

TAMILNADU TRANSMISSION CORPORATION

From
Er.O.Karamallayan,
Superintending Engineer,
Operation/North/Chennai,
Korattur 230kV SS Campus,
Chennai-600 080.

To
Website.

Lr.No.004630/SE/O/N/CNI/AEE/E/AE/MM/F.Enq.No. 15/24-25/2024, dt.09.10.2024

Sir,

Sub:-TANTRANSCO – Operation Division - Supply of new 10 Nos. SF6 gas
Cylinders each equally of 50Kg –Tender specification– Regarding.

Please quote your lowest price for supply of new 10Nos. SF6 gas Cylinders each equally
of 50Kg against LT.No.15/24-25 by single part two cover system.

Sl.No.	Description of the Material	Quantity	Place of Delivery
1.	New Sf6 gas with cylinders (Each cylinder containing 50 kg of SF6 gas) Only manufacturer cylinders are acceptable.	500 Kgs (10 cylinders)	CEDC /WEST/ Stores

i)Tender specification with general Terms & conditions is available at the office of SE/Operation /North/TANTRANSCO, 230kV Korattur SS Campus, Chennai-80. Copy can be had till 23.10.2024 at 14.00 Hrs by remitting the prescribed amount of Rs.100/- by cash in the account of the SE/Operation/North/TANTRANSCO payable at Office of Superintending Engineer/CEDC/West/Chennai, Thirumangalam and the receipt shall be produced at the undersigned office.

ii) The due date for submission of offer on or before 23.10.2024 **at 14.00 hrs.**

The tender cover should be given in person (or) by post to the office of SE/Operation/ North /TANTRANSCO, 230kV Korattur SS Campus, Chennai-80 within due date and time. If the tender cover received after the due date and time it will not be accepted.

The due date for opening of tender is 23.10.2024 **at 15.00 hrs.**

The outer cover should contain the following:

- i) DD/cash receipt for EMD amount/Proof of Permanent EMD Holder / Irrevocable bank guarantee from a nationalized bank for EMD amount along with relevant undertaking in non-judicial stamp paper of Rs.500/- /Undertaking in lieu of EMD along with necessary proof and documents for exemption of EMD in non-judicial stamp paper of Rs.500/-
- ii) Check list (Annexure-III)
- iii) Inner cover

If the tenderer is eligible for exemption from payment of EMD, as detailed in 'EMD' clause, of tender specification, they should furnish the following in the outer cover.

- a) Proof of Permanent EMD Holder (or)
- b) Proof for exemption of EMD (Udyam registration certificate along with supportive documents for proof of investment in plant and machinery) with Undertaking in Rs.500/- (Rupees Five Hundred only) stamp paper in TANTRANSCO's standard format. (or)
- c) Irrevocable bank guarantee from a nationalized bank for EMD amount along with relevant undertaking in non-judicial stamp paper of Rs.500/-.The undertaking format is enclosed as Annexure– 'VIII' in the tender specification.

Note that the undertaking in any other format other than the prescribed one, will not be accepted and the offer is liable for rejection.

The details about the EMD amount to be paid and other details are explained in the detailed tender specification. If EMD (or) proof for EMD exemption with EMD undertaking is not available then the tender will be summarily rejected.

Inner Cover:

The inner cover should contain the "schedule of price" mentioned in the tender specification as Annexure -II.

- i) "The Enq.No., due date, name of tenderer, name of work should be furnished on the top of the cover. Please note that the tender cover will not be opened if the details are not furnished on the cover, as mentioned above.
- ii) DD for E.M.D Amount to be paid/paid cash receipt/Proof of Permanent EMD Holder (or) proof for exemption of EMD and undertaking in stamp paper should be furnished as specified in the specification. Please note that the offer without EMD / Proof for exemption of EMD & undertaking will not be considered.
- iii) TANTRANSCO cannot be held responsible for loss / delay of tender sets sent by post.
- iv) The undersigned reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- v) The existing PEMD holder for Rs.20 Lakhs- are eligible to participate in the tender only for the value of tenders not exceeding Rs.10 Crores

The Tender set can be had at the office of SE/Operation/North/TANTRANSCO, 230kV Korattur SS Campus, Chennai-80 during office hours by submitting a requisition letter specifying the LT.No.15/2024-25 and by remitting the prescribed amount or can be downloaded in TANTRANSCO tenders website. The undersigned reserves all the rights to reject any or all tenders without assigning any reasons thereof.

The due date for the sale of tender is on 23.10.2024 @ 12.00Hrs. The Quotation shall be addressed to the office of SE/Operation/North/TANTRANSCO, 230kV Korattur SS Campus, Chennai-80.

Sd/-

SE/OPERATION/NORTH/CHENNAI

Copy to Deputy Financial Controller/CEDC/West with a request to depute one AAO on due date 23.10.2024 for opening the tender.

TENDER SPECIFICATION FOR THE SUPPLY OF NEW 10 NOS. SF6 GAS CYLINDERS EACH EQUALLY OF 50KG

1. Enq.No. : LT. No.15/2024-25
2. Type of Tender : Single part 2 cover system
3. Due date of submission of offer : on or before 23.10.2024 at 14.00 Hrs.
4. Cost of tender specification : a) Within Tamilnadu Rs.250/-
b) Outside Tamilnadu Rs.277/-
(Rs.100/- extra for postage)
5. Cost of tender specification for down loading from the web site : NIL
6. Date of Tender opening : 23.10.2024 @ 15.00 Hrs.
7. EMD cost : Rs.6000/- (The tenderer who are exempted from payment of EMD should furnish an undertaking on a non Judicial stamp paper for value of Rs.500/-)

Sl.No.	Description of the Material	Quantity	Place of Delivery
1.	New Sf6 gas with cylinders (Each cylinder containing 50 kg of SF6 gas) Only manufacturer cylinders are acceptable.	500Kgs (10 cylinders)	CEDC /WEST/ Stores

Enclosures:

1. Annexure –I (General terms & conditions)
2. Annexure –II (Technical specification)
3. Annexure-III (Check list)
4. Annexure-IV (Undertaking in Lieu of EMD)
5. Annexure–V (Declaration ITC benefit)
6. Annexure –VI (Undertaking towards jurisdiction for legal proceedings)
7. Annexure – ‘VII’ Declaration form
8. Annexure – ‘VIII’ Irrevocable bank guarantee for furnishing end

GENERAL CONDITIONS

(i) The bidder should be a registered Indian Manufacturer / Authorized Dealer of Reputed Manufacturer. Necessary proof such as copies of manufacturing license for the Sf6 gas units / Memorandum of Association / dealership authorization should be uploaded.

(ii) The tenderer should have supplied new Sf6 gas in cylinders in units of tendered size or higher size to any SEBs/Power Utilities/Government/Semi-Government/Public Sector Organizations during the last five years from the date of tender opening. The tenderer shall furnish details of Purchase orders placed on them by SEBs/Power Utilities/Government/Semi-Government/Public Sector Organizations during the last five years.

At least two numbers end user certificate shall be furnished for having successfully completed the work and they shall be in satisfactory operation for a continuous period of 3 years as on the date of tender opening.

(iii) The Annual turnover of the tenderer shall be more than Rs.1.5 lakhs during any one of the last three years (i.e. 2021-2022, 2022-2023 & 2023-2024). Proof for the same shall be attached in the tender. In case of bidders registered under Companies Act-1956, attested copy of Audited financial statements like, Profit and Loss Account and Balance sheet for all the above 3 years may be furnished. In case of others, the Annual turnover certified by the practicing Chartered Accountant or attested copy of income tax statements or attested copy of sales tax certificate for all the above 3 years may be enclosed as documentary proof to ensure the turnover criteria.

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

The bidder shall attach the scanned copies of documentary proof for all the above.

ANNEXURE – I

General Terms & Conditions for the L.T No. 15/2024-25

1. General

1. The validity should be 120 days from the date of opening the tender.
2. The rates quoted should be both in figure as well as words.
3. The material to be supplied is as per the technical specification, ISI quality and suitable for TANTRANSCO requirement.
4. The TANTRANSCO will not be responsible for any loss of tender specification or delay in receipt during transit, if sent by post.
5. The undersigned reserves right
 - a. To split / accept / reject / cancel the tender without assigning any reason.
 - b. To alter the quantity according to the requirement at the time of placing order.
 - c. To accept the rates advantage to the TANTRANSCO, if the rates quoted differs in figure and words.
 - d. To cancel the order if the material supplied is not as per TANTRANSCO requirements.
6. The tender will be summarily rejected if
 - a. The offer received after the due date and time.
 - b. If the offer received by Fax / E-mail / Telegraphic message.
 - c. If the Enq.No. and the EMD amount not mentioned in the undertaking furnished by the company.
 - d. If the cover does not contain EMD (or) Proof for EMD exemption of with undertaking in stamp paper.
 - e. If the document / offer furnish is found to be bogus or contains any false particulars. (in such case the EMD paid by the tenderer's will be forfeited in addition to black listing for future tenders / contractors in TANGEDCO / TANTRANSCO)
7. The tender is liable for rejection
 - a) If the offer was not signed by the contractor.
 - b) If the offer received in open condition.
 - c) Received from consortiums of SSI units.
 - d) Received from black listed firm.
 - e) If the undertaking furnished in lieu of EMD is not as per the format.
 - f) If the undertaking furnished in lieu of EMD is not signed by the contractor.
 - g) Received from the tenderer who is directly or indirectly connected with Government service or Board services of Local authority.
 - h) Not containing all the particulars as per Annexures.
 - i) The offer cover does not super scribed as "Quotation for the supply of new 10 Nos. SF6 gas Cylinders each equally of 50Kg against LT.No. /2024-25, dt. .2024.

2. TENDER OPENING

- a. The tender offers will be opened at 15.00Hrs on the due date at the Office of the Superintending Engineer/Operation/North/Chennai at 230kV Korattur SS Campus in the presence of tenderer's authorized representatives who may wish to be present on the date of opening.
- b. If the last date for submission of tender offers and tender opening date happens to be a holiday, the tenders will be received and opened on the succeeding working day.

Note: 1. Validity should be 120 days from the date of opening the tender.
2. Quotation with any deviation from Technical, Commercial Term will be summarily rejected.

3. PRICE

1. The Tenderer's shall quote the Ex-works price, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to Stores anywhere in Chennai. A format for price schedule is given in Annexure II.
2. The tenderer should quote their rates taking into account the (Input Tax Credit (ITC) relief available to them on account of GST already paid. A certificate to this effect may be furnished along with the tender.

3. The tenderers are requested to quote their prices both in figures and words.

The quantities and prices shall be written legibly and free from erasures, over writings, or conversion of figures, wherever unavoidable shall be made by crossing out, initialling, dating and rewriting.

4. DELIVERY

The scope of the delivery shall cover the following:

1. Supply of new SF6 gas in cylinders and delivering the consignment within 60 days from the date of receipt of Purchase Order. The order is up to delivering at Stores including un-loading.
2. If the guaranteed delivery period is not kept up, the liquidated damages will be enforced. TANTRANSCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier. To ensure sustained supply without any interruption, TANTRANSCO reserves the right to place orders among more than one tenderer.
3. The TANTRANSCO will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the indent, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TANTRANSCO in addition to the liquidated damages for delay, the actual difference in price whenever the TANTRANSCO orders the delayed quantity to be supplied / executed by other agencies at higher rate
 - a) It is the responsibility of the supplier to give advance information on inspection, dispatch of materials and other obligations under the terms and conditions of this specification in order to deliver the unit within the contractual delivery period.
 - b) The delivery period will not normally be extended. Hence, all efforts shall be taken to deliver the materials within the contractual delivery period.
 - c) The above delivery shall be guaranteed by you under liquidated damages clause governed by this specification. The date of actual receipt of materials will be reckoned as the date of delivery for the liquidated damage purpose.
 - d) The date of receipt of last component of the main equipment will be reckoned as the date of delivery for the purpose of calculation of liquidated damages for delay in delivery, when the main equipment and accessories are received in piece-meal.
 - e) If any other delivery period is indicated the tender is liable for rejection.

5. PAYMENT

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

(a) Within Delivery period:

100 % of the all-inclusive price of the equipments/ materials will be paid within a time frame of 45 days for SSI units and within 90 days for non SSI units from the date of receipt of materials at good condition at site and submission of bills to the DFC/CEDC/WEST in the name of Superintending Engineer/Operation/North with required documents after deducting recoveries if any, failing which simple interest for the delayed period will be paid at SBI three months MCLR

(b) Beyond Delivery Period

100 % of the all-inclusive price of the equipments/ materials will be paid within a time frame of 45 days for SSI units and within 90 days for non SSI units from the date of receipt of materials at good condition at site and submission of bills to the DFC/CEDC/West in the name of Superintending Engineer/Operation/North with required documents after deducting Liquidated damages and other recoveries, if any, failing which simple interest for the delayed period will be paid at SBI three months MCLR. Payment will not be made for materials damaged during transit. All defective materials shall be replaced by the supplier free of cost.

Payments for the suppliers will be made by the Deputy Financial controller/CEDC/West by cheque/RTGS on any one of the Nationalized Banks / Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu. The Bank charges involved in making the payment will be to the account of the tenderer. The Tenderer has to furnish the following details of the Bank Account to which the payment be credited.

1. Name of the Account Holder
2. Name of the Bank
3. Branch
4. Account No.
5. IFSC code of the Branch
2. In case of delay in supply, the materials will be accepted subject to the following conditions.
 - (a) There should be no declining trend in prices.
 - (b) Payment will be released as per the recent Purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damage for belated supplies.
 - (c) TANTRANSCO reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this specification.
3. The bills for payment will be passed only after the approval/acceptance of the following:
 - (a) Security Deposit Cum Performance Guarantee for 5% value of the Purchase Order.
 - (b) Guarantee certificate.
 - (c) Supply of Instruction manuals, etc., as per the technical specification.
 - (d) Undertaking towards Jurisdiction for Legal Proceedings.
 - (e) Undertaking for ITC benefit.
4. The supplier should dispatch only after getting dispatch instruction. If the supplier dispatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharf age or both and only the supplier should bear any expenditure arising out of such unapproved dispatches.

6. PACKING AND FORWARDING:

1. The equipment and all its accessories shall be securely packed and despatched, freight paid, duly insured, at supplier's risk and cost. The packing may be in accordance with the manufacturer's standard practice. The supplier is responsible for ascertaining the facilities that exist for Road Transport to site. Each package shall be clearly marked and contain detailed packing list, such as gross weight, net weight etc. the supplier is solely responsible for any loss or damage during transport. The Equipments/Materials shall be unloaded at destination store/ site by the supplier at free of cost.
2. Each consignment shall be accompanied by a detailed packing list containing the following information.
 - a) Name of the consignee.
 - b) Details of consignment
 - c) Destination
 - d) Total weight of consignment
 - e) Handling and unpacking instructions.
 - f) Bill of material indicating contents of each package.
3. The supplier shall ensure that the bill of material is approved by the purchaser before despatch.
4. The supplier is responsible to make sure about the facilities that exist for Road and Rail transport to site, the maximum packages which can be conveyed by the railways and crane lift available at the destination railway station. The supplier is also responsible for any loss or damage during transport and storage for 60 days.

7. LIQUIDATED DAMAGES:

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

If the supplier fails to deliver the equipments/materials within the time specified in the contract or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT (0.5%) of the contract price of the undelivered equipments/materials for each completed week of delay. The total liquidated damages shall not exceed TEN PERCENT (10%) of the contract price of the equipments/materials so delayed. Only the date of actual receipt of materials at stores will be reckoned as date of delivery for this purpose.

2. Equipment will be deemed to have been delivered only when all its Component parts and its accessories are also delivered. If certain components and accessories are not delivered in time the whole equipment will be considered as delayed unless, the missing parts are delivered. The Liquidated damages will also be levied for the quantity not supplied as is done for the delayed supplies. If supplies effected in part which could not be beneficially used by the TANTRANSCO (due to such incomplete supply), liquidated damage will be worked out on the basis of entire contract price of the such whole units which could not be beneficially used and not on the value of delayed portion.

3. If supplies to be rendered are made by the supplier beyond the period of delivery and they are accepted by the TANTRANSCO, such acceptance is without prejudice to TANTRANSCO's right to levy liquidated damages for the delay in supply.

4. If the ordered materials are not delivered the purchaser shall recover from the supplier, as liquidated damages a sum equal to TEN PERCENT (10%) of the contract price of the equipments/materials undelivered besides forfeiture of security deposit.

5. The suppliers 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 placing orders for such quantities on some others at a higher price.

6. Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.

7. If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.

The TANTRANSCO will also be at liberty to cancel the contract if the supply is not completed within the accepted delivery period notwithstanding the liquidated damages clause applicable for the belated supplies. Any charge for cancelling the contract will not be accepted under any circumstances.

In the event of cancellation of contract or non-completion of supply by the suppliers, then the short-supplied items may be ordered fresh. The excess price if any between the original and new contract will be recovered from the original supplier from the amount due to the original supplier either from this contract or from any other contract.

8. LOSS OR DAMAGES:

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

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

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

b. In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, excise duty and sales tax (if payable) and other charges payable thereof will be paid only proportionate to the value of

materials received in good condition, unless the damaged goods or short supplies are made good free of cost by the suppliers.

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

d. In case supplies are rejected and they are replaced subsequently, the date of such replacements will be reckoned as the date of supply.

e. It will also be open to the TANTRANSCO at any time to reject such goods and terminate the contract and claim damages or compensation from the supplier.

ANY DEFECTS

If manufacture defect is noticed, the same should be replaced at free of charge by the supplier.

9. INSTRUCTION TO THE TENDERERS

1. The offer should be sent to the O/o SE/Operation/North/Chennai at 230kV Korattur SS Campus and superscripted as "Quotation for the supply of new 10 Nos. SF6 gas Cylinders each equally of 50Kg against LT. No.15/2024-25, due on 23.10.2024 so as to reach the undersigned by 14:00 Hrs on the due date. Also indicate in the outer cover about the details of the EMD amount or proof for EMD exemption and undertaking furnished.

Please note that the tender cover will not be opened if the details not super scribed on the cover, as mentioned above.

The outer cover should contain the following:

- i) DD/cash receipt for EMD amount/Proof of Permanent EMD Holder / Irrevocable bank guarantee from a nationalized bank for EMD amount along with relevant undertaking in non-judicial stamp paper of Rs.500/-/ Undertaking in lieu of EMD along with necessary proof and documents for exemption of EMD in non-judicial stamp paper of Rs.500/-
- ii) Check list (Annexure-III)
- iii) Inner cover

2. **The inner cover should contain the following.**

Schedule of price as per Annexure II of tender specification.

- ❖ If EMD/Proof of PEMD/ Irrevocable bank guarantee from nationalized bank as per Annexure – VIII/proof for EMD exemption with undertaking is not available, the tender will be summarily rejected.
- ❖ The quotations received against this enquiry will be opened on the same date of tender opening at 15.00Hrs in the presence of tenderers (or) representatives.
- ❖ If the due date of receipt / opening of tender is declared as a holiday the tender will be received /opened on the next working day.

10. Earnest Money Deposit

An amount of Rs.6000/-(Rupees Six thousand only) shall be remitted in cash /DD in favour of "Superintending Engineer/Operation/North/Chennai/TANTRANSCO" payable at Chennai, to the DFC/West at the office of the SE/CEDC/West/TANGEDCO, Thirumangalam . Any other mode of payment of EMD shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.

Please note that the Cheques and bank guarantees will not be accepted.

The MSME's which have filed Udyog Aadhar Memorandum (UAM) and obtained UAN (Udyog Aadhar 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 Centre 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 Aadhar Memorandum submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI units while participating in TANTRANSCO tenders.

The SSI units located outside Tamil Nadu are not eligible for exemption from payment of EMD in TANGEDCO tenders against Udyam Registration Certificate even though registered in Udyam portal for tendered items.

The tenderers who are exempted from payment of E.M.D. should furnish an undertaking on a non judicial stamp paper for value of Rs.500/- (Rupees Five Hundred only) to pay an amount equivalent to E.M.D. in case of non-fulfillment of the conditions stipulated in the P.O. The undertaking format is enclosed along with specification.

The proof for exemption from payment of E.M.D. or receipt for having paid the E.M.D. shall be furnished.

DD for EMD Amount to be paid/paid cash receipt/Irrevocable bank guarantee from nationalized bank / Proof of PEMD/Proof for exemption of EMD and undertaking in relevant stamp paper should be furnished as specified in the specification. Please note that the offer without EMD/Proof for exemption of EMD & undertaking will not be considered.

The E.M.D. will be refunded to the unsuccessful tenderer after finalization of the tender. It will not carry any interest.

11. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :

- a. The successful tenderer will have to pay a Security Deposit of 5% of the value of the contract within 30 days from the date of receipt of awarding letter in the form of DD. The Security Deposit does not bear any interest. In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and the Purchase Order will be cancelled.
- b. Failure to comply with the terms regarding security deposit set out in the purchase order with out any further reference to the supplier.
- c. It should be clearly indicated on the quotation whether the firm is registered with S.S.I. / it is a manufacturer/dealer. The copy of S.S.I certificate should be enclosed .
- d. The rates quoted should be both in figures as well as in words.
- e. Quality intended may be altered to suit for requirement at the time of placing order.
- f. The undersigned reserves the right to split the tender, accept any tender, cancel the tender without assigning any reason.
- g. The quotation should be valid for 120 days from the date of opening
- h. The GST will be paid extra as applicable. The amount of GST and % payable shall be indicated separately in the Tender offer.
- i. Specific concurrence or otherwise to all the terms noted herein should be furnished in the tender. Failure to do so will be taken as concurrence to the terms.
- j. The GST registration details of the company is mandatory
- k. The successful tenderers who are having permanent EMD, backs out from the payment of security deposit, an equivalent amount of EMD shall be forfeited from their PEMD amount.

12. PREVIOUS EXPERIENCE

The indenting tenderers should furnish proof for supply of above material, if any to TNEB, and other power utilities of Government of India, along with tender.

13. GUARANTEE

1.The entire equipments / material to be supplied shall be guaranteed for a period of **at least 18 months** from the date of receipt of last consignment of materials at site in good condition. During the guarantee period if any of the materials/equipments fail, the supplier shall replace free of cost.

2. Any defects noticed during this period shall be rectified free of cost to the TANTRANSCO **within** 30 days from the date of intimation of defect/ failure. Irrespective of number of failures and repairs, the suppliers are responsible for free replacement of the defective materials till the same serves a continuous period of 18 (eighteen) months from the date of commissioning after the last repairs and this shall be in addition to the guarantee provided for the equipment.
3. A written guarantee guaranteeing the TANTRANSCO Ltd against defects in the materials supplied, either in materials or workmanship should be furnished preferably along with the payment. The guarantee shall be operative for a period of 18 months from the date of receipt of materials at site in good condition.
4. Any defects or failure occurring within the guarantee period shall be replaced free of cost within 30 Days (Thirty Days) on receipt of intimation from the purchaser on such defects of failures. If they are not replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted along with the 95% bills themselves. Any expenditure incurred in the transportation of material for rectification or replacement will be to the suppliers account.
5. The tenderer's who quotes from outside Tamil Nadu may indicate whether any service centers are available inside Tamil Nadu, so as to rectify/ repair the materials that are defective / failed within guarantee period without delay.
6. The incidental expenses, transport and freight charges for the replacement of defective materials within the guarantee period may also be borne by the supplier.
7. The tenderers shall guarantee among other things, the following:
 - i) Quality and Strength of materials used.
 - ii) Safe electrical and mechanical stresses on all parts of the equipments / materials under all specified conditions.
 - iii) Performance figures given by the tenderers in the Schedule of Guaranteed technical particulars

14. Goods and Services Tax [GST] :

The TANTRANSCO Ltd., has been registered as a dealer, under GST and the GSTIN is 33AADCT4780AFZA.

- I. Any increase in GST consequent to the contractor coming into different duty slab during the execution of contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the contractor. Any variation in GST due to statutory variation within the contract delivery date shall be considered.
- II. Provided always, it is hereby agreed and declared that in case, where the TANTRANSCO has doubt that GST is not at all payable for the transaction in question, the TANTRANSCO reserves the right to withhold the amount of tax until the party provides the necessary documentary evidence.
- III. In the event of documents furnished with the offer being found to be bogus or the documents contain false particulars; the EMD paid by the contractor will be forfeited in addition to black listing them for future tender/contracts in TANTRANSCO.
- IV. 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.
- V. The Goods and Services Tax will be paid extra as applicable. The amount of CGST, separately SGST, and IGST as applicable shall be indicated in percentage payable and amount in the tender offer.
- VI. In case of delayed delivery, the GST prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

- VII. It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material at the time of tendering. If the rates assumed by the tenderer are less than the current rates prevailing at the time of tendering, the 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 GST prevailing at the time of tendering will only be paid.
- VIII. Any variation in GST due to statutory variation within the contract delivery date shall be considered by the TANTRANSCO Ltd.
- IX. GST @ 18% or as applicable from time to time will be applied. GST recovery on above is eligible for Input Tax Credit (ITC).

Tax Deducted at Source (TDS):

TDS under 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.

GST – E-Way Bill:

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

15. Evaluation and comparison of the tender offers:

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 its subsequent amendments till date.
2. The tender offers received will be examined to determine whether they are in complete shape, all required data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the specification without any deviation.
3. For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:
 - I. The quoted price will be corrected for arithmetical errors.
 - II. In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.
 - III. The offers of the bidders, who have stated to be previous supplier as a main supplier to TANGEDCO/TANTRANSCO/TNEB will be considered for further evaluation, even though they have not submitted the copies of purchase orders or End user Certificate, etc., after ensuring with concerned purchase orders placing authorities.
 - IV. The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.
 - V. The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price +P&F+ Freight and Insurance) + GST. In case of import of goods would be treated as inter state supplies and would be subject to IGST in addition to applicable customs duty.
 - VI. Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases.

16. PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:

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

17. NON – ASSIGNMENT

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

18. EFFECTING OF RECOVERIES

Any loss, arising incident to non-fulfillment of this order or any other order, will be recovered from the Security Deposit held or any other amount due to the supplier from the TANTRANSCO from this order as well as from other orders.

19. GST CERTIFICATE:

The supplier should be ready to submit the returns as per GSTR1, 2 and 3 for each transaction.

20. RECOVERIES OF DUES

The Board is empowered

- a) To recover any dues against this contract in any bills security Deposit / Earnest Money Deposit due to suppliers either in this contract or any other contracts with Board.
- b) To recover any dues against any other contract of the suppliers with Board, with the available amount due to the suppliers against this contract.

21. RIGHTS OF THE TANTRANSCO

The undersigned reserves the right,

- a) Not to accept the lowest or any tender.
- b) To divide / split and award the contract to one or more contractors of any item/ items covered by the specifications.
- c) To revise the quantities and delivery schedule of any or all the items covered by this specification while placing orders.
- d) To relax or waive any of the conditions stipulated in the tender specifications as deemed necessary in the best interest of the board for good and sufficient reasons.

22. Replacement of Defective / Damaged Materials:

The defective or damaged materials shall be replaced free of cost within month from the date of receipt defective/damaged materials. If during the period of supply, it is found that goods supplied are defective in material or workmanship or do not confirm to the specification are unsuitable for the purpose for which they are purchased than it will be open to the purchaser either to repudiate the entire contract and claim such loss that the purchaser may on this account or require the contractor to replace the defective goods at free of cost to the Board.

23. Responsibility:

It may please be noted that the ownership of the materials will rest with the supplier till they are delivered at the destination site in good condition as per dispatch instructions.

24. Statutory Levies:

Any increase or decrease in the Statutory Levies like GST will be borne as per the direction of Government.

25. Consignee:

The materials to be supplied to the Stores Custodian, Central Stores, CEDC/West in Chennai along with invoice and Delivery challan in Triplicate.

Sd/-
SE/OPERATION/NORTH/CHENNAI

TECHNICAL SPECIFICATION

1.SCOPE

This specification covers the supply and delivery of new, unused, i.e. before introduction into any electrical equipment, SF6 Gas in cylinders for use in the SF6 type circuit breakers installed at Grid Sub-stations located all over the Chennai

2.APPLICABLE STANDARDS:

IS: 13072 -- Sulphur Hexafluoride for electrical purposes.

IS: 4379 -- Identification of contents of industrial gas cylinders.

IS: 7311 -- Seamless high carbon steel cylinders for permanent and high pressure liquefiable gases.

IEC: 60376 -- Specification for technical grade S₆ for use in electrical equipment

IEC:62271-4-2013-Handling procedures for S₆ and its mixtures.

3.DEVIATIONS

Materials meeting with the requirements of any other authoritative standards, which ensure equal or better quality than the standards mentioned above, shall also be acceptable, if the bidder clearly identifies the salient point of differences and merits between the standards adopted and the standards indicated above. Two copies of such standards with authentic English translations shall be furnished along with the offer. The Purchaser, however, reserves the right to accept or reject the above standards at its discretion, without assigning any reason thereof.

4.TOPOGRAPHICAL AND METEOROLOGICAL SITE CONDITIONS.

Location of supply.	Chennai.
Altitude.	<1000 m
Maximum Temperature.	50°C
Minimum Temperature.	0°C
Maximum daily average temperature.	32° C
Maximum humidity.	100%
Pollution level.	Heavy.
Airborne contamination, if any.	Highly polluted
Seismic withstand factor.	0.3g
Maximum wind pressure.	200 Kg/m ²
Wind velocity.	50 m/sec.
Maximum rainfall per annum	1200 mm
Average rainfall per annum	900 mm
Average no. of thunder-storm days per annum	50-65
Average no. of dust storm days per annum	10-15

The climate condition are prone to wide variation in ambient condition and for the equipments offered under this specification shall be suitable for installation in only SS in Tamil Nadu.

5.GENERAL REQUIREMENT

- a) The SF6 Gas cylinders shall be supplied with an universal type of valve outlet for filling gas in different makes of circuit breakers. Complete compatibility shall be ensured for fixing up of gas regulator of standard make.
- b) The SF6 gas shall be free from impurities and toxic contents as per the relevant IS specifications. There should not be any contamination or introduction of impurities from defective manufacturing process, leakage in manufacturing plant or contaminations from containing cylinders.

- c) The SF6 gas shall be filled in appropriate container of specified capacity in liquid state. The cylinders shall be marked as per the relevant IEC/IS for the identification of contents. There shall not be any leakage of gas during transportation and storage.
- d) Marking of Cylinders:-
 "Each Cylinder should be legibly marked at cylindrical part of the body with:
 - i. The symbol of SF6.
 - ii. "Sulphur Hexafluoride" in words and country of origin.
 - iii. The weight of the cylinder without protective cap.
 - iv. Additional markings, colourings etc. may be added in accordance with national or manufacturer's necessity as per IEC/IS.
- e) The supplier, if not the manufacturer, shall furnish a letter of authority from the manufacturer to sell their product in India, at the time of submission of their bid. Also the supplier/manufacturer shall furnish the letter of authority from the Department of Explosive, Govt. of India or from Govt. bodies for handling these materials, without any difficulty and the letter to be attached with their bid.
- f) **Manufacturer's/ Dealers/Suppliers SF6 gas cylinder with gas and seal will be accepted by TANTRANSKO.**
- g) Cylinder Capacity: Liquidated SF6 Gas is 40 litres and weight of SF6 gas in each cylinder shall be approximately 50kg.
- h) Filling Ratio: The filling ratio (The ratio of weight of liquefiable gas introduced in the cylinder to the weight of the water in the cylinder will hold at 15 °C) shall be around 1.20.
- i) Design and test parameters :
 The cylinders shall have a minimum designed working pressure of around 130 kgf/cm² (gauge). The test pressure for hydraulic stretch test shall be at least 210 kgf/cm² (gauge).

6.INSPECTION AND TESTING:

The manufacturer/supplier shall furnish all the test results, method of test details as specified in IS: 13072/ IEC 60376 with latest amendments if any, from any Govt. approved laboratory along with their offer. Also they shall furnish the information on details of the tests to be carried out during inspection & testing of the SF6 gases, in order to establish the purity of the SF6 gas.

Identically, the cylinders shall also be type tested as per the relevant IEC/IS and such type tests reports shall be furnished along with the offer. The supplier shall make necessary arrangements for conducting tests, to the satisfaction of the Inspection Officer at free of cost.

7.MANUALS AND LITERATURES

The supplier shall furnish at least three sets of instruction handling manuals/literatures/ etc., containing instructions and guidelines for proper safety, storage, handling, filling and any other use of the gas. The details of valve outlets and their compatibility shall be described in detail for the benefit of use at site.

TAMILNADU TRANSMISSION CORPORATION LIMITED
(A Subsidiary of TNEB)
ANNEXURE II (Schedule of price)
FOR L.T. No.15/2024-25

Sl. No.	Description	Qty	Rate/unit	Freight & Ins. Charge if any	Packing & forwarding if any	Tax amount & % age	All-inclusive Unit Price
1.	New Sf6 gas with cylinders (Each cylinder containing 50 kg of SF6 gas) Only manufacturer cylinders are acceptable.	500Kgs (10 cylinders)					
	Total Amount						

Split up Details :

- a. Ex-works Price : Rs.
- b. F & I charges (if any):Rs.
- c. P &F (if any) :Rs.
- d. GST :Rs.

Total unit FOR(D) price Rs.

.....
.....

**ANNEXURE-III
CHECK LIST**

S.No.	Particulars	Tenderer's Response
1	Name, address and Phone No. of the company	
2	Name, address and Phone No. of the factory / works	
3	Fax No.	
4	In the cover whether the following are enclosed a. DD for EMD b. If tenderer is eligible for exemption of EMD, whether the following are enclosed. i) Proof exemption of EMD and ii) Undertaking in Rs.500/-stamp paper. c. Price Schedule d. Terms & conditions	YES / NO YES / NO YES / NO
5	Validity of the tender	
6	Whether quoted price is firm	YES / NO
7	Whether tenderer agreeable for the following TANTRANSCO's standard clause	
	a. Payment	Accepted / Not accepted
	b. Delivery	Accepted / Not accepted
	c. Liquidated damage	Accepted / Not accepted
	d. Guarantee	Accepted / Not accepted
8.	Technical particulars enclosed	YES / NO

Signature :

Designation :

Company Seal :

ANNEXURE-IV
UNDER TAKING IN LIEU OF EMD

(To be furnished in non-judicial stamp paper of value not less than Rs.500/-)

THIS DEED OF UNDERTAKING EXECUTED AT _____ ON THIS THE _____ DAY OF _____ TWO THOUSAND AND TWENTY FOUR BY expression shall where the context so admits mean and include their Agents, Representatives, Successors-in- office and Assigns).

TO AND IN FAVOUR OF **SUPERINTENDING ENGINEER/OPERATION/ NORTH/CHENNAI, TAMIL NADU TRANSMISSION CORPORATION LTD.,** a corporation incorporated under the companies Act 1956 having its office at 10th Floor, NPRR Maaligai,144, Annasalai, Chennai-2 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 'TANTRANSCO' 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 'TANTRANSCO' 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 'TANTRANSCO' 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 'TANTRANSCO' 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

In the presence of Witnesses

1.

(Signature with name & address)

(Name in Block letter
Seal of the company)

2.

(Signature with name & address)

ANNEXURE – 'V'

Declaration on ITC Benefit

(to be submitted in NJS paper of value not less than Rs.500/-)

To

The Superintending Engineer,
Operation/North/TANTRANSCO,
230kV Korattur SS Campus
Chennai-80.

Sub:TANTRANSCO- Tender Specn No..... – for **supply of**
.....- Reg

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 unregistered vendor under GST Act being turnover is less than Rs. _____ Lakhs (being threshold limit) per annum. (For unregistered vendor has to submit an affidavit in the enclosed format).

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

Note: Bidder may strike out the para not applicable

ANNEXURE – 'VI'

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

This undertaking executed at on this (date) (month) two thousand twenty four by M/s.

Registered under Companies Act, 1956 having its registered office at hereinafter called the Contractor (which expression shall where the context so admits mean and include its successors in office and assigns) with the TANTRANSCO a statutory authority created under the powers vested with the Electricity (Supply) Act, 1948, having its registered office at No.144, Anna Salai, NPKRR Maaligai, Chennai 600 002 hereinafter called the purchaser (which expression shall where the contest so admits means and includes its successors in office and assigns)

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

AND WHEREAS in accordance with clause of the above said purchase order 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 Madras, City Civil Court of Chennai or other Court of small causes at Chennai, as the case may be.

IN CONSIDERATION of the TANTRANSCO having agreed to accept the undertaking the Contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, Madras, 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 cause of action might arise within the jurisdiction of any of the courts in Tamil Nadu and rest within the jurisdiction of Courts outside the Tamil Nadu, then it is agreed to between the parties that such suit 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.

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

SIGNATURE

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY

WITNESS

- 1.
- 2.

ANNEXURE – ‘VII’

DECLARATION FORM

To be signed with company seal on letter head and to be enclosed with the tender

TENDER ACCEPTANCE LETTER

(To be given on company letter head) Date:

To,

The Superintending Engineer,

Operation/North, TANTRANSOCO,

230kV Korattur SS Campus

Chennai-80.

Sub: Acceptance of Terms & Conditions for Tender.

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

Dear Sir,

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

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

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

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

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s) corrigendum(s) in its totally/entirely.

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

ANNEXURE – 'VIII'

IRREVOCABLE BANK GUARANTEE FOR FURNISHING EMD

(In Rs.500/-Non-judicial stamp paper)

B.G.No.
Date

Amount: Rs.
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 athereinafter referred to as the "BANKS"), to and in favour of TANTRANSCO, a Company registered under the Company's Act 1956 having the office at N.P.K.R.R. Maaligai, Electricity Avenue, 144, Anna Salai, Chennai2, represented by the..... (hereinafter 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 No.....agreed with the Purchaser toin accordance with the terms and 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 Rs.....(value of the tender a sum equivalent to Rs..... (value of the 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... (Rupeesonly)

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 out by 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 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)