the completion of the works, the Engineer shall determine the extent of such an extension and shall notify Contractor accordingly provided that the Engineer is bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Engineer/ Engineer's representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

41.4. NO NIGHT WORK OR WORK ON SUNDAYS AND HOLIDAYS:

Subject to any provision to the contrary in the contract, none of the permanent work shall, save as hereinafter provided be carried during the night or on Sundays or on declared holidays or other locally recognized days of rest. Except when the work is unavoidable or is absolutely necessary for the saving of life or property for the safety of the works in which case the Contractor shall advise the Engineer/Engineer's representative accordingly to obtain written permission thereof, if necessary.

41.5. RATE OF PROGRESS:

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the works or any erection is at any time in the opinion of the Engineer, too slow to ensure completion by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as are necessary and the Engineer may approve to expedite progress so as to complete the work or such section by the prescribed time or extended

time. The Contractor shall not be entitled to take additional payment for taking such steps, if necessary, as a result of any notice given by the Engineer under this clause, the Contractor shall seek Engineer's permission to do any work on Sundays or other holidays or other locally recognized days of rest.

41.6. DISRUPTION OF PROGRESS:

- i. The Contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Engineer within a reasonable time. The notice shall include the details of drawings or order required and any delay or disruption likely to be suffered if it is late.
- ii. If by reason of any failure or inability of the Engineer to issue within a reasonable time in all circumstances any drawing or order requested for by the Contractor in accordance with Clause-41.7. (i), the Contractor suffers delay and/or incurs cost, and then the Engineer shall take such delay into account in determining any extensions of time to which the Contractor is entitled.

41.7. SUSPENSION OF WORKS:

The Contractor shall on the written order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work, so far as is necessary in the opinion of the Engineer. The extra cost incurred by the Contractor in giving effect to the Engineer's instructions under this clause shall be borne and paid by the Employer unless such suspension is:

- a. Otherwise not provided for in the contract or
- b. Necessary by reason of some default on the part of the Contractor or
- c. Necessary by reason of climatic conditions on the site, or
- d. Necessary for the proper execution of works or for the safety of the works or any part thereof in so far as such necessity does not arise from any act

or default by the Engineer/Engineer's representative or from any of the expected risks defined in this specification. Provided that the Contractor shall be entitled to recover any such extra cost unless he gives written notice of his intention of claim to the Engineer within twenty eight days of the Engineer's order. The Engineer shall settle and determine such extra payment and/or extension of time to be made to the Contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

41.8. SUSPENSION LASTING MORE THAN NINETY DAYS:

If the progress of the works or any part thereof is suspended on the written order of the Engineer and if permission to resume work is not given by the Engineer within a period of ninety days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of above the Contractor may serve a written notice on the Engineer requiring permission within twenty eight days (28) from the receipt thereof to proceed with the works, or that part thereof in regard to which progress is suspended and if such permission is not granted within that time, the contractor by a further written notice so served may but is not bound to elect or treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole works as an abandonment of the contract by the Employer.

42.0. MEASUREMENT:

42.1. QUANTITIES:

It is to be expressly understood that the measured work is to be taken not withstanding any customs or practice to the contrary according to the actual quantities when in place and finished according the drawing or as may be ordered from time by the concerned Superintending Engineer and as per relevant clauses of Indian Standard Specification I.S.1200 and the cost calculated by measurement or weight at the respective process without any additional charges for any / necessary contingent works connected herewith. The rates quoted should be for works in site and complete in every respect. Measurement will be by tape or levels as decided by the Engineer.

42.2. WORKS TO BE MEASURED:

The Engineer shall, except as otherwise stated ascertain and determine by measurement the value in terms of the contract of work done in accordance with the Contract. He shall, when he requires any part or parts of the works to be measured, give notice to the Contractor, authorized agent or representative, who shall forthwith attend to or send a qualified agent to assist the Engineer/ Engineer's representative in making such measurement and shall furnish all particulars such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agents, then the measurement made by the Engineer/Engineer's representative shall be taken to be the correct measurement of the works and any claim later on by the Contractor will not be accepted.

43.0. METHOD OF MEASUREMENT OF WORK:

(A) MEASUREMENT

1. I.S.1200 – Method of measurement of building works.
2. I.S.3385 – Code of Practice for measurement of civil Engineering Works.

Note: In the event that state, city or other Government bodies have requirements more stringent than those set forth in this specification, such requirements shall be considered part of this specification and shall supersede this specification where applicable.

44.0. CERTIFICATION OF COMPLETION OF WORKS:

When the whole of the works have been substantially completed and have satisfactorily passed any final test that is prescribed in the contract, the Contractor may give a notice to that effect to the Engineer / Engineer's representative. Such notice shall be in writing and shall be deemed to be a request by the Contractor for the Engineer to issue a certificate of completion in respect of the works. The Engineer shall, within twenty one (21) days of the date of delivery of such notice, either issue to the Contractor with a copy to the Employer, a certificate of completion stating the date on which, in his opinion, the works were substantially completed

in accordance with the contract or give instructions in writing to the Contractor specifying all the works which in the Engineer's opinion, requires to be done by the Contractor before the issue of such certificate. The Engineer shall also notify the Contractor of any defects in the works affecting substantial completion that may appear after such instructions and before the completion of the works specified therein. The Contractor shall be bound to receive such certificate of completion within twenty one (21) days of completion to the satisfaction of the Engineer of the works specified and making good any defect so notified.

45.0. NOTICES:

45.1. All notices given by one party to the other including written orders given by the Employer, Employer/Engineer's representative to the Contractor under the terms of the contract shall be in writing or if by Fax/ E-Mail are confirmed in writing. Period of notice shall be 14 days unless otherwise stated.

45.2. For the purpose of issuing notices to the tenderer in respect of works and supply of goods, the following is the address of the TANGEDCO.

**THE CHIEF ENGINEER (DISTRIBUTION),
TANGEDCO ,
TIRUNELVELI REGION, TIRUNELVELI.627011.**

45.3. For the purpose of issuing notices for the works concerned to them to the Engineer's Representative, the address of the Superintending Engineer is as follows:

**THE SUPERINTENDING ENGINEER,
TUTICORIN ELECTRICITY DISTRIBUTION CIRCLE,
TANGEDCO,
ETTAYAPURAM ROAR, TUTICORIN.**

46.0. DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVE:

46.1. The duties of the Engineer are to issue directions, decisions, certificates and orders as specified in the contract except those actions, which will be issued subject to the approval of the employer. These actions are:

- a. Approving sub-letting of any part of the works as discussed elsewhere.
- b. Determining extension of time discussed elsewhere.
- c. Issuing a variation order discussed elsewhere.
- d. In an emergency situation as reasonably determined by the Engineer.
- e. If such variation ordered would not increase the contract price.

46.2. The Engineer's representatives are responsible to the Engineer and their duties are to watch and supervise the works efficiently and examine any materials to be used or workmanship employed in connection with the works. He has no authority to, i) relieve the contractor of any of his duties or obligations under the contract not except as expressly provided here under or elsewhere in the contract.

- i) Order any work involving delay or any extra payment
- ii) Make any variations in the works.

46.3. The Engineer may from time to time delegate in writing to the Engineer's representative any of the powers, authorities vested in the Engineer and furnish to the Contractor a copy of all such delegation of powers and authorities. Any written instructions or approval given by the Engineer's representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the employer as though it has been given by the Engineer provided always as follows:

- a. Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such works or materials and to order the pulling down, removal or breaking thereof.

b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer, who shall there upon confirm, reverse or vary such decision as the case may be.

47.0. PROGRAMME AND PROGRESS OF ERECTION:

The successful tenderer shall furnish at the beginning of each month, three copies of program of work for the month and the progress of erection during the previous month. Bar chart shall be furnished by the successful tenderers immediately on receipt of contract for material supply and work portion.

48.0. POWER TO RECOVER DUES TO TANGEDCO:

In every case in which provision is made for recovery of money from the tenderer, TANGEDCO shall be entitled to retain or deduct the amount thereof from any money that may be due or become due to the tenderer under these contract and/ or any other contract or contracts or any other account whatsoever.

49.0. DEDUCTIONS FROM CONTRACT PRICE:

All cost, damages or expenses which the TANGEDCO may have paid for which under the contract the tenderer is liable, will be deducted by the TANGEDCO from any money due or becoming due by him to the tenderer under the contract or may be recovered by action of law or otherwise from the tenderer.

50.0. INTEREST ON MONEY DUE TO THE TENDERER:

No omission by the Engineer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the tenderer be entitled to interest upon any balance which may on the final settlement of his accounts be found due to him.

51. PROGRESS OF WORK:

51.1 If it is found that the progress of works is not commensurate with the programme of completion, TANGEDCO will be entitled to terminate the

contract in part or full giving 15 days' notice and get the balance works completed departmentally or through other agencies at tenderer's cost and risk.

51.2. The Contractor shall furnish to the TANGEDCO a BAR/PERT chart relating to the work concerned, within fortnight from the receipt of Letter of Intent.

51.3. He shall also furnish fortnightly progress reports in triplicate on the last day of work concerned. (i) Item of work, (ii) Schedule of progress for the month, (iii) Actual progress, (iv) Reasons for shortfall, if any, (v) steps taken to meet the short fall.

52. TAXES AND DUTIES AND STATUTORY LEVIES:

52.1. Goods and Services Tax [GST]:

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

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

iii. Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria is set at Rs.10lakhs.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.20lakh/10Lakh 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.

GST Registration Number or GSTIN is 15 Digit identification numbers 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 represent check digit.

v. Transaction Value: The value of a 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. Sec15 (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.

vi. Composition Scheme: Composition scheme specifies that registered person whose turnover in the preceding financial year is below certain specified limit (Currently ₹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, 2017states 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.

vii. 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 the 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 where the goods or services or the 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.

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

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

52.3 INCOME TAX

Income tax will be recovered from the contractors every running bill at the prevailing rate of tax in force with amendments issued from time to time as per the Income tax Act.

53. SUB LETTING

No part of the contract shall be sublet without prior written permission of the Chief Engineer nor shall transfer to made by Power of attorney authorizing others, to receive payment on CONTRACTOR's behalf.

In case of the CONTRACTOR engaging contract labourers with the prior approval mentioned above in writing, the following should be strictly adhered to.

- a. The CONTRACTOR should fulfill strictly all the conditions as stipulated In the contract labour (Regulation and abolition) Act, 1970 and the rules made there under.
- b. The CONTRACTOR should take out a license at his cost, under section12 of the above said act within the specified period as mentioned by the Management/ Principal employer at the time of awarding the contract.

54.0. INCOME TAX RECOVERY:

As per the standing instruction of the Government of India on the deduction of Income Tax at source, recovery towards Income Tax of the values of the work done will be made from relevant bills. The tenderer should also furnish PAN number.

55.0. COMPLIANCE WITH REGULATIONS:

- 55.1. Unless otherwise specified, works shall be carried out in accordance with the Indian Electricity Act 1910, Indian Electricity Rules or any revisions thereof, which may be issued during the currency of the contract and the

requirements of any other Regulations and Acts in India to which the TANGEDCO may be subjected to.

55.2. All railway tracks, communication line or other important track crossing and routing the line through Air field region shall conform to the relevant rules and procedures as may be laid down by Railway, Communications, Aviation or other concerned authorities from time to time.

55.3. Aviation signals will have to be provided at the top of the tower in the vicinity of civil and military aerodromes or airfield regions, if any. Similar provisions will have to be made on the special river crossing towers.

56.0. PERMITS AND PRIORITIES:

The Contractor shall himself arrange for permits required for the operation of the vehicles used in construction works. No extension shall however, be admissible to the Contractor in the completion schedule for the erections of works if such permits or priorities are not granted.

57.0. ACCOUNTING OF SURPLUS MATERIALS:

On completion of the works, all surplus materials for which payments have been made by the TANGEDCO shall be handed over to the Engineer at the TANGEDCO's stores at the cost of the Contractor. If the materials are not returned and/or in the opinion of the Executive Engineer in-charge of the work, not in a fit condition for use, they will be treated as sold to the Contractor at the rate equal to the Stores issue rate plus 10 percentage charges or at the prevailing market rates plus incidental charges, whichever is higher and recoveries made accordingly.

58.0. USE OF ROADS:

The Contractor shall make his own arrangements for obtaining permission for using private roads, pathway etc. in connection with the construction work.

59.0. WASTAGE AND LOSSES:

No claims towards wastage and losses of materials during execution will be allowed.

60.0. CONTRACTOR'S REPRESENTATIVE AND WORKMAN:

- 60.1. Contractor shall employ Engineers whose names shall have previously been communicated in writing to the TANGEDCO Engineer by the Contractor, to supervise the erection of the plant and the carrying out the works. The said representative or if more than one shall be employed, then one of such representatives, shall be present at the site during working hours, and any written request/letter given to the authorized said representative of the Contractor, shall be deemed to have been given to the Contractor.
- 60.2. The Engineer shall be at liberty to object to any representative or persons employed by the Contractor in the execution or otherwise about the works who shall misconduct himself or be incompetent or negligent, and the Contractor shall remove the person so objected to, upon receipt of notice, in writing from the Engineer requiring him to do so, and shall provide in his place, a competent representative or persons at the Contractor's expense and to the satisfaction of the Engineer.

61.0. EMPLOYMENT OF PROFESSIONALLY QUALIFIED PERSONNEL

The Contractor should see that one B.E., / Electrical or equivalent Engineering Degrees with 3 years experience or retired Assistant Engineers /Assistant Executive Engineers/Electrical of E.Bs, PWDs or other Engineering Departments respectively are always at site of the work during working hours personally checking all items of work and paying extra attention to such works as may demand special attention e.g. availing line clears, reinforced concrete works etc. In addition, Diploma holders in Electrical shall be available at site.

An amount of Rs.20,000/- per month per person for Graduate Engineers and Rs.15,000/- per month per person for Diploma Holders will be recovered as penalty for non-employment of technical personnel specified above.

62.0. EMPLOYMENT OF EX-SERVICEMEN:

Attention of the TENDERER is invited to the Public Works Department G.O.Ms.No.2385, dt.13.09.1945 or any other latest orders of the

Government according to which the CONTRACTOR must offer employment to Ex-Servicemen as far as possible at local rates and a report shall be sent to the SITE ENGINEER for his reference.

The number of Ex-servicemen to whom he can so offer employment should be mentioned in the tender and he should also undertake in the agreement to offer such employment to such number.

Suitable Clauses in the final agreement will be inserted to this effect.

63.0. TOOLS AND PLANTS FOR THE EXECUTION OF THE CONTRACT:

All tools and plant, equipment and tackle, compressors etc., required for the complete and satisfactory execution of the contract shall be arranged for by the Contractor at his own cost.

64.0. MATERIALS BROUGHT TO THE SITE OF WORKS:

All materials, tools and tackle brought to be delivered at the site for the purpose of the work shall from the time of their being so brought vest in and be the property of TANGEDCO but may be used for the purpose of the work but for that purpose only and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the engineer but the contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof or damage thereto unless resulting from causes beyond the Contractor's control.

The TANGEDCO shall have lieu of such materials, tools and tackle etc. for any sum or sums which may at any time prior to the completion of the works be due or owing to him by the Contractor in respect of or by reason of the contract and shall be at liberty to sell and dispose of any such materials, tools and tackles etc. for any sum which may at any time prior to the completion of the works be so due or owing to him by the Contractor, in respect of or by reason of the Contractor and in such manner as he thinks fit and to apply the proceeds in or towards the satisfaction of such sum or sums so due, for owing as aforesaid but subject to lien and power of sale and disposal, such surplus materials tools and

tackle shall belong to the Contractor and may be removed and disposed of by him as he shall think fit.

65.0. CONTRACTOR TO KEEP INVENTORY OF PLANTS ETC:

The Contractor shall prepare and maintain an inventory of all materials, temporary rolling stock, tools, plant purchased or hired or use of employment for any of the purposes of this contract and such inventory or a copy there of shall at all times be available for inspection by the Engineer. On the completion of the contract all such materials, rolling stock and plant as shall have been hired shall be removed forthwith by the Contractor and returned to the parties from whom the same have been hired.

66.0. LIABILITY FOR ACCIDENTS TO PERSONS:

66.1. The Contractor shall indemnify and save harm to the TANGEDCO against all actions, suits, claims, demands, cost or expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over by person employed by the Contractor or his sub-Contractor on the works whether under the General Law or under the Workers Compensation Act 1923 or any other statute in force at the date of the contract dealing with question of liability of employer for injuries suffered by employees and have taken steps properly to insure against any claims there under. Contractor should take insurance cover to all his workmen for injuries, disablement and death. All compensation against workmen's compensation act should be settled by the Contractor.

66.2. On the occurrence of an accident which results in the death of the workmen employed by the Contractor or which is due to the contract work and of so serious as to be likely to result in the death of any such workman, the Contractor shall within 24 hours of happening of such accident intimate in writing to the concerned Engineer and such Officers required by the provision of the Workmen's Compensation Act, the fact of such accident. The Contractor shall indemnify the TANGEDCO against all loss or damage sustained by the TANGEDCO resulting directly or indirectly from his failure to give information in the manner aforesaid including the

penalties or fines if any payable by the TANGEDCO as a consequence of the TANGEDCO's failure to give notice under the Workmen's Compensation Act or otherwise conform to the provisions of the said act in regard to such accident.

- 66.3. In the event of any claim being made, or action brought against the TANGEDCO involving the contractor and arising out of the matters referred to and in respect of which the Contractor is liable under the clause the Contractor shall be immediately notified thereof, and he shall with the assistance, if so required, of the TANGEDCO but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such cases the TANGEDCO shall at the expenses of the Contractor afford all available assistance for any such purpose.
- 66.4. In the event of an accident in respect of which compensation may become payable under Workmen's Compensation Act VIII of 1923 and any subsequent amendment thereof, whether by the Contractor or by the TANGEDCO, as principle it shall be lawful for the Engineer to retain out of moneys due and payable to the Contractor such sum or such sums of money as may be in the opinion of the said Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under this Clause and will not be subject to any claim.
- 66.5. Liability for damage or loss to third party including inspection officers due to act of the contractor or by his sub-contractor connected with the execution of this contract shall be fully borne by the contractor. The contractor shall maintain such detailed records to furnish information regarding engagement and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the workmen's compensation act. All cases of accidents or injuries shall be reported to the engineer with all full details required for the settlement under the workmen's compensation act. The contractor should report about all accidents within 24 hours to the engineer of the TANGEDCO in the preliminary accident form. He should furnish other

particulars such as medical certificates, wage particulars, fitness certificates, and proof of having paid the compensation fixed by the TANGEDCO etc in the due course without delay.

67.0. LIABILITY FOR DAMAGE TO WORKS AND PLANTS:

- 67.1. The Contractor during the progress of the work shall take every reasonable, proper, timely and useful precaution against accident or injury to the workmen from any cause and shall remain answerable and liable for all the accidents or injuries thereto which until the same, or be occasioned by the acts of omissions of the Contractor or his workmen or his sub-contractors and all losses and damages to the works as aforesaid, shall be made in the most complete and substantial manner by and at the sole cost of the Contractor and to the reasonable satisfaction of the Engineer. Should such loss or damage happen to units of works or plant or materials falling outside the scope of this Contract and due to the lapses of the Contractor, these shall be replaced or compensated for by the Contractor to the satisfaction of the Engineer.
- 67.2. In the case of loss or damage to any portion of the work occasioned by the causes, the same shall, if required by the TANGEDCO, be made good by the Contractor in like manner but at the cost of the TANGEDCO at a price to be agreed between the Contractor and the TANGEDCO and the TANGEDCO shall pay to the Contractor the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.
- 67.3. Until the work shall be or deemed to be taken over as aforesaid, the Contractor shall also be liable for and shall indemnify, the TANGEDCO in respect of all damage or injury to any person or to any property of the TANGEDCO or other occasioned by the act of the Contractor or his workmen or his sub-contractors or by defective design, work or materials but not due to cause beyond his reasonable control.
- 67.4. Provided that the Contractor shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the TANGEDCO not already provided for in the contract, not for any damage or

injury caused by or arising from the acts of the TANGEDCO or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the Contractor has not control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

68.0. DISPUTE PREVENTION:

In order to prevent disputes from arising (either before the commencement, during the progress or after the completion of the works by the Contractor or after entry on and taking possession of the works by the TANGEDCO rightly or wrongly or after the abandonment of the works by the Contractor) as to any and every claim by the Contractor whether arising, under or out of the Contract or from the breach or alleged breach thereof or in any way incidental thereto, or connected therewith, or not herein provided for, including without limiting the generality of the foregoing provisions, question as the quality, quantity and kind of materials, labour, supervisions, workmanship, plant and temporary works, the order of the works and the several parts thereof, the prescribed or extended times (if any) for completion of the works, the measurement and valuations of the works, and materials, and all additional, altered, modified, substituted or omitted works and certificates or satisfaction and for payment and as to all other matters and things in the contract documents left to or dependent, on the decision, opinion, order, direction, requisition and or certificate of the Engineer, his measurement, valuation, decision shall be final and binding on the Contractor and the TANGEDCO (fraud or fraud and collusion only excepted) and the TANGEDCO shall not liable in respect of any claim by the Contractor in respect of any of the matters or things aforesaid unless and until the liability of the TANGEDCO and the amount of such liability in respect of the claim shall have been certified by the Engineer, whose certificate shall be a condition precedent to any liability of the TANGEDCO or any right of action against the TANGEDCO in respect of such.

69.0. DETAILS CONFIDENTIAL:

- 69.1. The Contractor shall treat the specifications, contract document etc., as confidential.
- 69.2. The materials and services covered under these specifications shall be performed as per requirements of the relevant standards referred herein after against each of equipment and services.
- 69.3. No extension of time for services to be rendered including procurement of necessary materials granted to the Contractor shall affect or prejudice the right of the TANGEDCO against the payment of which he is bound to indemnify to the TANGEDCO. Extension of time will be given if the delay is on the account of TANGEDCO.

70.0. INSURANCES:

The Contractor at his own cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amount to protect the interests and the interest of Owner (TANGEDCO), against all risks. Any loss or damage to the materials during supply, handling, transporting, storage and erection, till such time the plant is taken over by the Owner shall be to the account of the Contractor. The Contractor shall be responsible for lodging all claims and make good for the damage or loss by way or repairs and/or renewals or replacement of the portion of works damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of contract (Copy of insurance certificate to be produced before commencement of work / Transport to Superintending Engineer / Tuticorin EDC).

71.0. SECURITY:

The Contractor shall have total responsibility for all materials in his custody stored, loose, semi assembled and/or erected by him at site. The contractor shall make suitable security arrangements to ensure the protection of all materials and works from theft, fire, pilferage and any other damage or loss. All materials of the Contractor shall enter and leave the work site only with the written permission of the Engineer in the

prescribed manner. It shall be the responsibility of the Contractor to arrange for the security till the works are finally taken over by the Engineer.

72.0. ELECTRICAL SAFETY REGULATIONS:

No work shall be carried out on any live equipment/material. The Engineer must make the equipment/material safe and a permit to work issued before any work is carried out. The contractor shall employ the necessary number of qualified, full time electricians to maintain his temporary electrical installation, wherever necessary.

73.0. CO-ORDINATION MEETINGS:

73.1. Co-ordination meetings between the Engineer and the Contractor shall be held to monitor the progress of works.

73.2. The Contractor will also be called upon to attend to design co-ordination meetings with Engineers, other Contractors and consultants of the owner during the period of contract. The Contractor shall attend all such meetings at his own cost as and when required and fully co-operate with the Engineer/owner and other agencies involved during these discussions.

74.0. CONSTRUCTION MATERIALS:

The tenderer has to verify the quarries and availability of materials himself personally about quality and quantity required for the work. It is the responsibility of the tenderer to arrange for the best class of materials as per ISS.

75.0. EMPLOYEES PROVIDENT FUND:-

75.1. The contractor who desires to take up works contracts for TANGEDCO is requested to comply with all the relevant provisions in EPF & MP Act 1952.

75.2. The contractor should have taken separate EPF main code number.

75.3. The contractor shall be responsible for the payment of necessary EPF contribution Both Employers and Employees contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.

75.4. If the contractor fails to fulfil any of the statutory provisions of the EPF & MP Act and consequently it happens that TANGEDCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principle Employer, TANGEDCO shall make good such requirements out of the money due and payable to the said contractor and further the performance of the said contractor in this regard will be noted for all future contracts of TANGEDCO.

NOTE: The bidder should furnish the EPF main code number and a copy of EPF Registration certificate with the bid.

76.0 EMPLOYEES STATE INSURANCE ACT 1948:

76.1. The contractor should have taken separate ESI main code number

76.2. The contractor shall be responsible for the payment of necessary ESI contributions-both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.

76.3. The contractor shall produce the proof of payment of contributions – both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.

76.4. The contractor shall be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work.

76.5 If the contractor fails to fulfils any of the statutory provisions of the ESI & MP Act and consequently it happens that TANGEDCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity Principle Employer, TANGEDCO shall make good such requirements out of the money due and payable to the said contractor and further the performance of the said contractor in this regard will be noted for all future contracts of TANGEDCO.

All the statutory liabilities towards ESI & EPF are to the contractor's account and such liabilities are not to TANGEDCO's account

An undertaking as specified in Schedule should also be obtained from the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills

77. LABOUR LICENSE:-

The Contract Labour (Regulation & Abolition) Act 1970 & Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983.

- a) The Contractor who desires to take up works contracts for TANGEDCO should deploy 20 or more workmen on a day of emergency (or) in necessity.
- b) The Contractors shall comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO from all and against any claims under the aforesaid Act and the Rules.
- c) The contractors should also submit the copy of the labour license before executing the works.
- d) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO from all and against any claims under the aforesaid Act and the Rules.
- e) The contractors should also submit the copy of the migrant labour license before executing the works.

SECTION – VI

TECHNICAL SPECIFICATIONS

1. SPECIFICATIONS DRAWINGS AND SCHEDULE OF QUANTITIES:

1.1. The tenderer shall carefully study the TANGEDCO's Specification with Addendum, Tamil Nadu Building Practice, the standard Preliminary specification contained therein and the relevant Indian Standard Specifications relating to the works while tendering his rates. He shall also carefully study the drawing and additional specification and all the documents which form part of the agreement to be entered in to by the accepted tenderer. The Madras detailed standard specification will be followed wherever applicable and for all this particulars not specifically covered by this specification, all the latest deviations as approved by the chairman, Chief Engineer and other officers of the Tamil Nadu Electricityboard, TANGEDCO as on date shall be given effect to whether the same are specifically stated here or not. Attention of the tenderer is invited to Public Works Department G.O.Ms.No.2395 dt.13.09.1945 according to which the contractor engaged on Government or public work must offer employment to Ex-servicemen as for as possible at local rates. The number of Ex-servicemen to whom he can so offer employment should be mentioned in the tender and he should also undertake in the agreement to offer such employment to such number, suitable clauses will be inserted in the agreement to this effect. The TNBP, the Indian Standard Specification, MDSS and other documents connected with the contract such as specifications, plans can be seen during, working hours on office day in the following offices:-

1. The Superintending Engineer / Tuticorin Electricity Distribution circle,
Tuticorin.

2. The Executive Engineer/ SCHEMES/ O/o the Chief Engineer/Distn./Tirunelveli.

1.2 Discrepancy between plans, specification, schedule, error, omission etc. should be referred to the Executive Engineer for clarification and the contractor will be held responsible for any errors that may occur in the execution of the work through neglect of this precaution.

2.1 SPECIFICATION DRAWING AND SCHEDULE OF QUANTITIES:

The tenderer shall examine closely the TANGEDCO's specification with addition to the Madras Detailed standard specification and the Indian standard specification while tendering his rates which shall be for finished work in site. He shall also carefully study the additional specifications and all the documents which form part of the Agreement to be entered into by the accepted tenderer.

3. DISCREPANCY BETWEEN PLANS SPECIFICATION SCHEDULE ETC.:

- 3.1 In case of any discrepancy between the specification and drawing or the schedule of quantities or error or omission if any of them reference must be made to the Executive Engineer for an explanation and the contractor will be held responsible for any error that may occur in the execution of the work through neglect of this specification.
- 3.2 Every tenderer is expected to study the specification and layout and the drawing and inspect the site of the proposed works and quarry before quoting his rates. Each tenderer should satisfy himself about the quality and availability of materials according to specification and also the lead involved.
- 3.3 No ambiguous clause, which may put the TANGEDCO to undertaking commitments, will be entertained.
- 3.4 The TANGEDCO will not pay to the contractor any extra rate due to omission of lead or any other reasons, in case the contractor found later to have misjudged the materials available. Attention of the contractor is directed to standard preliminary specification regarding payment or seigniorage, tools etc.
- 3.5 The I.S.S. and Tamil Nadu Building practice will be followed for the performance of the contract wherever applicable and for all particulars specifically covered by this specification. The tenderer's particular attention is invited for the sections and clauses in the standard preliminary specification of I.S.S. dealing with the following items.
 - i) Test inspection and rejection or defective materials work.
 - ii) Carriage
 - iii) Construction plant

- iv) Water and lighting
- v) Clearing up during progress and for delivery
- vi) Accidents
- vii) Delays
- viii) Particulars of payment

4. CONTRACTORS RESPONSIBILITIES IN RESPECT OF ISSUE OF MATERIALS:

- 4.1 The contractor shall be responsible for the materials issued for use in the works and shall use them only for the purpose of the contract. Any materials that is not actually used on the authorized work shall be correctly returned to the TANGEDCO.
- 4.2 Deducting for damage loss will be made from payment due to the contractor at Book value including conveyance charges plus 10% centage charges or market value plus 10% whichever is higher. The decision of the Engineer in charge of the work in such matter will be final.

5. STEEL MATERIALS:

The contractor has to make his own arrangements for procurement of steel of required specification. The quality control measures to be adopted for cement in TANGEDCO to ensure qualities stated above are applicable for steel materials also as per relevant Indian standards. High strength deformed steel bars confirming to IS 1786 with characteristic strength of **415 N/mm²**

6. BREAK DOWN OF MACHINERY ETC.

The contractor shall not claim for suspension of work due to short supply of materials, breakdown of machinery or any other cause.

7. WATER SUPPLY:

Water for works will be spared to the contractor to the extent feasible, at Rs.1.50 per 1000 litres, only if available in the work site, otherwise the contractor will have to arrange for the transport of water, required for the work to the work site at his own cost. The water for works shall be free from organic

matter, salts or other substances likely to interfere with the setting of mortar otherwise prove harmful to the WORK.

8. WASTE MATERIALS:

All waste and rejected materials as decided by the site Engineer should be cleared out of the compound at contractor's cost and should keep the site always clean during progress of work.

9.1 Materials and workmanship.

The Tenderer's attention is directed to the requirements for materials under the clause of Materials and workmanship in the TANGEDCO's specification/Indian standard Specification. Materials conforming to the TANGEDCO's specification Tamil Nadu Practice and Indian Standard specification shall be used on the work.

9.2 SITUATIONS

The works covered by this specification is 33/11 KV Thatthanallur Substation and reddyarpatti sub stations in Tirunelveli Corporation limit. The exact location will be shown by the Engineer in charge.

9.3 Samples of materials:

Samples of materials as called for in the standard specification or in this tender notice or as required by the Superintending Engineer or Executive Engineer or Assistant Executive Engineer/Assistant engineer in charge of the works shall be submitted to the Executive Engineer for approval before the supply to the site of work is began.

9.4. Reports:

The contractors should submit the daily report of the work showing the details of labour out-turn etc., to the Assistant Executive Engineer in charge marking a copy to the Assistant Engineer/ Junior Engineer concerned.

10.QUALITY OF WORK:

It must be specially noted that this work must be done in the best workman ship manner.

11. TERMINATION OF CONTRACT FOR BAD QUALITY OF WORK:

If the contractor is found not exercising adequate care to ensure standard quality workmanship, he will be warned in writing by the Executive Engineer.

If he does not improve in spite of written warning, his contract will be terminated and the Earnest Money Deposit will be forfeited.

12. EMPLOYMENT OF PROFESSIONALLY QUALIFIED PERSONNEL

The tenderers who are themselves not professionally qualified shall undertake to employ qualified technical men at their cost to look after the work. The tenderer should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the TANGEDCO for the works, in case the selected tenderer is professionally qualified or has undertaken to employ technical men under him he should see that one of the technically qualified men is always at site of the work during working hours personally checking all items of work and paying extra attention to such work as may demand special attention ex. reinforced concrete works etc.,

13. STEEL:-

All the steel required for the works shall be procured conforming to the relevant IS and delivered at site by the contractor as required by the field Engineer.

The Contractor shall procure Steel MS/RTS Rods conforming to ISS 2062 Grade A for MS Rods and ISS 1786/FE 415 Grade for RTS Rods for the works only from the reputed steel factories (Main producer or their authorized agents,). The quality control measures to be adopted for cement in T.N.E.B. is applicable for steel materials also as per relevant Indian Standards.

Approval Steel Vendors List

The list of approved sub- vendors for structural steel is listed below:

Sl No.	Sub- Vendor/ Brand Name
1	SAIL
2	TATA
3	JINDAL
4	RINL
5	ESSAR STEEL
6	JINDAL STEEL AND POWER LIMITED
7	JSW STEEL
8	TULSYAN NEC LIMITED
9	PRAKASH FERROUS INDUSTRIES PVT LTD, ANDHRA PRADESH (Thirumala)

Payment will be made only on LENGTH basis as measured at site and converted to weight by multiplying the length measured at site by the standard weights per meter length as per ISS table. TANGEDCO will not accept the cut bits available at site and contractor need not return them to TANGEDCO.

14. POWER CONNECTORS:-

1. The power connectors should conform to the relevant IS with the latest amendments.
2. All materials used shall conform to the relevant Indian Standards.
3. The aluminium alloys used in the manufacture of the connectors shall conform to the relevant IS with the latest amendments.
4. The bimetallic connector made from aluminium alloy wherever used for connecting equipment terminal made of copper or brass to ACSR casting shall be provided with bimetallic strip.
5. All bolts & nuts shall have hexagonal heads.

6. All bolts & nuts shall be of stainless steel conforming to the relevant IS with the latest amendments.
7. The design of clamp shall be to the requirement of the field Engineer.

15. SWITCH YARD ERECTION:-

1. For equipment interconnection the surfaces of equipment terminal aluminium tube, conductor and terminal clamps and connectors shall be properly cleaned. After cleaning the contacts, grease shall be applied on the contact surfaces of equipment terminal pad, aluminium tube/conductor & terminal clamps to avoid any air gap in between.
2. Subsequently bolts of the terminal pad / terminal connectors shall be tightened and the surfaces shall be cleaned properly after equipment inter connections.
3. All support insulators, circuit breakers, interrupters and other fragile equipment shall preferably handle with cranes having suitable booms and handling capacity. Handling of equipment shall be done strictly as per Manufacturer's/Supplier's instruction /instruction manual.

16. INSTALLATION OF CABLES:-

1. Cabling in the control room and switch yard shall be done on angles provided in the cable trench and should be laid neatly as per standard practice.
2. All cables from bay cable trench to equipments including all Interpol cable (Both power and control) for all equipments shall be laid in PVC pipe of minimum 50mm nominal outside diameter of class IV as per relevant IS with the latest amendments which shall be buried in the ground at a depth of 250mm below finish formation level. Separate PVC pipe shall be laid for control and power cables.
3. Control cable termination inside equipment enclosures shall have sufficient length so that changing termination in terminal blocks can be done without requiring any splicing.

17. EARTHING:-

1. The earth mat design shall be done by the contractor as per the relevant IEEE with the latest amendments. The main earth mat shall be laid in the switch yard area in accordance with the approved drawings.
2. Earthing and lightning protection system installation shall be in strict accordance with the latest editions of Indian electricity rules, relevant Indian standards and codes of practice and regulations existing in the locality where the system is installed.
3. Code of practice for earthing – Relevant IS with the latest amendments.
4. Indian electricity rules with latest amendments.
5. National electricity safety code IEEE with latest amendments.

18. G.I BOLTS AND NUTS:-

1. The Bolts & Nuts should be strictly supplied confirming to the relevant IS with the latest amendments.
2. The Bolt and Nut should be hot dip galvanized.
3. The bolt's heads shall be neatly finished and free from fins, scales and other defects. The threads of nut shall not be torn or rubbed and shall be of proper contour, bolts and nuts shall be completely inter-changeable. The bolts and nuts shall be hot dip galvanized in accordance with the requirements of the relevant IS with the latest amendments. The uniformity of zinc coating shall be as per the relevant IS with the latest amendments.

Signature of Contractor

SECTION VII.

AMENITIES TO BE ARRANGED

(Applicable to all cases of works other than those relating to roads, channels and canals where a minimum of fifty labours are employed)

(Rate for the provision or health and sanitary arrangements for works.)

The contractors special attention is invited to general condition of contract and appendices vide section IX of the Tamil Nadu Building practice and he is requested to provide at his own expenses the following amenities to the satisfaction of the Executive Engineer.

1. FIRTAID:-

At the work site there shall be maintained in readily accessible place, first aid appliance and medicine including an adequate supply of sterilized dressing sterilized cotton-wool. The appliance shall be kept in good order. They shall be placed under the charges of responsible person who shall be readily available during working hours.

2. DRINKING WATER:

- a. Water of good quality for drinking purpose shall be provided for the workers on a scale of not less than five litres per head per day.
- b. Where drinking water is obtained from an intermittent Public water supply each worksite shall be provided with a storage tank where such drinking water shall be stored.
- c. Every water supply storage shall be at a distance of not less than 12 meters from any latrine drain or other source of pollutions. Where water has to be drawn from an existing well which such proximity of any latrine drain or other source of pollution the well shall be properly chlorinated before water is drawn from it for drinking
- d. All such wells shall be entirely closed in and be provided with a trap which shall be dust and waterproof. The trap shall be kept locked and opened only for inspection of being which shall be done at least once a month
- e. A reliable pump shall be fitted to each well.

3.WASHING AND BATHING PLACES:

Adequate washing and bathing place shall be provided separately for men and women such places shall be kept clean and well drained. Bathing or washing should not be allowed in or near any drinking water well.

4. LATRINES AND URINALS:

There shall be provided within the precincts of every worksite, latrines and urinals at an accessible place and accommodated separately. Each of them shall be on the following scale or on the scale so directed by the Executive Engineer in any particulars case.

SEATS:

- I. Where the Number of persons employed does not exceed 50 – 2 seats
- II. Where the number of persons employed exceeds 50 but does not exceeds 100- 3 seats
- III. For every additional 100 – 3 seats
- IV. If woman are employed separate latrines and urinals screened from those of men, shall be provided on the same scale.
- V. Except in worksites provided with water flushed latrines connected with a waterborne sewage systems, all latrines shall be provided with receptacles on dry earth systems shall be cleaned atleast four time daily and atleast twice during working hours and kept in a strictly condition. The receptacles shall be tarred inside and outside atleast once a year.
- VI. The excrete from the latrines shall be disposed of at the contractor's expenses in our way pits approved by the local public health authority. The contractor's shall also employ adequate number of scavenger's and conservancy staff to keep the latrines and urinals in a clean condition.

5.SHELTERS DURING REST:-

At the worksite there shall be provided free of cost to suitable sheds, one for meals and the other for rest for the use of workers.

6. CRECHES:-

At every worksite at which 50 or more women are ordinarily employed there shall be provided two huts of suitable size for the use of children under the age of 6 years belonging to such women. One hut shall be used for infant game on play and other as their bedrooms. The hut shall not be constructed on standard lower than the following.

a. Thatched roofs

b. Mudfloor sand walls

c. Planks spread over the mud floor and covered with matting. The use of the huts shall be restricted to childrens and their attendants and mother of the children.

7. CANTEENS:-

Cooked food canteen on a moderate scale shall be provided for the benefits of workers if it is considered expedient.

8. SHED FOR WORKERS:-

The contractors would provide at his own expenses sheds for housing the workers. The sheds shall be on a standard not less than the cheap shelter type to live which the workers in a locality are accustomed. A floor area of about 1.8 m x 1.8 m for a person shall be provided. The sheds are to be in rows with 1.5m clear space, between roofs if conditions permit. The work's camp shall be laid out units of 400 persons, such unit to have clear space of 12 m on each side.

NOTE:-

In case when alternative facilities exist regard to the amenities mentioned in rule 1 to 8 of the relevant rules should be scored out with duly attestation at the time of taking the agreement.

Signature of the Contractor.

SECTION – VIII – FORMATS

ANNEXURE -I

CHECKLIST FOR SCHEDULE OF PRICES, COMMERCIAL TERMS, REQUIRED QUANTITY AND SCHEDULE OF WORKS

Sl.No	(a) NAME OF WORK	
1	Whether agreeing to the stipulated payment terms of the Board.	
2	Whether agreeing to the stipulated liquidated damages clause of the Board.	
3	Whether agreeing to the stipulated security deposit clause of the Board.	
4	Whether agreeing to the stipulated Guarantee period.	
5	Whether agreeing to the stipulated validity period.	
6	Whether the firm is a black listed as indicated in the specification.	
7	Whether the price quoted is for the WORKS as specified in Technical Specification	
	PRICES OFFERED	As per BOQ
8	Unit Ex-works price	Unit Price Only Quoted In Online
9	GST Percentage	

SPECIAL NOTE: In case of failure of execution of works after acceptance, the difference in the prices agreed to and the higher rate at which the works are to be awarded from other contractors shall be recovered.

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

DATE:

SIGNATURE OF THE TENDERER

PLACE:

NAME:

STATUS IN THE COMPANY:

(AFFIX SEAL OF THE COMPANY)

NOTE: Rates quoted shall be both in words & figures

ANNEXURE-II

CHECK LIST FOR BID QUALIFICATION

(TO BE KEPT IN THE ENVELOPE-A “COMMERCIAL AND TECHNICAL BID)

Sl.No	Particulars	Bidder's response
1.	Name and Address of the Firm/Company	
2.	Address of the Registered office, Phone Nos. etc	
3.	Address of the Factory/Works, Phone Nos. etc.	
4.	Fax No. for correspondence	
5.	(a) Confirm whether the tenderer has supplied of the tendered material (b) If yes, whether documentary evidence is enclosed	Yes/No
6.	Whether the copies of orders executed by the bidder in respect of works tendered to State Electricity TANGEDCO / State Transmission Utilities / Central Power Utilities enclosed.	Yes/No
7.	Whether performance certificates from the end users	Yes/No
8.	Annual Turnover of the Bidder for the last three years	
9.	a) Whether documentary evidence produced for the Turnover. b) If so, whether certificate from Chartered copies of audited annual statement of accounts furnished	Yes/No
10.	Whether GST ,EPF & ESI registration certificates are enclosed	Yes/No

DATE:

SIGNATURE OF THE TENDERER

PLACE:

NAME:

STATUS IN THE COMPANY:

(AFFIX SEAL OF THE COMPANY)

ANNEXURE-III

**CHECKLIST FOR COMMERCIAL TERMS (TO BE KEPT IN THE ENVELOPE-“A”
COMMERCIAL AND TECHNICAL BIDS)**

Sl.N	Particulars	Bidder's response
1.	EARNEST MONEY DEPOSIT: (i) Amount (ii) Mode of payment	Rs. /- As per specifications
2.	Whether the offer is valid for a period of 180(One hundred and eighty) days from the date of opening of commercial/Technical bids(Envelope-A)	Yes/No
3.	PRICE: i) Whether quoted firm price valid for the entire contract period ii) Whether the quoted price contain the following break up price a) Unit price b) GST (Percentage and amount)	Yes/No Yes/No Yes/No
	iii) Whether the tenderer is agreeable in case of delayed completion of work, the GST prevailing on the date of actual delivery or the GST applicable on the date of contractual delivery date whichever less shall only be payable.	Yes/No
4.	Whether the tenderer is agreeable for the following clauses specified under Section V of the specification. i) Payment terms ii) Security Deposit cum Performance Guarantee iii) Completion Period iv) Liquidated damages v) Guarantee vi) Jurisdiction for Legal Proceedings	Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No
5.	Whether tenderers furnished their Permanent Account Number (PAN)/ EPF & ESI main code number in their offer.	Yes/No

DATE :
PLACE :

SIGNATURE OF THE TENDERER
NAME:
STATUS IN THE COMPANY:
(AFFIX SEAL OF THE COMPANY)

SECTION - VIII - FORMATS

SCHEDULE-B

DEVIATION FROM COMMERCIAL SPECIFICATION

All deviations from the specification shall be filled in by the Tenderer,
Clause by Clause, in the Schedule.

SECTION NO.	CLAUSE NO.	DEVIATION

The Tenderer hereby certifies that the above-mentioned are the only deviations from the Commercial Specification and the Tender conforms to the Specification in all other respects.

PLACE:

SIGNATURE:

DATE:

DESIGNATION:

COMPANY SEAL:

SCHEDULE-C

DEVIATION FROM TECHNICAL SPECIFICATION

All deviations from the specification shall be filled in by the Tenderer, Clause by Clause, in the Schedule.

SECTIONNO.	CLAUSENO.	DEVIATION

The Tenderer hereby certifies that the above mentioned are the only deviations from the Technical Specification and the Tender conforms to the Specification in all other respects.

PLACE:

SIGNATURE:

DATE:

DESIGNATION:

COMPANY SEAL:

SCHEDULE- D
EXPERIENCE CERTIFICATES

Sl no	Name of the work	Period of work	Particulars of work done

Note: Under Co.4 State briefly nature of work done,viz, Building Masonry, cable duct, plinth and structure concrete, Bore well with watering arrangements, fencing, filling etc.,

Signature of the Contractor.

SCHEDULE – E

Specification No. CE/D/TIN /EE/SCH/AEE/WET-04/2023-24

UNDERTAKING IN LIEU OF PAYMENT OF E.M.D

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

(To be signed in all pages)

THIS DEED OF UNDERTAKING EXECUTED AT-----ON THIS THE-----DAY OF-----TWO THOUSAND TWENTY THREE BY M/S-----a company registered under Companies Act 1956 hereafter 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 Limited(TANGEDCO), a Body Corporate constituted under the Electricity (Supply) Act, 2003 having its office at Anna Building Maharajanagar, Tirunelveli 627001, herein called the “ TANGEDCO” (which expression shall where the context so admits mean and include its successors in office and Assigns).

WHEREAS the tenderer is required to pay Earnest Money Deposit of Rs-- -----(Rupees-----) for participation in the tender for supply of-----in terms of specification No-----

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

AND WHEREAS the tenderer has requested the TANGEDCO to accept an undertaking in lieu of payment in cash of the E.M.D.

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 of non-fulfillment of the conditions stipulated in the Tender specification of 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 undertakes 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:

i) If he withdraws his tender or backs out after acceptance of the or
fails to remit the security deposit.

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

iii) If he violates any of the conditions of the Tender specification
No..... dated

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING IS
SUCH that if the tenderer shall duly and faithfully observe and perform the
terms and conditions specified in terms of 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' hereinafter before used
shall include their respective successors and assign in office.

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

Signature

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY

In the presence of Witnesses:

1. Signature
Name & Address

2. Signature
Name & Address

SCHEDULE-F

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

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

This undertaking executed at.....on this.

..... (Date). (Month) Two Thousand and Twenty by M/s..... Registered under Companies Act, 1956 having its registered Office

at..... hereinafter called the contractor(which expression shall where the context so admits mean and include its successors in Office and in favour of Tamil Nadu Generation and Distribution Corporation Ltd,a body constituted under the Electricity (Supply) Act,1948, (CA LIV of 1948) having its registered Office at Anna Building Maharajanagar, Tirunelveli 627001hereinafter called the Purchaser(Which expression shall where the context so admits means and includes its successors in Office and assigns).

WHEREAS a contract for the work of.....

..... has been awarded in favour of the Contractor under the

Award LetterNo..... dated.....

AND WHEREAS in accordance with terms of the above mentioned Acceptance Letter No,the Contractor has to furnish an undertaking to the effect that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any Court other than in the High Court, Madras or District Court at.....or Sub-Court at or at the District Munsif Court at.....as the case may be.

IN CONSIDERATION of the TANGEDCO having agreed to accept the

undertaking the contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any Court, save in the High Court, Madras or District Court at.....or Sub-Court at..... Or at the District Munsif Court at.....

as the case may be. It is agreed that no other Court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in TamilNadu and rest within the jurisdiction of Courts outside the State of TamilNadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of TamilNadu and no other Court outside the State of TamilNadu shall have jurisdiction.

IN WITNESS WHEREOF

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

SIGNATURE:

DESIGNATION:

COMPANY SEAL:

DATE:

WITNESSES:

(Signature with Name & Address)

1.

2.

SCHEDULE-'G'

Employment of Ex. Servicemen and Ex. Today Tappers

Name of Work	No. of Ex. Service Men who Will be employed	No. of Ex. Toddy Tappers who will be employed

SIGNATURE OF TENDERER
PRESENT FULL ADDRESS.

SCHEDULE – H
DECLARATION FORM

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

To

The Chief Engineer (Distribution),
TANGEDCO,
Tirunelveli Region,
Tirunelveli- 11.

Dear Sir,

Having examined the above specification together with the accompanying schedules etc., we hereby offer to -----

1. We hereby guarantee the particulars entered in the schedules attached to the Specification.
2. In accordance with the Security cum Performance guarantee, we agree to furnish security cum performance in the form of DD/Bankers Cheque/Bank Guarantee to the extent of 5% of the order value (All-inclusive price) of each and every indent issued during the contract period till the expiry of the Guarantee.
3. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

Place : Signature :

Date : Designation :

Company Seal : Company :

SCHEDULE I

BANK GUARANTEE FOR COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

(In Non - Judicial - Rs.80/- Stamp Paper)

THIS DEED OF GUARANTEE made on this day of only by the Bank of..... (Branch name & address) (herein after called "the Bank") to and in favour the TANGEDCO, a company registered under companies Act, 1956 having its office at Anna Building Maharajanagar, Tirunelveli 627001, herein after called the " Corporation " (which expression shall where the context so admits mean and include the successors in office and assigns " having its Registered Office at Anna Salai, Chennai - 2 represented by the CHIEF ENGINEER / _____ / _____ / _____ (hereinafter referred as "TANGEDCO").

WHEREAS M/s (herein after called "The Contractor") has submitted his tender dated for the work of

AND WHEREAS in accordance with the terms of the tender, the contractor has to deposit a sum of Rs...../- (Rupees.....only) towards combined Security Deposit cum Performance Guarantee from a Nationalised Bank.

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

AND WHEREAS the Bank has at the request of the Contractor agreed to guarantee the payment of the said sum in case the contractor has not performed in accordance with the terms and conditions of the said tender documents

NOW THIS DEED WITNESSES AS FOLLOWS:

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

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs...../- (Rupees..... only)

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms

of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the TANGEDCO.

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

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

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

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

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

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

In the presence of witnesses:

1.
Bank

Signature with seal of the

2.

(Name in Block letters)

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

Chief Engineer(Distribution),
Tirunelveli region / Tirunelveli.

SCHEDULE J

UNDERTAKING TOWARDS EPF & ESI

(The undertaking should be submitted by the contractors in 80 rupees stamp paper for the respective works while claiming the part/final bills)

Nature of the Work:

Order No.:

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

Date:
Place:

Authorised signatory
(Contractor)
With seal