



**TAMIL NADU TRANSMISSION CORPORATION LIMITED
CHENNAI
TAMIL NADU**

**WORK CONTRACT FOR REFILLING, RECHARGING,
SERVICING AND TESTING OF EXISTING FIRE
EXTINGUISHERS AT 230KV KILPAUK SS, CHENNAI-10**

IN OPERATION CIRCLE/ NORTH/ CHENNAI

SPECIFICATION No: LT.NO: 02 /2023-24

DUE DATE: 26.06.2023

**OFFICE OF THE EXECUTIVE ENGINEER,
230KV KILPAUK SUBSTATION, NEW AVADI ROAD,
KILPAUK, CHENNAI-10.**

TANTRANSCO LTD

1	Tender Specification No.	EE/O/KILPAUK SS/ LT.NO.02 / 2023-24 dated: 12.06.2023.
2	Name of work	Refilling, Recharging, Servicing and Testing of Existing Fire Extinguishers at 230KV KILPAUK SS.
3	Nature of tender	Works Contract
4	Method of Tender	Limited Tender
5	(a) Earnest Money Deposit (EMD)	Rs.340/- (Rupees Three hundred and forty only) through Demand Draft (DD) / Bank Guarantee valid for one year in favour of the Superintending Engineer/Operation/North/ Chennai/ TANTRANSCO, payable at Chennai. Note: 1. Exemption based on Permanent EMD (PEMD) is not accepted. 2. Any other mode of EMD payment is not accepted.
6	Submission of Original EMD payment/EMD exemption , undertakings etc. documents	At the Office of the EXECUTIVE ENGINEER/OPERATION/ 230KV KILPAUK SUBSTATION, CHENNAI-600 010. Email:eeoklpk@tnebnet.org
7	Tender document Publication /Download start date	12.06.2023
8	Tender submission start date	12.06.2023
9	Tender document download end date and time	26.06.2023 @ 12:00 Hrs.
10	Tender submission end date and time	26.06.2023 @14:00 Hrs.
11	Date & time of opening of tender	26.06.2023 @15.00 Hrs.
12	Tender documents are available at	TANTRANSCO web site (www.tantransco.gov.in)
13	Clarification to be sought for from	EXECUTIVE ENGINEER/OPERATION/ 230KV KILPAUK SUBSTATION, CHENNAI-600 010. Email:eeoklpk@tnebnet.org
14	Place at which tenders will be Opened	Office of the EXECUTIVE ENGINEER/OPERATION/ 230KV KILPAUK SUBSTATION, CHENNAI-600 010. Email:eeoklpk@tnebnet.org

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

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SECTION – I

EARNEST MONEY DEPOSIT

1.1 Tenderer should pay the specified amount through Demand Draft/Bank Guarantee towards Earnest Money Deposit, as follows.

Earnest Money Deposit: **Rs.340/-** (Rupees three hundred and forty only).

1.2 Mode of Payment:

1.2.1 Demand draft:

The Earnest Money Deposit specified above shall be paid in the form of DEMAND DRAFT for the above amount, from any of the Nationalised banks payable at Chennai in favour of the "Superintending Engineer/ Operation/ North/Chennai/TANTRANSCO".

1.2.2 BANK GUARANTEE:

The Earnest Money Deposit specified above should be in the form of Irrevocable Bank Guarantee from nationalized bank. In case of irrevocable Bank Guarantee from nationalized bank, it should be a single Bank Guarantee valid for a period of one year. The format is enclosed in Schedule-G

1.2.3 The EMD will not carry any interest.

1.3 EXEMPTION OF EMD:

1.3.1 The MSME's which have filed Udyog Aadhaar Memorandum (UAM) and obtained UAN (Udyog Aadhaar Number) with registration certificate shall be exempted. The Small Scale Industrial units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation or the National Small Industries Corporation or Holding Acknowledgement issued for Entrepreneur Memorandum Part-II obtained from the District Industries Center in respect of those items for which the Registration Certificate/ Acknowledgement has been issued, Department of the Government of Tamil Nadu and Undertakings and Corporations owned by

Government of Tamil Nadu, Labour Contract Co-operative Societies, Tiny Industries classified under SSI registered with the State of Tamil Nadu and Registration Certificate issued by Department of Industries and Commerce/Government of Tamil Nadu, Small Scale Industrial Units located outside the State and such of these units registered with National Small Industries Corporation in respect of the items manufactured by them are the only categories of Institutions/Industries exempted from the payment of Earnest Money Deposit, Udyog Aadhaar Memorandum submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI units while participating in TANTRANSCO tenders.

1.3.2. Exemption from payment of EMD to Micro & Small Industries under MSME Act 2006 – Re classification of Enterprises by composite criteria – NOTIFICATION – Reg.

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.

- i) Composite Criteria:
A composite criterion of investment in Plant and Machinery or equipments and turnover has been specified to classify enterprises as Micro, Small and Medium. The composite criteria stipulated in the said notification are to be complied by the micro and small industries for claiming EMD exemption and purchase preference in TANTRANSCO tenders floated from 01.07.2020 onwards.
- ii) Classification of Enterprises:
An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely: --
* 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;

* 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

* A medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

iii). Calculation of Turnover:

In calculation of turnover of an enterprises, Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification. However, it is suggested to insist a certificate from Chartered Accountant, along with the bid from the bidders whose turnover includes export proceeds, for ascertaining the turnover achieved on export of goods or services or both and included in the total turnover.

iv). Calculation of Investment:

The Plant and Machinery shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings). The cost of certain items specified in the Explanation I to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery. The investment value in Plant and machinery for the purpose has to be certified by a Chartered accountant and the same is to be uploaded in the bid in case the bidder claims EMD exemption.

v). Registration of existing enterprises:

And purchase preference in TANTRANSCO tenders floated from 01.07.2020 onwards.

vi). Classification of Enterprises:

- All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.
- The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of March, 2022.
- An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

vii). Updation and transition period in classification:

- An enterprise having Udyam Registration Number shall update its information Online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self declaration basis.
- In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.
- In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

1.3.3. Those tenderers who are exempted from payment of EMD shall upload a scanned copy of an undertaking in lieu of EMD in a Non-judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only) in the form as per

Schedule-D to the effect to pay as penalty an amount equivalent to EMD or an amount equal to the loss incurred whichever is high 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, 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. The original proof (Undertaking in lieu of EMD) shall be furnished on or before opening of tender. The undertaking in respect of the value is to be furnished in lieu of EMD.

- 1.3.4. Those tenderer who are exempted from payment of EMD participating in TENDERS and not uploading THIS UNDERTAKING WILL BE rejected.
- 1.3.5. Small Scale Industries registered within the State of Tamil Nadu shall upload duly attested scanned copy of their Registration Certificate and Udyog Aadhaar Memorandum showing the subject materials specifying capacity which they are permitted to manufacture and the period of validity of the certificate as proof of eligibility for exemption from payment of EMD.
- 1.3.6. The prospective bidders shall upload the audited attested copy of Profit and Loss Account, Balance sheet with the value of Plant & Machinery, along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm.
- 1.3.7. All SSI / NSIC units shall upload the above audited /certified copy of Profit and Loss Account, Balance sheet with the investment value of Plant & Machinery, along with the proof for exemption from payment of EMD. If not furnished along with undertaking, the tenders will not be evaluated. In case the investment held by them in Plant and Machinery as per their financial statement of Accounts exceeds Rs.10 Crores, the General Manager, District Industries Centre concerned shall be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager, District Industries

Centre concerned the exemption from paying EMD for SSI units shall not be extended.

1.3.8. The instructions issued vide Exemption from payment of EMD to Micro & Small Industries under MSMED Act 2006 as given above in sub clause (1.3.2) must be taken into account for calculation of turnover and for investment in Plant and machinery for the purpose and the same has to be certified by the Chartered Accountant and the certificate may be uploaded.

1.3.9. Conditions for Liable for rejection of bids:

- TENDERS RECEIVED WITHOUT THIS UNDERTAKINGS as prescribed WILL BE DISQUALIFIED.
- Tender will be rejected if the undertaking is not signed/ authenticated in all pages of undertaking.
- Signature of 2 Nos. witnesses should be affixed at the end of undertaking along with details of name and address.
- The tenderers shall upload the scanned copy of audited attested copy of Profit and Loss account/ Balance Sheet along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD.
- Others viz. Central and other State Government Departments/Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit.

1.3.10. The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/Operation/North/Chennai after intimation of the rejection / non-acceptance of their tenders sent to them.

1.3.11. CHEQUE will not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

1.3.12. The Earnest Money Deposit made by the Tenderer will be forfeited with applicable GST if:

- He withdraws his tender or backs out after acceptance.

- He withdraws his tender before the expiry of validity period stipulated in the specification or fails to remit the Security deposit cum Performance.
- The tenderer violates any of the provisions of these regulations contained herein.
- The tenderer revises any of the terms quoted during the validity period.
- The tenderer produces bogus documents or if the documents contain false particulars.
- In the event of the document furnished with the offer being found to be bogus or the documents contain false particulars; the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders/contracts in TANTRANSCO/TANGEDCO.
- In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and the Purchase Order will be cancelled. The work award will be issued to L2 tenderer.
- The EMD received from the unsuccessful tenders will be refunded on finalization of tender and on getting application for refund along with pre-stamped receipt.

1.3.13. Apart from the above, TANTRANSCO has the right to adopt any changes, based on the TANTRANSCO's Accounts Branch instructions, with regard to extending exemption from paying EMD.

SECTION – II

BID QUALIFICATION REQUIREMENTS (BQR)

1. Bidder should have minimum 2 years of experience in the field of Annual Maintenance contract for refilling, recharging and testing of various types of fire extinguishers. Experience in the above field preferably with TNEB Ltd.,/TANGEDCO/TANTRANSO will have added preference at the time of finalizing Tender

2. The experience as the main contractor/supplier shall only be considered for satisfying the experience criteria specified above. The experience as a subcontractor/supplier shall not be considered for qualifying the experience criteria specified above and offer of such tenderers shall be summarily rejected.

3. The tenderer should possess valid ESI, and EPF for his (or) her workmen.

4. The tenderer should possess valid GST IN Registration.

The tenderer should furnish the self attested documentary evidence for the above.

SECTION – III

REJECTION OF TENDERS:

- 3.1** Tenders will be SUMMARILY rejected if,
- 3.1.1 The EMD requirements are not complied with.
 - 3.1.2 Not satisfying any of Bid Qualification Requirements.
 - 3.1.3 If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.
 - 3.1.4 The Tenderers should quote for tendered quantity. The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall be summarily rejected
- 3.2** Tender is LIABLE to be rejected, if it is:
- 3.2.1 Not covering the entire scope of work.
 - 3.2.2 With validity period less than that stipulated in this specification.
 - 3.2.3 Not in conformity with TANTRANSCO's Commercial terms and Technical Terms.
 - 3.2.4 Not signed properly by the tenderer.
 - 3.2.5 Received from a Tenderer who is directly or indirectly connected with Government service or TANTRANSCO Service or services of local authority.
 - 3.2.6 From any black listed Firm or Contractor.
 - 3.2.7 Received by Telex/FAX.
 - 3.2.8 From a tenderer whose past performance/Vendor rating is not satisfactory.
 - 3.2.9 Not containing all required particulars as per Schedules.
 - 3.2.10 Not furnished GSTIN of the tenderer in the offer.
 - 3.2.11 Failure to furnish all the Schedules and annexure.

SECTION – IV

INSTRUCTIONS TO TENDERERS:

- 4.1 Provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments will be applicable to this tender.
- 4.2 The tenderers who do not fulfill the "BID QUALIFICATION REQUIREMENTS" as per section-II need not participate in the tender. Offers not satisfying the "Bid qualification requirements" will not be considered and will be summarily rejected.
- 4.3 Scope of Work :
- Refilling, Recharging, Servicing and Testing of existing fire Extinguishers at 230KV Kilpauk Substation, Chennai-10.
- 4.4 SINGLE PART TENDER:
- The Tender shall be in SINGLE PART as detailed below.
- Proof for payment of EMD /Bank Guarantee valid for one year / Exemption from payment of EMD.
 - All required technical and commercial documents including documentary evidences to satisfy the Bid Qualification Requirement.
 - PRICE BID (BOQ).
- 4.5 If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the O/o Executive Engineer/Operation/230KV Kilpauk SS. If this is not done and subsequent to the opening of the tenders, it is found that the doubt, about the meaning or ambiguity in the interpretation, if any of the terms and conditions stipulated in the specification are raised by the tenderer either in this tender or by a separate letter, the interpretation or clarification issued by the O/o Executive Engineer/Operation/ 230KV Kilpauk substation on such terms and conditions shall be final and binding on the tenderer.

- 4.6 The tender documents submitted shall be serially numbered.
- 4.7 All information in the tender offer shall be in ENGLISH only. All tender offers shall be prepared by typing or printing in the formats enclosed with the specifications. 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 document shall be attested by the person signing the tender offer.
- 4.8 The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 4.9 Tenderer shall bear all costs associated with the preparation and submission of bid and the Engineers in charge of the concerned substation will in no case be responsible or liable for these costs.
- 4.10 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.
- 4.11 The tenderers are requested to furnish the exact location of the Registered Offices with detailed postal address and Pin code, Telephone and Fax nos. etc., in their tender so as to arrange inspection by the TANTRANSCO, if considered necessary.
- 4.12 Telex/Fax/E-Mail offers will not be entertained and will be rejected.
- 4.13 OPENING OF BID:
- The Tender Opening Authorities will open all the Bids received, at the scheduled date and time and this could be viewed by bidders. In the event of the specified date of Bid Opening being declared a holiday for the Tender Inviting Authority, the bids will be opened at the appointed time and location on the next working day.
 - In all cases, the amount of bid security and validity of the bid shall be scrutinized. Receipt of original instrument of bid security shall be confirmed by the Tender Inviting Authority.
 - The Bidders' names, the Bid prices, the total amount of each Bid, the presence or absence of Bid security, and such other details as the Tender

Inviting Authority may consider appropriate, will be recorded by the Tender Inviting Authority on. No bid shall be rejected at bid opening.

4.14 PROCESS OF BID:

4.14.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract will not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder. To assist in the examination, evaluation, and comparison of Bids, the Tender Inviting Authority may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be by email, but no change in the price or substance of the Bid will be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Tender Inviting Authority in the evaluation of the Bid.

4.14.2 Prior to the detailed evaluation of Bids, TANTRANSCO will determine whether each Bid (a) meets the eligibility criteria, (b) has been properly signed, (c) is accompanied by the required securities and documents and (d) is substantially responsive to the requirements of the Bidding documents.

4.14.3 Prior to detailed evaluation the TANTRANSCO will determine the substantial response of the bid A substantially responsive Bid is one which conforms to all the terms, conditions and Specifications of the Bidding document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the TANTRANSCO's rights or the Bidder's obligations under the Contract; or (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

4.14.4 No Bidder shall contact the Tender Inviting Authority on any matter relating to his bid from the time of the bid opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he should do so in writing or email.

4.14.5 Any effort by the Bidder to influence the Tender Inviting Authority in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid. Attempt by any tenderer to bring to bear extraneous pressure on the tender accepting authority shall be the sufficient reason to disqualify the offer of the tenderer".

4.14.6 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 TANTRANSCO.

4.14.7 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 TANTRANSCO for rejection of his offer. The TANTRANSCO 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 TANTRANSCO.

4.15 CURRENCY FOR BID EVALUATION:

The Currency of the bid is in Indian Rupees.

4.16 EVALUATION AND COMPARISON OF BIDS:

4.16.1 "The tender will be evaluated strictly as per Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments there of till date".

4.16.2. The Tender Inviting Authority will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 4.14.

4.16.3. 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 specification without any deviation.

4.16.4 For the purpose of evaluation of the tender offers, the following factors will be taken into account:

- The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.
- The evaluated price shall be arrived in compliance with the provision of GST on the Transaction value i.e. (Ex works price + Freight and Insurance) + GST. Import of goods would be treated as inter state supplies and would be subject to IGST.
- Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or outside state or bidders are within the State and outside TN.

4.16.5. In determining the lowest evaluated price the following factors will be considered.

- The quoted price will be corrected for arithmetical errors.
- In case of discrepancy between the price quoted in words and figures, lower of the two shall be considered.
- The rates quoted by the eligible lowest tenderer in the tender 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.
- For the purpose of evaluation, the provisions of Tamil Nadu Transparency in Tenders Act 1998 & Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- Total value of the tender amount will be considered for evaluation.
- As the tender is single part tender the price bid is opened along with Techno – Commercial bid. The bidders who have satisfied the BQR, Techno – Commercial conditions will only be considered eligible for Price Bid evaluation. The eligible L1 bidder will be determined who have satisfied the BQR, Techno – Commercial conditions and quoted the lowest price.

- In the case Bidder who has quoted lowest price but does not satisfy the BQR, and Techno – Commercial conditions, then that Bid will be disqualified and second lowest price bid among the bidders will be evaluated for BQR, Techno – Commercial conditions. If all the conditions are satisfied, then the next lowest price bid will be determined as L1. The same evaluation method will be adopted for all the quoted Bidders.

4.17 VALIDITY:

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

4.18 RIGHTS OF THE TANTRANSCO:

Notwithstanding anything contained in this specification the TANTRANSCO reserves the right to:

- Accept the lowest or any other tender.
- Reject any or all the tenders or cancel without assigning any reasons thereof,
- To relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the interest of the TANTRANSCO.
- To cancel the orders for not keeping up the execution/delivery schedule.
- In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars; the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANTRANSCO.
- After negotiation with the tenderer and before passing the order accepting a tender, if the tender accepting authority decides that the price quoted by such tenderer is high, the tender is liable for rejection.
- In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and the LOA will be cancelled. The LOA will be made to L2 tenderer.

4.19 DEVIATIONS:

- The tenderer shall furnish, if there are any deviations in the Commercial and Technical terms in the Schedule – C1 and C2 Annexed. Deviations mentioned

elsewhere will not be considered. If deviations are not furnished, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly if any deviations are furnished in the Schedules- C1 and C2, 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 OFFERS OF THE TENDERERS WITH DEVIATIONS IN COMMERCIAL TERMS OF THE TENDER WHICH COULD NOT BE ACCEPTED WILL BE REJECTED.

4.20 NO ALTERNATIVE OFFER WILL BE ACCEPTED.

- 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 prefer an appeal to Government within 10 (Ten) days from the date of receipt of order.

- BAR ON JURISDICTION:

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

4.21 DESTINATIONS WHERE WORKS ARE REQUIRED:

The prices quoted should be for the work execution at 230kV Kilpauk Substation.

SECTION V-A

TECHNICAL

1.0 SCOPE: This specification covers for refilling, recharging, servicing and testing of Fire Extinguishers at 230KV Kilpauk Substation as per the maintenance Schedule for a period of one year.

SL.NO	Description	Qty
1	Refilling of DCP 5 kg capacity fire extinguisher	4 Nos.
2	Refilling of DCP 6 kg stored pressure type fire extinguisher	2 Nos.
3	Refilling of DCP 10 kg capacity fire extinguisher	3 Nos.
4	Refilling of DCP 9 kg capacity fire extinguisher Stored pressure type	3 Nos.
5	Refilling of DCP 25 kg capacity fire extinguisher	2 Nos.
6	Refilling of mechanical foam 9L capacity fire extinguisher	6 Nos.
7	Refilling of Mechanical Foam 9L (stored pressure type) capacity fire extinguisher	3 Nos.
8	Refilling of mechanical foam 50L capacity fire extinguisher	1 No.
9	Co2 gas cartridge for DCP 5kg capacity fire extinguisher	4 Nos.
10	Co2 gas cartridge for DCP 10 kg capacity fire extinguisher	3 Nos.
11	Co2 gas cartridge mechanical foam 9L capacity fire extinguisher	6 Nos.
12	Co2 gas cartridge mechanical foam 50L capacity fire extinguisher	1 No.
13	Co2 gas cartridge of DCP 25 kg capacity fire extinguisher	2 Nos.
14	Reconditioning of cap for all types of fire extinguisher	29 Nos.
15	Cap washer for all type fire extinguisher	29 Nos.
16	Refill for Co2 4.5kg capacity fire extinguisher	5 Nos.

17	Nozzle for mechanical foam 50L capacity fire extinguisher	1 No.
18	Nozzle for mechanical foam 9L capacity fire extinguisher	3 Nos.
19	Hose for DCP 5kg capacity fire extinguisher	2 Nos.
20	Hose for DCP 10kg capacity fire extinguisher	3 Nos.
21	Hose for DCP 6kg capacity fire extinguisher	1 No.
22	Hose for DCP 9kg capacity fire extinguisher	1 No.
23	Nozzle for DCP 9 and 10kg	5 Nos.
24	Painting of portable type fire extinguisher	6 Nos.
25	Instruction sticker for all type of fire extinguisher	29 Nos.
26	Safety clip for DCP 5,10,9 and 25kg	5 Nos.
27	Control valve for DCP 6 kg	1 No.
28	Control valve for DCP 9 kg	1 No.
29	Control valve for Mechanical foam 9L	2 Nos.
30	Painting charges for buckets	8 Nos.
31	Painting charges for fire extinguisher stand	3 Nos.

2.0 LOCATION: 230KV KILPAUK Sub Station, New Avadi Road, Chennai-10

3.0 SCHEDULE: The Price bid may be sent or handed over to the office of the Executive Engineer, Operation, 230KV KILPAUK Substation, Chennai-10 before the due date and time.

4.0 WORK: Refilling, recharging, servicing and testing of Fire Extinguishers at 230KV Kilpauk Substation.

5.0 GENERAL CONDITION:

- a) All other technical specification, not specifically covered by this individual specification the Tamil Nadu practice shall be followed.
- b) All works shall be carried out with skilled workers. The work shall be done as per IS code in practice.
- c) The machines/materials to be used for the work shall be got approved by the Executive Engineer/ Operation / 230KV Kilpauk SS well before the commencement of work.
- d) The work shall be carried out strictly as per safety norms without causing any damages to other structures.

6.0 REFILLING SCHEDULE:

The date of Refilling & Replacement of spares will be reckoned as the date of completion of work for the purpose of calculation of liquidated damages in respect of that work. Refilling and replacement of spares if any for the following Sub stations shall be done within 60 days from the date of acceptance of K2 Agreement.

s/d*****

**Executive Engineer/Operation
230KV Kilpauk SS.**

SECTION V -B

COMMERCIAL

5.1 SCOPE:

The scope of work includes Refilling, Recharging, Servicing and Testing of Fire Extinguishers at 230KV KILPAUK Sub Station, Chennai-10

5.2 PLACING OF ORDERS:

5.2.0 It is not binding on the TANTRANSCO Ltd to accept the lowest or any tender. The TANTRANSCO Ltd reserves the right to split and place orders for the items with different tenderers and for revising the quantities at the time of placing the orders.

5.2.1 The award of contract will be issued to the successful tenderer with all TANTRANSCO's terms and conditions, duly indicating the approved unit rates and the work allotted to them. The approved rates will be FIRM and valid for 180 days from the date of receipt of award of contract.

5.2.2 During the period of the contract, the work schedule for the respective SS given by the Executive Engineer/Operation indicating the works to be carried out shall be done according to TANTRANSCO's requirement as per the conditions mentioned in Section-VI.

5.3 PRICE:

5.3.0 The Tenderers are requested to quote FIRM price only and variable price will not be accepted.

5.3.1 The prices quoted shall be.

- The split-up details of price as per Schedule-A shall be entered in the appropriate boxes provided.
- GST. (Percentage and amount).

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

- 5.5 The tenderer should quote their rates taking into account the (Input Tax Credit (ITC) relief available to them on account of GST already paid. An Undertaking to this effect may be furnished along with the tender as per SCHEDULE - F enclosed to Specification. The tenderers shall upload a scanned copy of an Undertaking towards ITC in a Non-judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only) in the form as per SCHEDULE - F.
- 5.6 The tenderer shall indicate the Permanent Account Number and shall attach the PAN copy and GSTIN of the firm with proof along with the tender.
- 5.7 The successful tenderer shall give an undertaking to the effect that if lower prices are offered to anyone else during the period of one year from the date of order, the same benefit shall be passed on to TANTRANSCO.
- 5.8 GOODS AND SERVICES TAX [GST]:
- 5.8.0 The tenderers who opt for Composition Scheme shall submit the documentary evidence for having registered under Composition scheme and shall not claim GST in their Invoices.
- 5.8.1 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.
- 5.8.2 The Goods and Services Tax will be paid extra as applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.
- 5.8.3 The TANTRANSCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4780AFZA).The GST Registration No of TANTRANSCO (for TDS) is 33CHET12024F1DI.
- 5.8.4 In case of delayed delivery, the GST prevailing on the date of actual delivery or on the last day of the contractual delivery period whichever is

LESS will be admitted. For both the cases, the supplier/contractor shall furnish documentary evidence while submitting the bills for payment.

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

5.8.6 Any increase in GST rate consequent to the supplier/contractors coming into different slab during the execution of the contract shall have to be taken into account and the all-inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST rate due to statutory Variation within the contract delivery date shall be considered by the TANTRANSCO Ltd.

5.8.7 GST @ 18% or as applicable from time to time will be applied and recovered on LD, forfeiture of EMD/SD.

GST recovery on above is eligible for Input Tax Credit (ITC).

5.8.8 Tax Deducted at Source (TDS):

TDS on GST @ 2% or as applicable from time to time will be deducted on the taxable value for the private agencies.

TDS under GST will not be deducted in respect of the supply of Goods and Services of both from Public Sector Undertaking (i.e.) any company in which not less than 51% of paid up share capital held by the Central Govt. or by any State Govt. Or Governments or partly by the Central Govt. and partly by one or more State Govt. and includes the company which is subsidiary of such a Government company.

5.8.9 GST – E-Way Bill:

It is responsibility of Supplier/contractor/Contractor to ensure the delivery at the destination Site Therefore, it is the responsibility of the Supplier/contractor/Contractor or their transporters to generate e-way bill before transporting goods for delivery at TANTRANSCO's premises.

5.9 INSURANCE:

Contracting firms shall arrange insurance for the men and materials being supplied by them, through any of the Nationalized Insurance Companies. It will be the responsibility of the tenderer to make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance Under-writers/Carriers and accident for workers.

- The contractor should take "Accident Risk Insurance Policy" (For workers with daily wage above Rs. 700/- who are not covered under ESI) before taking over the site for taking up the work and also to satisfy, that the policy/policies is/are kept in force till the contract is completed and the works are taken over by the TANTRANSCO, on the issue of completion certificate.
- Recoveries will be made from contractor's bills for any liability for the accidents and refund of the same considered later after the claims is fully settled by the Insurance authorities.

5.10 PAYMENT:

5.11.0 Payment will be made by O/o Deputy Financial Controller/West at office of SE/CEDC/West Chennai-40. Based on Accounts circle of respective Sub Stations. Payments will not be made for the works not carried out .

5.11.1 Payment will be made from any one of the Nationalized Banks approved by Reserve Bank of India in Tamil Nadu by DFC/CEDC/West on submission of bill through the concerned Executive Engineer. The Bank charges involved

in making the payment will be to the account of the Tenderer. The Tenderer has to furnish the following details of the Bank Account to which the payment be credited.

- Name of the Account Holder.
- Name of the Bank.
- Branch.
- Account No.
- IFSC code of the Branch.

5.11.2 For the works carried out within the contractual period:

(a) For the work done within the contractual period:

100% Payment on completion of work as per the refilling schedule within reasonable time on completion of work against submission of bills along with required documents will be made by O/o Deputy Financial Controller/West at office of SE/CEDC/West Chennai.40 by cheque on any one of the Nationalized Banks/ Scheduled Banks approved by Reserve Bank of India in Tamil Nadu duly certified by the concerned Executive Engineers after deducting recoveries if any.

(b) For the work done beyond the contractual period:

100% payment on completion of work as per the refilling schedule within reasonable time on completion of work after deducting the appropriate amount of LD against submission of bills along with required documents will be made by O/o Deputy Financial Controller/West at office of SE/CEDC/West Chennai.40 by cheque on any one of the Nationalized Banks/ Scheduled Banks approved by Reserve Bank of India in Tamil Nadu duly certified by the concerned Executive Engineers after deducting recoveries if any.

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

- a) Security Deposit.
- b) K2 Agreement and indemnity bond
- c) Guarantee Certificate.

Further the following documents have to be produced in NJS paper of value not less than Rs.80/- each separately for processing of bill.

- d) Declaration on ITC Benefit.
- e) Undertaking for EPF and ESI

5.11.3 The GST will be admitted only on production of documentary evidences.

5.11.4 In TANGEDCO/TANTRANSCO cloud audit the Digital Based Statutory Compliance Services will be integrated with the Bill Processing System. The bills will be processed only after obtaining the Statutory Compliance Clearance Certificate from the Online Compliance Service Providers. The charges for the Statutory Compliance Clearance Certification will be at the

rate of Rs.2.00/- per man day per month with minimum charges of Rs.400/- and maximum charges of Rs. 3200/- and Rs.300/- for re-audit due to reasons attributable to the contractor. The charges should be paid by the respective contractors to the service provider through online.

5.11.5 The bills for payment will be passed only after the approval / acceptance of the following:

- Security Deposit cum Performance Guarantee for 5% value of the order.
- Undertaking towards jurisdiction for legal proceedings.
- Declaration on ITC Benefit.
- Guarantee certificate.
- Clearance of the Statutory compliances by the cloud Audit

5.12 The contractor shall carry out the work after executing the agreement with the Executive Engineer/Operation/230KV KILPAUK SS, Chennai-600 010 in prescribed format.

5.13 GUARANTEE:

- (i) The work executed by you shall be guaranteed for a period of 12 months from the date of completion of work against poor workmanship, bad quality of raw Materials used and faulty designs. Any defects noted during the above period Should be rectified free of cost to the TANTRANSCO.
- (ii). A guarantee certificate as above should be furnished to the Superintending Engineers along with bills and got approved by him. During the guarantee Period if any of the spare part fail, the Contractor shall replace the failed Equipments free of cost.

5.14 SECURITY DEPOSIT:

- The successful tenderer will have to furnish 5% value of Order as Security Deposit cum Performance Guarantee. The payment should be made

through Demand Draft drawn in favour of "Superintending Engineer/Operation/North/Chennai, TANTRANSCO", payable at Chennai.

- The successful tenderer will have to furnish the security deposit cum performance Guarantee within **30 days** from the date of receipt of award of work. The security deposit cum performance Guarantee will not carry any interest.
- In the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order will be cancelled. The award will be made to L2 tenderer. The Security Deposit cum Performance Guarantee will be refunded only if the contract is completed to the satisfaction of the TANTRANSCO and on expiry of guarantee period after ensuring that defects/Damages during the guarantee period are rectified/ replaced. If the TANTRANSCO 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 contractor to the TANTRANSCO, then the TANTRANSCO will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit cum Performance Guarantee and such amount that is appropriated will not be refunded to the contractor.
- Failure to comply with the terms regarding Security Deposit cum Performance Guarantee set out in the order within the stipulated time, the successful tenderer will entail cancellation of the order without any further reference to the contractor.
- If the performance period of the contract is over and if the material and Workmanship within guarantee period were defective and are still pending for want of repair/replacement then the original Security Deposit cum Performance Guarantee will not be released.

5.15 COMPLETION OF WORKS:

- At the time of issuing acceptance order, based on the requirements and contingencies, TANTRANSCO has right to advance/postpone the work Schedule at the time of placing Order. Liquidated damages clause shall apply for belated completion.
- TANTRANSCO reserves the right to cancel the order if the work was not carried out as per work schedule. TANTRANSCO also reserves the right to cancel the order if the work schedule is not kept up, without any further notice to the contractor.
- The TANTRANSCO will be at liberty to cancel the contract if the work is not made as per the time schedule specified, notwithstanding its right to claim liquidated damages for the belated completion of work. The defaulting contractors will be liable to pay to the TANTRANSCO in addition to the liquidated damages for delay.
- The schedule for work period will not normally be extended. Hence all efforts shall be taken to deliver / complete the above said works within the contractual period.
-

5.16 LIQUIDATED DAMAGES:

The completion of work as specified should be guaranteed by the contractor under the Liquidated Damages Clauses given below:

- if the contractor fails to complete the Refilling, Recharging, Servicing and Testing of Existing Fire Extinguishers at 230KV KILPAUK SS as per the schedule and within the time specified or any extension thereof, TANTRANSCO shall recover from the contractor as liquidated damages, a sum of half a percent (0.5%) of the of the contract value for the non completed work in the respective station/ SS for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the total contract value. The actual date of completion will be, reckoned as date of completion of work for this purpose. Liquidated damages will be

done for the belated work. It is the responsibility of the contractors in time to keep up the work schedule in time. The LD amount will attract GST.

- if the works to be rendered against the Contract are made by the contractor beyond the period of completion stipulated in the indent and if they are accepted by the TANTRANSCO, such acceptance is without prejudice to the TANTRANSCO's rights to levy liquidated damages for the delay in work completion.
- The TANTRANSCO will also be at liberty to cancel the order if the work is not made as per the work schedule specified in the indent, notwithstanding its rights to claim liquidated damages for the belated work completion as on the date of cancellation.
- The contractors are liable to pay the amount of loss sustained by the TANTRANSCO in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the TANTRANSCO under the terms and conditions of contract and in the event of awarding the work on some others at a higher price.
- Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
- if there is any downward trend in prices on account of belated work, the tenderers have to accept the same with the levy of liquidated damages, for belated completion of work.
- The defaulting contractors will be liable to pay to the TANTRANSCO in addition to Liquidated Damages for delay, the actual difference in price wherever TANTRANSCO award the balance work to other agencies at a higher cost.

5.17 FORCE MAJEURE:

- The contractor shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:
- Any cause which is beyond the reasonable control of the contractor or purchaser as the case may be Natural phenomena, such as floods, drought, earthquakes and epidemics.

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

NOTE:

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

- 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 TANTRANSCO may at its option terminate the contract by a notice in writing.
- The Power cut shall not be considered under force majeure condition. The

period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.

5.18 WORK SCHEDULE INSTRUCTIONS:

The details of work schedule will be furnished by the respective Executive Engineers/ Operation.

5.19 RESPONSIBILITY:

The Tenderer is responsible for execution of the said works at the destination station satisfactorily. All risks connected with the tendered work should be borne by the contractor.

5.20 FAILURE TO EXECUTE THE CONTRACT:

Contractors failing to execute the order placed on them to the satisfaction of the TANTRANSCO under the terms and conditions set forth therein, will be liable to make good the loss sustained by the TANTRANSCO, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of penalty under the Liquidated Damages clause.

5.21 NON-ASSIGNMENT:

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

5.22 EFFECTING OF RECOVERIES:

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

5.23 RECOVERIES OF DUES:

The Board is empowered

- To recover any dues against this contract in any bills/Security Deposit/

Earnest Money Deposit due to the contractor either in this contract or any other contract with TANTRANSCO.

- To recover any dues against any other contracts of the contractor with TANGEDCO/TANTRANSCO, with the available amount due to the contractor against this contract.

5.24 RAW MATERIALS:

It is the responsibility of the tenderer to make his/her own arrangement to procure the necessary materials, availing tools and plants required for the work.

5.25 INCOME TAX PERMANENT ACCOUNT NUMBER AND TIN NUMBER:

The tenderers should furnish the permanent Account number issued by Income tax Department with the Tender. The tenderer shall furnish the GSTIN Number of the firm along with the proof in the tender.

5.26 ARBITRATION ACT NOT TO APPLY:

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

5.27 PAST PERFORMANCE:

The intending tenderers shall furnish the documentary evidence with details of Rate Contract Orders executed during the last five years in the Proforma enclosed in the Tender Specification as per Schedule-B. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenders in future.

5.28 JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT)

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, City Civil

Court at Chennai or at the Court of small causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful Tenderer shall furnish an undertaking as per Section - E in a non judicial stamp paper of Rs.80/-agreeing to the above condition.

Performance Guarantee will be released on expiry of guarantee period after ensuring that defects/damages during the guarantee period are rectified/ replaced.

5.29 QUANTITY ALLOCATION:

At the time of issuing contract for the materials and work, TANTRANSCO reserves the right to allocate the work after ensuring the capacity, ability of supply, work offered and the past performance.

5.30 LIABILITY FOR ACCIDENT TO PERSONS:

- The CONTRACTOR shall indemnify and save harm to the PURCHASER against all rejections, suits, claims, demands, cost of 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 or the works whether under the general law or under the workmen's compensation Act, 1923, or any other statute in force.

On the date of the contract, dealing with question of liability of employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under.

- 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 if so serious as to be likely to result in the death of any such workmen, 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 TANTRANSCO against all loss or damages sustained by the TANTRANSCO resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by the TANTRANSCO as a consequence, of the TANTRANSCO's failure to give notice under the workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.
- In the event of any claim being made, or action brought against the PURCHASER involving the CONTRACTOR and arising out of the matters referred to and in respect of which the CONTRACTOR is liable under clause, the CONTRACTOR shall be immediately notified thereof, and he shall with the assistance, if he so require, of the PURCHASER 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 PURCHASER shall, at the expense of the CONTRACTOR, afford all available assistance for any such purpose.
- In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VII of 1923 and any subsequent amendment thereof whether by the CONTRACTOR, or by the TANTRANSCO, as principal it shall be lawful for the ENGINEER to retain out of money due and payable to the CONTRACTOR such sum or sums of money as may be in the opinion of the said ENGINEER be sufficient to meet such liability.

- he opinion of the ENGINEER shall be final in regard to all matters arising under this clause and will not be subject to any arbitration.
- Liability for damage or loss to third party including inspection officers due to act of the CONTRACTOR or his plant or SUB-CONTRACTOR connected with the execution of the contract shall be fully borne by the CONTRACTOR. The CONTRACTOR shall maintain such detailed records to furnish information regarding entertainment 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 the full details required for the settlement under the workers' compensation Act.

5.31 LIABIALITY FOR DAMAGE TO WORKS OR PLANTS:

- The CONTRACTOR shall during the progress of the work properly cover up and protect the work and plant from damage by exposure to the weather, and shall take every reasonable proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the CONTRACTOR or his workmen or his sub-contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good 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 contract, those shall be replaced or compensated for by the CONTRACTOR to the satisfaction of ENGINEER.



In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the PURCHASER, be made good by the CONTRACTOR in like manner but at the cost of the PURCHASER at a price to be agreed between the contractor and the PURCHASER and the PURCHASER 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.



Until the work shall be deemed to be taken over as aforesaid, the CONTRACTOR shall also be liable for and shall indemnify the PURCHASER in respect of all damage or injury to any person or to any property of the PURCHASER or of others occasioned by Act of the CONTRACTOR or his work men or his sub-contractors or by defective design, work or material but not due to cause beyond his reasonable control.



Provided that the CONTRACTOR shall not be eligible under the contract for any loss or profit or loss of contracts or any claims made against the PURCHASER not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the PURCHASER 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.

5.32 SATISFACTORY COMPLETION OF THE CONTRACT:

If the contractor fails to execute the works satisfactorily as per the contract entered into, then the SD retained in this office will be forfeited. The contract will be terminated by the Executive Engineer/Operation/ KILPAUK 230KV SS, Chennai 10 at any time during the contract period.

5.33 AGREEMENT & INDEMNITY BOND:

The successful tenderer shall agree to the terms and conditions of the contract and shall execute an agreement and indemnity bond in a Non-Judicial stamp paper to a value of Rs.80/- each.

5.34 SUBLETTING OF CONTRACT:

➤ T
The contractor shall not, without the consent in writing of the TANTRANSCO, 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 TANTRANSCO, then TANTRANSCO 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 / TANTRANSCO reserves the right to rectify / redo the defective goods / works at its own cost; and such cost / damages will be recovered from contractor.

➤ T
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.

5.35 IMPERFECT WORK:

If, it shall appear that work has been executed with unsound imperfect or unskilled workmanship, or with materials of an imperfect or any inferior quality or otherwise not in accordance with the contract documents the contractor shall at his own cost rectify, reform, remove or reconstruct the same, either in the whole

or in part, as may be directed by the Engineer whether or not the value of any such work of materials shall have been included in any payment made in the contractor.

5.36 COURTSUIT:

No suit or any proceedings in regard to any matters arising in any respect under this contract shall be instituted in any court.

5.37 ACCIDENTS:

The CONTRACTOR shall indemnify TANTRANSCO against all loss or damage sustained by the TANTRANSCO resulting directly or indirectly from his failure to give intimation in writing to the concerned Statutory authorities within the stipulated time under the provisions of the relevant Act as per the provision of the Employee Compensation Act derived by the TANTRANSCO official or the Competent Authority.

- In the event of an accident in respect of which compensation may become payable under the Employee Compensation Act whether by the CONTRACTOR or by TANTRANSCO as principal it shall be lawful for the TANTRANSCO official to retain out of money due to and payable to the CONTRACTOR such sum or sums of money as may, in the opinion of the said TANTRANSCO official be sufficient to meet such liability. The opinion of the TANTRANSCO official shall be final in regard to all matters arising under this class.
- The contractor, at his own expense, shall arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
- In case of accident to any workmen of contractors in the course of handling materials or equipment, the contractor should bear necessary compensation that should be awarded to the persons involved in the accident besides arranging immediate medical aid. In case of failure to pay the compensation within the reasonable time, TANTRANSCO will settle the claim and arrange to recover the same from contractors pending bills.

5.38 QUALITY OF WORK:

The work should be carried out strictly in accordance to the specification contained in the schedule under each item of work. Idle time charges for any reasons whatsoever shall not be entertained by the TANTRANSCO.

5.39 BREAKDOWN MAINTENANCE

1. If any of the problems is not attended on the same day suitable System/Spare / Equipment should be replaced immediately.
2. If any of the fire extinguisher is not rectified on intimation by phone/mail, then TANTRANSCO has the right to call in a third party to get the problem attended.
3. The defects in the fire extinguisher when called upon by TANTRANSCO should be attended to, without restriction to the number of calls and area of operation.
4. The spares should be replaced in the presence of Assistant Engineer/ Maintenance/230KV KILPAUK Sub station and the defective shall be handed over to Assistant Engineer / Maintenance /230KV KILPAUK Sub station

5.40 DESPATCH INSTRUCTION

(i) The Fire extinguisher taken for refilling may be dispatched by Road, duly insured by you, on freight paid basis, TNEB will not take any responsibility and will not give any Expenses towards insurance.

(ii) It is your responsibility for the safe delivery of Fire extinguisher at destination.

(iii) It is noted that TNEB is also at liberty to cancel this order at any time without assigning any reason.

5.50 INSURANCE

- (i) The TANTRANSCO will not be held responsible for any type of accident on the manpower supplied during the course of duty and all claims towards compensation

have to be borne by the contractor. However the contractor is instructed to take necessary insurance for manpower provided to TANTRANSCO.

- (ii) Necessary Insurance covering third party damages & other material damage due to falling of tower, uprooting tower for any reasons for RF & outdoor equipments shall be arranged.
- (iii) Contracting firms shall arrange insurance for the equipment and all its accessories being supplied by them, through any of the Nationalised Insurance Companies. The equipment shall be insured to cover transport (from warehouse) and 60 days storage risk at site. The damages, if any during transit will be reported within 30 days receipt of materials. It will be the responsibility of the Contractor to replace the defective / damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from Insurance, Underwriters/Carriers.

5.60 TESTS AT SITE

- (i) The TANTRANSCO reserves the right of having such test as he may decide upon, being carried out at site at his own expenses to satisfy himself that the materials have not suffered any damage during transit.
- (ii) Random samples of materials supplied will be tested departmentally, or through approved Government Laboratory at purchaser's cost and for any non-conformity to relevant I.S.S., full supplies will be rejected. If the initial payment had already been made, the balance payment will be forfeited and any other losses or damages will also be claimed. Further supplies in such cases will be accepted and paid for, only after satisfactory results of the testing of samples. In addition, the guarantee period will also be extended for subsequent supplies at the discretion of the purchaser.

5.70 INSPECTION

- (i) The TANTRANSCO representative, shall have free access to the contractor's works at any time during working hours for the purpose of inspecting the manufacturing and testing of the materials covered in this specification. The successful tenderer shall provide the necessary facilities for such inspection.

(ii) Has to furnish the exact location of their factory with detailed postal address pin code. Telephone, FAX in their tender so as to arrange inspection if necessary.

5.80 SAFETY REGULATIONS:

The contractor shall have to ensure that the workmen follow all instructions such as making entry in the log card for all works carried out on the equipment obtaining authorised signature for all the works done and observe all precautions against accidents and injuries while at works as required by the relevant rules and it should be the obligation of the contractor to pay compensation, if any, to the workers as per the TANTRANSCO in this regard. The contractor should insure all his workmen against any accident or injury in respect of this work. The Tamil Nadu Electricity TANTRANSCO will not be responsible for any accidents to the labourers employed by the contractor due to their negligence, carelessness, and non observance of rules.

5.90. DELIVERY:

Refilling & replacement of spares if any shall be done within 7 days from the date of receipt of intimation from the field officers.

SECTION – VI

SPECIAL CONDITIONS :

6.1 GENERAL

- 6.1.1 The work shall be taken up immediately after execution of agreement and completed without delay. Period of completion of works in all respects is stipulated as one YEAR from the date of receipt of work contract. Normally no extension will be granted beyond the stipulated period.
- 6.1.2 Income Tax payable on the contract amount at the appropriate rate levied from time to time will be deducted from payment to be made to the contractor in accordance to the provisions of the Income Tax Act 1981 and amended from time to time.
- 6.1.3 Tamil Nadu Detailed Standard Specification and I.S. Specification will be followed wherever applicable and in cases not covered by the individual specification attached.
- 6.1.4 Any discrepancy between schedule and specifications will have to be referred to the competent authority and his decision will be final.
- 6.1.5 All tools required for the works including safety appliances like boots, goggles, gloves must be provided by the contractor himself.
- 6.1.6 The contractor will have no claim for suspension of work due to any cause whatsoever or inadequate work for his labour force.
- 6.1.7 As the 230KV KILPAUK Sub station is an energized one connected to the national grid, the contractor should create awareness among the workers about the supply and to work with caution inside the yard.
- 6.1.8 The contractor should indemnify the Board that any excess payment that may be found to have been made as a result of incorrect calculation or any excess payment detected in the light/heavy of discrepancies noticed subsequently will be refunded by the contractor to the Board without any demur together with costs, if any incurred by the Board.

- 6.1.9 Duty passes shall be issued against the individual name of the contract labours with proper requisition of the contractor and only those persons will be allowed to work.
- 6.1.10 During the course of execution of work, if a person meets with an accident, the contractor is solely responsible to compensate the individual for loss and details to be reported to TANTRANSCO. Risk factor in any form inside the Substation is vested with the contractor only.
- 6.1.11 No damage should be caused to Board's property and equipment's during execution of work. In the event of any damage caused the same should be set right at the cost of the contractor.
- 6.1.12. If the Contractor does not carry out the work up to the entire satisfaction of the Engineer in charge, of the station, the contract will be liable for termination without any reasons there for. Also the contract is liable for termination at any time during the period of the contract without assigning any reasons there for.
- 6.1.13 The tenderer should inspect the site and make out thorough assessment of the nature of the work and satisfy him before tendering.
Any representations at a later date under any circumstances will not be entertained.
- 6.1.14 The work should be done carefully and without hindrance to other works carried out by Board in that area.
- 6.1.15 The workers shall confine themselves to the areas for which the works contract has been awarded as specified by the Engineer.
- 6.1.16 The contractor should provide adequate safety appliance, Personal protective equipment (PPE), Drinking water, sanitizer, food and other consumables for which no claim from TANTRANSCO can be made.
- 6.1.17 The Contractor should take care and ensure that law and rules are not violated while carrying out the work either by himself or by his labour.
- 6.1.18 The refill should be with ISI Mark.
- 6.1.19 Any spare parts replaced towards maintenance of Fire extinguishers will be paid as per rates specified in schedule-B

- 6.1.20 All the supplies and workmanship should be guaranteed for a period of one year.
- 6.1.21 The fire extinguisher and spares wherever necessary available in concerned SS should be attended in the site (substation) covered under this contract as and when indents are received from the field officer concerned.
- 6.1.22. After completion of work in at site, the details of work carried out should be intimated to this office field officer.
- 6.1.23 The released parts if any shall be handed over to the concerned officer who is in charge of the Fire extinguisher.
- 6.1.24 Any lapse in carrying out services, refilling and recharging of Fire Extinguisher as per the maintenance schedule in Annexure will entail cancellation of contract without any further notice. The under signed reserves the right to cancel the contract at any time without assigning any reason thereof during the period of contract.
- 6.1.25 The work as to be executed strictly as per rate enclosed and at the location shown by the Board Engineers.
- 6.1.26 Any damage in the during execution of the above work will be borne by the contractor.

SECTION – VII
STATUTORY COMPLIANCES

7.1 GENERAL:

- 7.1.1 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- 7.1.2 The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair

wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).

- 7.1.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- 7.1.4 The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 7.1.5 The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.
- 7.1.6 The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub-contractors. (if permitted).
- 7.1.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register /Slip under the provisions

of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

7.2 CONTRACT LABOUR REGULATIONS:

7.2.1 Notice of commencement:

The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information

- Name and situation of the work.
- Contractor's name and address
- Particulars of the Department for which the work is undertaken,
- Name and address of sub-contractors as and when they are appointed.
- Commencement and probable duration of the work.
- Number of workers employed and likely to be employed.
- Fair wages' for different categories of workers.
- Number of hours of work which shall constitute a normal working day

- The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

7.2.2 Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

- Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
- Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
- Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

7.2.3 Register of Workmen:

A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.

7.2.4 Employment Card:

The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.

7.2.5 Register of Wages etc:

A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.

7.2.6 Fines and deductions:

Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;

- No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

7.2.7 Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--

- Full particulars of the labourers who met with accident.
- Rate of Wages.
- Sex.
- Age.
- EPF UAN number
- ESI number
- Aadhaar number
- Nature of accident and cause of accident.
- Time and date of accident.
- Date and time when admitted in hospital.
- Date of discharge from the hospital.
- Period of treatment and result of treatment.
- Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- Claim required to be paid under Workmen's Compensation Act.
- Date of payment of compensation.
- Amount paid with details of the person to whom the same was paid.
- Authority by whom the compensation was assessed.
- Remarks.

7.2.8 Preservation of Registers:

The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

7.2.9 Enforcement:

The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount

of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

7.2.10 Disposal of amounts recovered from the Contractor:

The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.

7.2.11 Welfare Fund:

All moneys that are recovered by the Engineer-in- Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.

7.2.12 Appeal against decision of Inspecting Officer:

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.

7.2.13 Inspection of Books and other Documents:

The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-

in- Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

7.2.14 Interpretation, etc.:

On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.

7.2.15 Amendments:

Government may, from time to time, add to or amend these regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

7.3 Compliance of EPF & MP Act, 1952:

7.3.1 The Contractor who takes up works contract for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act

7.3.2 The Contractor should have a separate EPF main code number.

7.3.3 The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.

7.3.4 The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act.

7.3.5 The Contractor should produce the proof of payment of contribution– both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works.

7.3.6 The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.

7.3.7 In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TANGEDCO/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO/TANTRANSCO shall make good such requirements out of 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/TANTRANSCO.

7.3.8 In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above. The EPF employer contribution will be restricted up to Rs.15,000/- only.

7.4 Compliance of ESI Act 1948 :

7.4.1 The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.

7.4.2 The contractor should have a separate ESI main code number.

7.4.3 The contractor should 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.

7.4.4 The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the said ESI Act.

7.4.5 The contractor should 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.

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

7.4.7 In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TANGEDCO & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the

capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO & TANTRANSCO.

7.4.8 The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.

7.4.9 The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.

7.4.10 The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

7.5 Statutory Compliance Clearance Certificate:-

7.5.1 The Contractor executing the works contract in TANGEDCO/TANTRANSCO should obtain the Statutory Compliance Clearance Certification from the Online Compliance Service Providers engaged by TANGEDCO/TANTRANSCO, the required documents should be submitted by the contractors to the respective Online Compliance Service Providers.

7.5.2 The charges for Statutory Compliance Clearance Certification will be at the rate of Rs.2.00/- per man day per month with minimum charges of Rs.400/- and Maximum charges of Rs. 3200/- and Rs.300/- for re-audit due to reasons Attributable to the contractor. The charges should be paid by the respective contractors to the service provider through online.

7.6 The Building and Other construction Workers Act:-(other than the circle/station Registered under the Factories Act)

- 7.6.1 The contractor should obtain the Registration certificate under the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the Competent Authority (the Joint Director/Industrial Safety and Health (BOCW)).
- 7.6.2 The contractor should comply all the provisions of the Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996.
- 7.7 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.
- 7.7.1 The Contractor who takes up works contract for TANGEDCO/TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.
- 7.7.2 The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamil Nadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour License before executing the works.
- 7.7.3 The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamil Nadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour license before executing the works.
- 7.7.4 The contractors should maintain the following records as per Section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
- Muster Roll in Form – XVI.
 - Register of Wages in Form – XVII.

- Register of overtime in Form – XVIII
- The contractor shall issue an photo identity card to his employees.

7.8 Wages:-

7.8.1 The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.

7.8.2 The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.

7.9 EPF Documents to be Produced for Claiming Bills:-

7.9.1 The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.

7.9.2 The payment confirmation receipt should be submitted (the payment Confirmation date is mandatory).

7.9.3 The combined Challan of Account No. 1,2,10,21&22 should be submitted.

7.9.4 All the documents should duly signed with seal by the contractor.

7.10 ESI Documents for While Claiming Bills

7.10.1 The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory).

7.10.2 The contribution history of the respective months should be submitted.

7.10.3 The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.

7.10.4 S.No, IP.No, IP.Name, No. of days, Wages, IP Contributions. All the documents should duly signed with seal by the contractor.

7.11 Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020.

The contractor should comply/ maintain the applicable new combined forms introduced vide the following Acts/ Rules.

- The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.
- The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.
- The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006.

New Forms:

- FORM I, Certificate of Registration of Principal Employer/Employer (under 3 Rules)
- FORM II, Application for License/ Renewal of License (under CLRA and ISMW Rules).
- FORM III, Form of Certificate by Principal Employer (under CLRA and ISMW Rules).
- FORM IV, Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules).
- FORM V, Application for Adjustment of Security Deposit (under CLRA and ISMW Rules).
- FORM VI, License and Renewal (under CLRA and ISMW Rules).
- FORM VII, Notice of commencement/ completion of work (under CLRA and BOCW Rules).
- FORM VIII, Service Certificate (under 3 Rules).
- FORM IX, Certificate of Medical Examination (under BOCW Rules).
- FORM X, Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules).
- FORM XI, Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules).

- FORM XII, Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules).

7.12 Agreement and Undertaking to be furnished by the contractors in respect of the Statutory Provisions:-

- An undertaking as specified in Annexure-A should be furnished by the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.
- The TNEB (TANGEDCO/ TANTRANSCO) registered contractor, who wants to execute the works in a Division shall be instructed to execute an agreement [Annexure- I] with respective Executive Engineer's of the Division.

7.13 SAFETY CONDITION:-

- 7.13.1 All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos sult, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- 7.13.2 The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
- 7.13.3 The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- 7.13.4 Technically skilled and also safety-oriented supervisor should supervise the work at all time.
- 7.13.5 If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.
- 7.13.6 For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.
- Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials

by providing suitable fencing or railing with a minimum height of 1 meter.

- All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

7.13.7 All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

7.13.8 When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

- No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

7.13.9 Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:–

- These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
- Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

7.13.10 The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in

respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

7.13.11 Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

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All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
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To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in- Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
- The Contractor is not exempted from the operation of any other Act or Rule in force.

SCHEDULE - A

SPECIFICATION NO:EE/O/230KV Kilpauk SS/LT-02/2023-2024

Name of the work : Refilling, Recharging, Servicing and Testing of existing fire Extinguishers at
230 KV Kilpauk Sub- station.

SCHEDULE OF PRICES

SL.NO	Description	QUANTITY	Rate /Unit	Amount
1	Refilling of DCP 5 kg capacity fire extinguisher	4 Nos.		
2	Refilling of DCP 6 kg stored pressure type fire extinguisher	2 Nos.		
3	Refilling of DCP 10 kg capacity fire extinguisher	3 Nos.		
4	Refilling of DCP 9 kg capacity fire extinguisher Stored pressure type	3 Nos.		
5	Refilling of DCP 25 kg capacity fire extinguisher	2 Nos.		
6	Refilling of mechanical foam 9L capacity fire extinguisher	6 Nos.		
7	Refilling of Mechanical Foam 9L (stored pressure type) capacity fire extinguisher	3 Nos.		
8	Refilling of mechanical foam 50L capacity fire extinguisher	1 No.		
9	Co2 gas cartridge for DCP 5kg capacity fire extinguisher	4 Nos.		
10	Co2 gas cartridge for DCP 10 kg capacity fire extinguisher	3 Nos.		
11	Co2 gas cartridge mechanical foam 9L capacity fire extinguisher	6 Nos.		
12	Co2 gas cartridge mechanical foam 50L capacity fire extinguisher	1 No.		
13	Co2 gas cartridge of DCP 25 kg capacity fire extinguisher	2 Nos.		
14	Reconditioning of cap for all types of fire extinguisher	29 Nos.		

15	Cap washer for all type fire extinguisher	29 Nos.		
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16	Refill for Co2 4.5kg capacity fire extinguisher	5 Nos.		
17	Nozzle for mechanical foam 50L capacity fire extinguisher	1 No.		
18	Nozzle for mechanical foam 9L capacity fire extinguisher	3 Nos.		
19	Hose for DCP 5kg capacity fire extinguisher	2 Nos.		
20	Hose for DCP 10kg capacity fire extinguisher	3 Nos.		
21	Hose for DCP 6kg capacity fire extinguisher	1 No.		
22	Hose for DCP 9kg capacity fire extinguisher	1 No.		
23	Nozzle for DCP 9 and 10kg	5 Nos.		
24	Painting of portable type fire extinguisher	6 Nos.		
25	Instruction sticker for all type of fire extinguisher	29 Nos.		
26	Safety clip for DCP 5,10,9 and 25kg	5 Nos.		
27	Control valve for DCP 6 kg	1 No.		
28	Control valve for DCP 9 kg	1 No.		
29	Control valve for Mechanical foam 9L	2 Nos.		
30	Painting charges for buckets	8 Nos.		
31	Painting charges for fire extinguisher stand	3 Nos.		
	TOTAL			
	GST @18%			
	TOTAL VALUE WITH GST			

COMPANY SEAL:

SIGNATURE :

DESIGNATION :
COMPANY :
DATE :

SCHEDULE – B

**STATEMENT OF WORK ORDERS EXECUTED / UNDER EXECUTION DURING THE
LAST FIVE YEARS AS ON THE DATE OF TENDER**

Sl. No.	Name and address of the organization	Description of Work	WA No. & Date	Qty	Value of order in Rs.	Scheduled date of completion of order	Actual date of completion of order
1.	2.	3.	4.	5.	6.	7.	8.

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – C1

DEVIATION FROM TECHNICAL SPECIFICATION

All technical 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 TECHNICAL Specification and the tender confirms to the specification in all other respects.

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – C2

DEVIATION FROM COMMERCIAL TERMS

All deviations from the commercial terms 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 terms of the Specification.

COMPANY SEAL :

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – D

UNDERTAKING IN LIEU OF E.M.D.

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

To

The Executive Engineer/Operation,

KILPAUK 230 KV Sub Station,

TANTRANSCO,

Chennai -600 010.

THIS DEED OF UNDERTAKING EXECUTED AT-----ON THIS THE -
----- DAY OF ----- TWO THOUSAND AND
TWENTY ONE BY M/S. -----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 EXECUTIVE ENGINEER/OPERATION/KILPAUK 230KV SS. THE
TAMILNADU TRANSMISSION CORPORATION LIMITED, a Body Corporate constituted
under the Electricity (Supply) Act, 1948 (Central Act LIV of 1948) having its office at
230KV Kilpauk SS, New Avadi Road, Kilpauk, Chennai-10 herein called the "TANTRANSCO"
(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-----for participation in the tender for supply of-----
-----in terms of specification No-----

AND WHEREAS the tenderer is exempted by the TANTRANSCO from payment of EMD in
the form of cash, subject to the tenderer executing an undertaking to the value of
Rs.....(Rupees.....) representing the amount equivalent to
the amount of EMD specified to be paid to the Board in the event of non-fulfillment of
breach of any of the conditions of the tender by the Tenderer as mentioned hereunder.

AND WHEREAS in consideration of the acceptance by the TANTRANSCO of the above
proposal, The tenderer has agreed to pay to the Board the said amount of Rs-----
----- in the event of:-

(1) Withdrawing his tender before the expiry of the validity period, OR

(2) Withdrawing his tender after acceptance, OR

(3) Violating any of the conditions of the tender issued by the competent authority;

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said agreement the Tenderer hereby doth covenant with the Board that in consideration of the "TANTRANSCO" waiving the condition of payment of EMD in cash in terms of the said specification, the Tenderer has agreed to pay to the Board Rs..... only) in the event of :

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

(ii) Withdrawing his tender after acceptance.

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

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

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

The expression, 'tenderer' and the 'TANTRANSCO' hereinafter before used shall include their respective successors and assign in office.

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

SIGNATURE

NAME IN BLOCK LETTERS:

SEAL OF THE COMPANY :

In the presence of Witnesses:

1. Signature :
Name & Address :

2. Signature :
Name & Address :

SCHEDULE – E

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS.

(To be filled by the tenderer in a non-judicial stamp paper of value not less than Rs.80/-)

To

The Executive Engineer/Operation,

KILPAUK 230 KV Sub Station,

Chennai - 600 010.

This undertaking executed aton this(date)(month) two thousand andby M/s..... a company registered under Companies Act, 1956 having its Registered Office at hereinafter called the Contractor (which expression shall where the context so admits mean and include its successors in office and assigns) with the Tamil Nadu Electricity Board, a statutory authority created under the powers vested with the Electricity (supply) Act, 1948, having its office at 230KV KILPAUK Sub Station, Chennai - 10, hereinafter called the purchaser (which expression shall where the context so admits means and includes its successors in office and assigns).

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

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

AND WHEREAS in accordance with clause.....of the above mentioned Purchase Order, the contractor has to furnish an undertaking that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than in the High Court Branch, Madurai.

It is also 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 arises within the jurisdiction of any of the courts in Tamil Nadu and rest within the jurisdiction of any of the courts in Tamil Nadu and rest within the jurisdiction of Courts outside Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of

Tamil Nadu and no other court outside. Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

IN WITNESS WHEREOF THIRUof the contractor hereby put his hand and seal for due observe of the undertaking in the presence of the following witnesses.

SIGNATURE WITH SEAL.

WITNESS :

1) (Signature with Name and Address)

2) (Signature with Name and Address)

SCHEDULE – F

UNDERTAKING TOWARDS INPUT TAX CREDIT

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

To

The Executive Engineer/Operation,

KILPAUK 230 KV Sub Station

Chennai -600 010.

We hereby declare and confirm that we are registered vendor under GST

Act having GSTIN _____ in State of _____ .Our applicable GST%
for the above reference job is under code _____

We hereby declare and confirm that we are registered vendor under composite scheme having GSTIN. We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANTRANSCO by way of commensurate reduction in prices and as such we hereby declare that we are extending Rs. /- of % as rebate in my awarded price against input tax credit benefit. We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANTRANSCO failing which TANTRANSCO may take appropriate action.

Signature of bidder with Company Seal.

Witness with address:

1)

2)

Note: Bidder may strike out the Para not applicable

SCHEDULE –G

IRREVOCABLE BANK GUARANTEE FOR FURNISHING EARNEST MONEY DEPOSIT

(In Rs.100/-Non-Judicial Stamp paper)

B.G.No: Amount: Rs. Date: Valid till:

THIS DEED OF GUARANTEE made on this Day of Two thousand and by the (Bank)., at (address of the bank) under the Act, 1969 and having its central office at , and amongst other places branch at hereinafter referred to as the "BANKS"), to and in favour of TANTRANSCO, a Company registered under the Company's Act 1956 having the office at KILPAUK 230KV SS, New Avadi Road, Kilpauk, Chennai-10, represented by the..... (here in after called the 'Purchaser').

Whereas M/S..... (hereinafter called the ('Bidder') have by virtue of participating in the tender floated by the Purchaser as per Tender Specification Noagreed with the Purchaser to in accordance with the termsand conditions contained therein.

AND WHEREAS in accordance with the terms of the Tender Specification No..... the Bidder has to pay a sum of Rs..... (Rupees only) towards Earnest Money Deposit or furnish an irrevocable bank guarantee from a nationalized bank for an amount specified in the tender specification for the purpose of participating in the tender and adherence to the terms and conditions mentioned in the Tender Specification.

AND WHEREAS the bidder has requested the Purchaser to accept irrevocable bank guarantee from nationalized bank in lieu of Earnest Money Deposit for an amount specified in the tender specification for the purpose of participating in the Tender and adherence to the terms and conditions mentioned in the Tender Specification.

AND WHEREAS the Bank has at the request of the bidder, agreed to guarantee the payment of the said sum in case the tender procedures is not adhered in accordance with the specifications indicated in the terms and conditions contained in Tender specification No dt

NOW THE DEED WITNESSES AS FOLLOWS:

In consideration of the purchaser having agreed to accept the irrevocable bank guarantee from a Nationalized Bank, towards the Earnest Money Deposit of the materials/system supplied for a sum equivalent to(value of the tender specification to be entered) (Rupees only) the Bank do hereby guarantees that if the bidder fails to perform the tender procedures in accordance with the specifications and conditions of the purchase order and 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 sum of Rs...../- (Rupees only)

PROVIDED FURTHER that the guarantee hereunder furnished shall be released as soon as the bidder has completed the tender procedures to the satisfaction of the purchaser in accordance with the terms and conditions specified in the tender specification and the period of one year is over and a certificate to that effect is issued by the purchaser.

The bank further undertakes to indemnify the purchaser against any loss or damage that may be caused or suffered by the Bidder by reason of any breach of the terms and conditions in the said Tender Specification No.....

The guarantee herein contained shall remain in force till the terms and conditions of the Tender specification No have been fully and properly carried outby the said contractor and in any case, the guarantee shall not hold good after the expiry of.....

The Bank further agree with the purchaser that the purchaser 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 mentioned in the tender specification or to extend the time of validity of the bank guarantee 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 bidder and to forebear or to enforce any of the terms and conditions relating to the said tender specification 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 bidder or by reason of any forbearance , act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or things what-so-ever which under the law relating to sureties would but for these provision have the effect of so relieving the Bank.

Any account settled between the purchaser and the bidder shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.

The expressions "Bank", "Bidder" and the "PURCHASER" herein before used shall include their respective successors and assigns.

IN WITNESS WHEREOF THIRU acting for and on behalf of the bank and signed this deed on the day, month and year first above written. In the presence of witness:

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

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

Designation of the Tender
Inviting Authority

SCHEDULE – H

DECLARATION FORM

TANTRANSCO LTD:SPECIFICATION NO.02/KILPAUK 230 KV Sub Station/LT.NO. 02/2023-24.

To
The Executive Engineer/Operation,
KILPAUK 230 KV Sub Station
Chennai -600 010.

Dear Sir,

Having examined the above specification together with the accompanying schedules etc., we hereby offer to carry out the works covered in this specification at the rates entered in the attached schedule of prices.

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

In accordance with Security Deposit Cum Performance Guarantee clause, Section-VI, of the specification we agree to furnish security to the extent of 5% value of Purchase Order valid till the expiry of guarantee period.

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 :

DATE :

SIGNATURE :

DESIGNATION:

COMPANY SEAL:

ANNEXURE-I

CHECK LIST FOR BID QUALIFICATION

INSTRUCTIONS:

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

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.	Mail id. for correspondence	
5.	Proof for payment of EMD/BG, Proof of SSI or NSIC Or (b) Memorandum part II certificate (for local unit) / NSIC certificate (for outside unit) along with Undertaking in lieu of EMD as in 3(x) below in non judicial stamp paper not less than Rs 80/-.	
6.	i. Confirm whether the tenderer is a registered contractor in TANTRANSCO/TANGEDCO/TNEB ltd ii. If yes, whether documentary evidence is enclosed iii. If so, list the documentary evidence	Yes/No
7.	Whether the bidder is old supplier/contractor to the TNEB/TANTRANSCO/TANGEDCO	Yes/No
8.	Whether the copies of orders executed by the bidder in respect of materials tendered to State Electricity Boards/Power utilities enclosed.	Yes/No
9.	Whether performance certificates from the end users enclosed	Yes/No
10.	Whether EPF, ESI and Labour License Number enclosed	Yes/No

DATE :
PLACE:

SIGNATURE OF THE TENDERER
NAME :

STATUS IN THE COMPANY
(AFFIX SEAL OF THE COMPANY)

ANNEXURE-II.

CHECKLIST FOR COMMERCIAL TERMS

INSTRUCTIONS:

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

Sl.No	Particulars	Bidder's response
1.	EARNEST MONEY DEPOSIT: i. Amount	Rs.340/- (Rupees Three Hundred Forty only).
	ii. Mode of payment	Demand Draft in favour of the Superintending Engineer /Operation/North/Chennai/ TANTRANSCO or Bank Guarantee valid for one year
	iii. If exempted state whether the bidder is SSI unit of Tamil Nadu/SSI unit registered with NSIC/ Unit of Government of Tamil Nadu	Yes/No
	iv If SSI unit state whether copy of duly attested Permanent Registration Certificate enclosed.	Yes/No
	v. Whether the material tendered is included in the certificate.	Yes/No
	vi. Validity of the permanent registration certificate.	Yes/No
	vii. Whether undertaking on a non- judicial stamp paper of value more than Rs.80/- (Rupees Eighty) enclosed in lieu of EMD	Yes/No
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	Yes/No
3.	PRICE: i) Whether the price quoted is firm	Yes/No

	ii) Unit Goods & Service Tax on Ex-works price, and F&I (Percentage and amount)	Yes/No
	iii) GST on LD, forfeiture of EMD/SD	Yes/No
4.	Whether the tenderer is agreeable for the following clauses specified under Section V of the specification. i. Payment terms	Yes/No
	ii. Security Deposit Cum Performance Guarantee	Yes/No
	iii. Delivery	Yes/No
	iv. Liquidated damages	Yes/No
	v. Guarantee	Yes/No
	vi. Jurisdiction for legal proceedings	Yes/No
5.	Quantity offered. (Tentative/Approximate quantity as per Tender Specification)	---- Nos.
6.	Whether tenderers furnished their Permanent Account Number (PAN) /GST Number (GSTIN) in their offer.	Yes/No PAN No. GSTIN No.
7	(i)Whether copy of Goods & Services Tax Certificate enclosed.	Yes/No
	(ii)If so, indicate the date GST certificate Whether Input Tax Credit(ITC)	Yes/No
	(iii)taken into account while quoting	Yes/No
	(iv)HSN code of the material	Yes/No

DATE :

SIGNATURE OF THE TENDERER

PLACE:

NAME :

STATUS IN THE COMPANY
(AFFIX SEAL OF THE COMPANY)

ANNEXURE-III

EPF & ESI UNDERTAKING

(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: Works contract for Refilling, Recharging, Servicing and Testing of existing fire Extinguishers at 230 KV KILPAUK Sub-station.

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/TANTRASNCO shall not be responsible for the consequent legal/Financial obligations.

Authorized Signatory

(Contractor)
With seal

Date:
Place: