



**TAMILNADU TRANSMISSION CORPORATION LIMITED**

**LIMITED TENDER SPECIFICATION NO. 01 /2026-27**

**DUE DATE: 30.05.2026**

**LIMITED TENDER SPECIFICATION FOR REPAINTING OF ABOVE-  
GROUND EARTHING AT 230 KV SS, NEYVELI.**

**OFFICE OF  
THE EXECUTIVE ENGINEER,  
OPERATION/NEYVELI,  
CUDDALORE DIST. -607802.**

**E Mail : [eeonly@tnebnet.org](mailto:eeonly@tnebnet.org)**

**TAMILNADU TRANSMISSION CORPORATION LTD.**

**Spec. No. EE/O/NLY/ LT NO. 01 / 2026-27, Dated: 15.05.2026**

1) Tender Specification No.	EE/O/NLY/ LT NO. 01 / 2026-27, Dated: 15.05.2026
2) Name of the work	Enquiry for Repainting of above-ground earthing at 230 kV SS, Neyveli.
3) Method of Tender	Limited tender system
4) Earnest Money Deposit (EMD)	Rs.3000/- (Rupees, Three thousand only)
5) Last date for submission of EMD	30.05.2026 @ 14.30 Hrs. (The EMD has to be submitted at the office of the Executive Engineer /Operation / Neyveli)
6) Date of Closing of tender for submission of Techno Commercial Bid & Price Bid	30.05.2026 @ 14.30Hrs
7) Date & time of opening of tender	30.05.2026 @ 15.00Hrs
8) Specification at website	The tender specification will be placed at TNEB website ( <a href="https://transcotender//">https://transcotender//</a> )
9) Documents to be submitted by the Tenderers	<b>a. Schedules I to V</b> b. e-receipt / Payment Receipt for having paid the EMD  (or) Copy of proof of eligibility for exemption from payment of EMD along with undertaking in a non-judicial stamp paper of value not less than Rs.500/-
10) Place of Submission of tender along with EMD	At the Office of the Executive Engineer / Operation / Neyveli
11) Clarification to be sought for from	The Executive Engineer /Operation / Neyveli
12) Place at which tenders will be opened	At the Office of the Executive Engineer/ Operation/ Neyveli.

If the due date for receiving and opening the tender happens to be a declared holiday then the tender will be received and opened on the next working day.

The Tenderers shall ensure whether any Clarification/Amendment is issued to the Specification, before submission of their Tender, by visiting the respective Website.

**TENDER DOCUMENTS ARE NOT TRANSFERABLE**

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**LIMITED TENDER SPECIFICATION NO:**

**EE/O/NLY/ LT NO. 01 / 2026-27, Dated: 15.05.2026**

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## SECTION-I

### EARNEST MONEY DEPOSIT (EMD)

1. Tenderer should pay the specified amount towards Earnest Money Deposit as follows: Earnest Money Deposit: **Rs.3,000/-** (Rupees, Three thousand only)
2. The Earnest Money Deposit (EMD) shall be paid through NEFT / RTGS in favour of the Superintending Engineer / Operation / TANTRANSCO / Villupuram, as detailed below:  
**Account No. : 127802000000375**  
**Name of Bank : Indian Overseas Bank**  
**Branch : Villupuram**  
**IFSC Code : IOBA0001278**
3. The EMD amount shall be credited to the TANTRANSCO account at least two hours prior to the closing time of the tender. Any EMD amount received after the tender closing time will be summarily rejected.
4. A scanned copy of the e-receipt duly indicating the UTR Number, or a copy of the payment receipt issued by the AAO / Operation / Villupuram, shall be submitted at the place of bid opening on or before the due date and time prescribed for opening of the tender.
5. Original EMD instrument is to be submitted at the place of Bid Opening **on or before the due date for opening of tender.**
6. The Earnest Money will not carry interest.
7. Cheques and bank guarantees will not be accepted towards Earnest Money Deposit and the tender shall be rejected if EMD is not paid in the prescribed manner.
8. Exemption based on the Permanent Earnest Money Deposit (P.E.M.D.) is not accepted.
9. **A.** 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 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 Aadhar Memorandum submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI units while participating in TANTRANSCO tenders.

**7(B) Exemption from payment of EMD to Micro & Small Industries under MSMED Act 2006** – Reclassification of Enterprises by composite criteria – Instructions issued – Reg.

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Government of India, Ministry of MSME, vide Notification No.S.O.2119 (E) dated 26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted Udyam registration in "Udyam Registration Portal" to obtain an e-certificate viz. Udyam Registration Certificate.

**Composite Criteria:**

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

**Classification of Enterprises:**

*An enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely: --*

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

**Calculation of Turnover:**

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

*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.*

**Calculation of Investment:**

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

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

**Registration of existing enterprises:**

- i. All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.*
- ii. All enterprises registered till 30th June, 2020, shall be re-classified in accordance with the said notification.*
- iii. The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of March, 2021.*
- iv. An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.*

**Updation and transition period in classification:**

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

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

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

8. Those Tenderers who are exempted from payment of E.M.D. shall furnish in lieu of EMD an undertaking in a non judicial stamp paper of value not less than Rs.500.00 (Rupees two hundred only) in the form as per **Annexure I** to the effect to pay as penalty an amount equivalent to Security deposit/ EMD or an amount equal to the actual loss incurred whichever is less 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 undertaking who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as security deposit in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract. **The undertaking in respect of the value is to be furnished in lieu of EMD.**
9. Small Scale Industries shall furnish duly attested Photostat copy of their Registration Certificate and Udhog Aadhar 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.
10. The prospective bidders shall attach 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.
  11. All SSI / NSIC units shall attach the above 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. 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.
  12. The instructions issued vide Exemption from payment of EMD to Micro & Small Industries under MSMED Act 2006 as given above in sub clause 7(B) must be taken into account for calculation of turn over 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 furnished.
  13. Others viz Central, other State Government Departments, Undertakings, Corporations other than Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.
  14. **The submission of bid without the following offer will be SUMMARILY REJECTED.**
    - i) e-receipt /Receipt for having paid the EMD  
(Or)
    - ii) The proof of exemption of EMD with an undertaking in lieu of EMD in a non- judicial Stamp paper of value not less than Rs.500.00.
    - iii) Tender will be rejected if the undertaking is not signed/ authenticated in all pages of undertaking.
    - iv) The tenderers shall furnish the 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.
  15. The Earnest Money Deposit made by the Tenderer will be forfeited **with applicable GST** if:
    - a) he withdraws his tender or backs out after acceptance.
    - b) he withdraws his tender before the expiry of validity period specified in the Specification, or fails to remit the Security Deposit.
    - c) he violates any of the provisions of these regulations contained herein.
    - d) he revises any of the terms quoted during the validity period.
    - e) The documents furnished with the offer being found to be bogus or the documents contain false particulars, the Earnest Money Deposit paid by the tenderers will be forfeited with applicable GST, in addition to blacklisting them for future tenders/contracts in TANTRANSCO.

- f) **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 Purchase order will be issued to L2 tenderer.**
16. The Earnest Money Deposit will be refunded to the unsuccessful tenderer on application to the Executive Engineer/Operation/ Neyveli, along with pre-stamped receipt, after intimation of the Rejection / non acceptance of their tender is sent to them.
17. Apart from the above, the TANTRANSCO has the right to adopt any changes, based on the TANTRANSCO's Accounts Branch instructions, with regard to extending exemption from paying EMD.

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## **SECTION II**

### **REJECTION OF TENDERS**

1. Tenders will be SUMMARILY REJECTED if
  - a) The EMD requirements are not complied with.
  - b) Tenders received from black listed firm or contractor.
  - c) The documents furnished with the offer are found to be bogus or the document contains any false particulars.
  - d) The tenderers should quote for the specified quantity. The offer of bidders who have quoted for lesser quantity than the prescribed shall be summarily rejected.
  
2. Tender is liable for rejection if:
  - a) not covering the supply of equipments/ materials with all accessories.
  - b) with validity period less than that specified in this specification.
  - c) not in conformity with TANTRANSCO's Commercial (**Section V**).
  - d) not signed properly by the tenderer.
  - e) Received from a tenderer who is directly or indirectly connected with Government service or Board Service or services of local authority
  - f) from any black listed firm.
  - g) from a tenderer whose past performance/ vendor rating is not satisfactory.
  - h) Offer received by Telex/Telegram/Email/ Fax.
  - i) not containing all the required particulars as per **Schedules I to V**.
  - j) received after due date & time.
  - k) received from consortium of SSI Units.
  - l) The tenderer should furnish the GS TIN Nos. along with the offer. The offer of the bidders who have not furnished the GS TIN Nos. in the offer will be liable for rejection.
  
3. 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/ TNPDC/ TNPGL/ TNGECL.

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## **SECTION- III**

### **BID QUALIFICATION REQUIREMENT**

**The Bidders shall become eligible to bid on satisfying the following Bid Qualification Requirements and furnish the required documentary evidences.**

- 1.0 The bidder should have **successful experience in live switchyard equipment painting in any Substation** in the last 5 years in any of the wings of TANTRANSCO, TNPDC, TNPGL, TNGECL, PGCIL, NLCIL, Public sector organisations OR state power utility/ OR any Union or state government organisation as on date of tender opening. The bidder should furnish the proof like copy of Work Order/Completion certificate.
- 2.0 The end user certificate for the corresponding Works Orders enclosed for satisfactory execution of the Order and performance of the executed work may be furnished as documentary evidence. The original Work orders and other documents will be referred to the authority who had placed the order to get the genuineness of the claim made by the bidder.
- 3.0 The tenderer should have EPF, ESI Registration number and GSTIN Number in the name of the contractor/ firm.
- 4.0 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.

**The tenderer should attach the self attested documentary evidence for satisfying the above conditions.**

**Bidder shall attach the copies of documentary proof for all the above BQR, in their tender. The offers of tenderers not satisfying the above 'BQR' and who have not attached the documentary evidences for satisfying the above BQR will be SUMMARILY REJECTED.**

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## **SECTION – IV**

### **INSTRUCTION TO THE TENDERERS**

- 1.0 Tenders in Single Part Tender System with a single cover having (a) Technical bid with Commercial terms (b) Price Bid in accordance with Commercial terms (c) Proof of having paid the EMD or proof of exemption of EMD with an undertaking in lieu of EMD and (d) documentary evidences to satisfy the Bid Qualification Requirement.
- 1.1 This tender will be processed as per the provisions in the Tami Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this Tender.
- 2.0 **SCOPE OF WORK**  
The scope of work covers repainting of above-ground earthing at 230 kV SS, Neyveli.
- 3.0 **SUBMISSION OF TENDER OFFER:**
- 3.1 The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and submit the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.
  - 3.1.1 The Tender Offer consisting of **Schedules- II to V** should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated.
  - 3.1.2 The **Schedule-I** PRICE BID , prices with all taxes as applicable should be quoted in the specified column
  - 3.1.3 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, Certified copies of which shall be enclosed.
  - 3.1.4 Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
  - 3.1.5 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
  - 3.1.6 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

**4.0 Late Bids:**

The late submission of bids after due date and time will not be allowed.

**5.0 Modifications/ Clarifications to Tender Documents:**

5.1 At any time after the commencement of Tender and before the closing of the event, TANTRANSCO may make any changes, modifications or amendments to the tender documents.

5.2 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the EXECUTIVE ENGINEER/Operation/Neyveli on the clarifications will be final and binding on the Tender.

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**B. GENERAL INSTRUCTIONS TO TENDERERS:**

**1.0** Tenders are invited from Domestic Bidders only.

**2.0** Tenders shall be prepared and submitted strictly in accordance with the Instructions set forth herein. THE TENDERERS WHO DO NOT FULFILL THE "BID QUALIFICATION REQUIREMENTS" AS PER SECTION-III NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THE "BID QUALIFICATION REQUIREMENTS" WILL BE SUMMARILY REJECTED.

**3.0** The Tenderers shall upload the scanned copy of PAN card & GST IN and other relevant documents without fail.

**4.0 SUBMISSION OF TENDER OFFER:**

The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and then to furnish the copy of proof for payment of EMD, all the required documents and Price Schedule without any omissions.

**5.0 SINGLE PART TENDER:**

5.1 The e-Tenders shall be in SINGLE PART as detailed below. The tender shall contain:

- a) Proof for payment of EMD / Exemption from payment of EMD.
- b) All required technical and commercial documents including documentary evidences to satisfy the Bid Qualification Requirement.
- c) PRICE BID.

5.2 If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the Executive Engineer/ Operation/ Neyveli, 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 Executive Engineer/ Operation/Neyveli, on such terms and conditions shall be final and binding on the tenderer.

- 5.3 **The tender documents submitted shall be serially numbered.**
- 5.4 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.
- 5.5 The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 5.6 Tenderer shall bear all costs associated with the preparation and furnishing of bid and the PURCHASER will in no case be responsible or liable for these costs.
- 5.7 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.
- 5.8 The tenderers are requested to furnish the exact location of the Registered Offices with detailed postal address and Pin code, in their tender so as to arrange inspection by the TANTRANSCO, if considered necessary.
- 5.9 The Tenderers are requested to furnish the detailed postal address and pin code, telephone, email address and Fax Nos. etc in their tenders.
- 5.10 Telex/Fax/E-Mail offers will not be entertained and will be rejected.

**6.0 TENDER OPENING:**

**a) OPENING OF BIDS:**

The Tender offers will be opened at 15.00Hrs. on the date notified at the Office of the Executive Engineer/Operation/ Neyveli in the presence of tenderer's authorized representative who may wish to present on the date of opening. The duly authorized representatives of the tenderers who are present shall sign the tender opening register.

**b) OPENING OF THE PRICE BIDS:**

The Price Bids shall be opened on the same date of tender opening, Bidders who fulfill the BQR criteria (if applicable) and whose commercial bids are found suitable only will be considered.

**7.0 QUOTATION OF RATES:**

- 7.1 Rates should be quoted figures i.e., integers only.
- 7.2 Offers giving lumpsum price, without giving their breakup as per details required in the attached Price **Schedule I** shall be liable for rejection.

**8.0 PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Tender Inviting Authority's processing of Bids or award decisions may result in the rejection of his Bid.

**9.0 PRINTED TERMS AND CONDITIONS IN TENDERS:**

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

**10.0 INCOMPLETE TENDERS:**

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

**11.0 AMBIGUITIES IN CONDITIONS OF TENDERS:**

- 11.1 In the case of ambiguous or contradictory terms/ conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 11.2 The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 11.3 Tenderers shall bear all costs associated with the participation in the Tender and the purchaser will in no case be responsible or liable for these costs.
- 11.4 No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.
- 11.5 If the due date happens to be a holiday the tenders will be received and opened on the immediate succeeding working day without any change in the timings indicated.
- 11.6 If the tenderer has any doubt about the meaning of any portion of this specification, he should at once submit particulars thereof to the Executive Engineer/ Operation/ Neyveli in order that the doubts may be cleared before the submission of his tender.
- 11.7 If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the Executive Engineer/ Operation/ Neyveli before clarification due date.
- 11.8 Only the firm/person possess adequate experience to execute the described nature of work only will be considered.
- 11.9 The total amount quoted for the tendered work will be taken for evaluation.

**12.0 INFORMATION REQUIRED AND CLARIFICATIONS**

- 12.1 To assist in the examination, evaluation and comparison of tender offers, the TANTRANSCO may, at its discretion, ask the tenderers for a clarification of this offer. All responses to requests for clarification shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 12.2 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.
- 12.3 The TANTRANSCO will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the offers are generally in order. Prior to the detailed evaluation, the TANTRANSCO will determine the substantial responsiveness of each offer to the Bidding Documents. A substantially responsive offer is one which conforms to all the terms and conditions of the specification without any deviation.

- 12.4 After acceptance of the tender by the Tender Accepting Authority, the details will be duly intimated.
- 12.5 Attempt by any tenderer to being to bear extraneous pressures on the Tender Accepting Authority shall be the sufficient reason to disqualify the offer of the tenderer.
- 12.6 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 to the tenderers. While the offers are under consideration, tenderer and/or their representatives or other interested parties are advised to refrain from contacting by any means, the TANTRANSCO and/or TANTRANSCO employees/ representatives on matters related to the offers under consideration.
- 12.7 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 or 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 not claim in that regard against the TANTRANSCO.

### **13.0 CURRENCY FOR BID EVALUATION:**

The Currency of the bid is in Indian Rupees.

### **14.0 EVALUATION AND COMPARISON OF TENDER OFFERS:**

- 14.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date
- 14.2 The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 14.3 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:
  - a) The quoted price will be corrected for arithmetical errors.
  - b) In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.
  - c) The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.
  - d) 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 interstate supplies and would be subject to IGST in addition to applicable customs duty.
  - e) Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside Tamil Nadu.
- 14.4 Evaluation for the capacity of material /equipment will be done separately.

- 14.5 The rates quoted by the eligible lowest tenderer shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined.
- 14.6 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.
- 14.7 Total value of the tender amount will be considered for evaluation.
- 14.8 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.
- 14.9 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.

**15.0 VALIDITY:**

- 15.1 The tender offers shall be kept valid for acceptance for a period of **120 days** from the date of opening of offers. Offers with lower validity period are liable for rejection.
- 15.2 Further, the tenderer shall agree to extend the validity of the bids without altering the substance, and prices of their bids for further periods, if any, required by the TANTRANSCO.

**16.0 RIGHTS OF THE TANTRANSCO:**

- 16.1 Notwithstanding anything contained in this specification, the TANTRANSCO reserves the right to,
- a) accept the lowest or any other tender.
  - b) revise the quantities at the time of placing orders.
  - c) reject any or all the tenders or cancel without assigning any reasons therefore.
  - d) split the tender quantity and place orders on one or more than one firm to meet the delivery requirements.
  - e) recover losses if any sustained by TANTRANSCO, from the supplier who pleads his inability to supply, and backs out of his obligation after award of contract, the Security Deposit paid shall be forfeited.
  - f) cancel the orders for not keeping up the delivery Schedule.
  - g) order either all items or a few items.
  - h) relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANTRANSCO.
  - i) 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.

j) **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.**

16.2 The TANTRANSCO reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the TANTRANSCO, the qualification data is incomplete or in the opinion of the TANTRANSCO the bidder is found not qualified to satisfactorily perform the contract.

**17.0 DEVIATIONS:**

17.1 The tenderer shall furnish, if there are any deviations in the Technical/ Commercial terms as per **Schedule III** annexed. If no deviations are furnished, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly, if any deviations are furnished in the specified form, 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 if the deviations are acceptable to TANTRANSCO or otherwise the offer will be rejected.

17.2 THE OFFERS OF THE TENDERERS WITH DEVIATIONS IN COMMERCIAL TERMS OF THE TENDER WHICH COULD NOT BE ACCEPTED, WILL BE REJECTED.

17.3 NO ALTERNATE OFFER WILL BE ACCEPTED.

**18.0 APPEAL:**

As per the provisions of the Tamil Nadu Transparency in Tender Act and Rules accepted to be adopted, any tenderer aggrieved by the order of the Tender accepting authority (Competent authority) may prefer as an appeal to Government within ten days from the date of receipt of order.

**19.0 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.

**20.0 DESTINATIONS WHERE WORKS ARE REQUIRED:**

The prices quoted should be for the work to be executed at 230kV Substation, Neyveli comes under the Operation / Villupuram Circle.

**21.0 SPECIAL CONDITIONS**

21.1 The work shall be taken up immediately after execution of agreement and completed without delay. Similarly, the materials shall also be supplied during the course of work without delay. Period of completion of works in all respects is stipulated for **60 days from the date of taken over the site**. Normally no extension will be granted beyond the stipulated period.

21.2 Work shall be carried out strictly in accordance with the Technical Specification.

- 21.3 The contractor should send the staffs regularly. In case of any leave, alternate should be arranged by the contractor.
- 21.4 The rate quoted should be up to finished work, which includes of leads and lifts or all materials and all related upto the work completion.
- 21.5 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.
- 21.6 Tamil Nadu Detailed Standard Specification and I.S. Specification will be followed wherever applicable and in cases not covered by the individual specification attached.
- 21.7 Any discrepancy between schedule and specifications will have to be referred to the competent authority and his decision will be final.
- 21.8 All consumables required for the works must be provided properly by the contractor himself.
- 21.9 The contractor will have no claim for suspension of work due to any cause whatsoever or inadequate work for his labour force.
- 21.10 As the 230KV Substation, Neyveli is an energized one connected to the national grid, the contractor should be aware of the precautions and also make aware of his labours to avoid any untoward incident.
- 21.11 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 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.
- 21.12 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.
- 21.13 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 TANTRANSKO. Risk factor in any form inside the Substation is vested with the contractor only.
- 21.14 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.
- 21.15 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.
- 21.16 **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.**
- 21.17 The work should be done carefully and without hindrance to other works carried out by Board in that area.
- 21.18 The workers shall confine themselves to the areas for which the works contract has been awarded as specified by the Engineer.

- 21.19 The contractor should provide adequate safety appliance, mask, Drinking water, sanitizer etc to his workers for which no claim from TANTRANCO can be made.
- 21.20 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.
- 21.21 The tenderer should provide eligible staff for the works as specified by the field officer.
- 21.22 The staff provided by the tenderer should be with good physical and mental health.
- 21.23 The tenderer should have group insurance for staffs provided for the works.
- 21.24 All salary, Bata, bonus, medical expenses, allowances etc., will be paid by the contractor to staffs provided by the contractor for the work.
- 21.25 Any damage or loss to TANTRANSCO property occurred during execution due to mal-operation the entire cost for repair or replacement should be barred by the tenderer.
- 21.26 The TANTRANSCO not responsible for accident to staff provided by the contractor for the work. No compensation will be barred by the TANTRANSCO for loss life etc.,
- 21.27 The contractor should be ready to take up any work as directed by the Field Engineer.
- 21.28 The contractor should provide staff for the entire contract period.
- 21.29 The Contractor should abide rules and regulation of TANTRANSCO.
- 21.30 The contractor should follow the safety rules and regulations of TANTRANSCO.
- 21.31 At the time of any accident to the Staff, it is full responsibility of the contractor to see that necessary compensation is settled besides arranging required medical Aid to the injured persons.

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## **SECTION V**

### **COMMERCIAL**

#### **1.0 SCOPE**

The scope of work covers repainting of above-ground earthing at 230 kV SS, Neyveli.

#### **2.0 PLACING OF ORDERS:**

- 2.1 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.
- 2.2 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.
- 2.3 During the period of the contract, the work schedule will be sent by the Executive Engineer/Operation/Neyveli, to the approved tenderers indicating the works to be carried out according to TANTRANSCO's requirement.

#### **3.0 PRICE**

- 3.1 Tenderers are requested to quote FIRM price only and the rate quoted for the painting work at 230kV SS, Neyveli with split up details of all taxes including service tax/ GST tax if any.
- 3.2 The Tenderes shall quote the service Tax / GST tax with percentage clearly. A format for price schedule is given in **Schedule I**.
- 3.3 It is the responsibility of the tenderer to make sure about the correct rates of tax leviable are quoted at the time of tendering. If the tax rates mentioned by the Tenderers are less than the current rates prevailing at the time of tendering, the TANTRANSCO will not be responsible for the mistake committed by the tender.
- 3.4 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 **Annexure III** enclosed to Specification.
- 3.5 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.
- 3.6 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.

#### **4.0 PAST PERFORMANCE**

The intending tenderers shall furnish the details of various painting works executed by them in any live substation for the past five years as on the date of tenders in the **Schedule IV** enclosed to the tender specification. 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 tenderer in future.

## 5.0 **CONTRACT PERIOD**

The contract period shall be **60 days from the date of taken over the site.**

## 6.0 **GOODS AND SERVICE TAX**

- 6.1 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.
- 6.2 The bidders should have registered under GST Act and furnish GSTIN. In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.
- 6.3 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.
- 6.4 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.
- 6.5 In case of delayed completion of work, the GST prevailing on the date of actual completion of work or on the last day of the contractual completion period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.
- 6.6 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.
- 7.0 Any increase in GST rate consequent to the suppliers 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.
- 8.0 The GST paid by the contractor will be reimbursed on submission of documentary evidence for the same.
- 8.1 GST @ 18% or as applicable from time to time will be applied and recovered on LD, forfeiture of EMD/SD.
- 8.2 GST recovery on above is eligible for Input Tax Credit (ITC).

## 9.0 **GUARANTEE**

No specific guarantee clause envisaged due to the nature of work.

## 10.0 **SECURITY DEPOSIT**

- 10.1 The Security Deposit cum Performance Guarantee amount shall be equal to Five percent (5%) of the order value and it shall guarantee the faithful Performance of the work executed / materials supplied in accordance with the Terms and Conditions specified in the Specifications.
- 10.2 The successful tenderer will have to furnish 5% value of Order value as Security Deposit cum Performance Guarantee. The payment should be made through

Demand Draft drawn in favour of the Superintending Engineer/Operation/Villupuram, TANTRANSCO, payable at Villupuram.

- 10.3 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.
- 10.4 **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. (i.e.,) The belated payment of security deposit will not be accepted.**
- 10.5 The Security Deposit cum Performance Guarantee will be refunded only if the contract is completed to the satisfaction of the TANTRANSCO. 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.
- 10.6 The Security Deposit cum Performance Guarantee will be discharged without any interest after completion of the contract.

#### 11.0 PAYMENT

- 11.1 Payment will be made through e-payment/NEFT/RTGS/cheque in any one of the Nationalized banks/scheduled Banks approved by Reserve bank of India in Tamil Nadu by the AAO/Villupuram at the office of Superintending Engineer/ Operation/Villupuram, within reasonable time after submission of the bills in complete shape. The Bank charges involved in making the payment will be deducted to the account of the Tenderer.
- 11.2 After completion of work, the bills in triplicate in complete shape for the work completed is to be submitted to the Executive Engineer/ Operation/Neyveli and the corresponding payment will be made by the AAO / Villupuram within reasonable time.
- a) For the work done within the contractual period:  
100% of the All-inclusive price will be paid within a reasonable time after the work done and submission of bills with required documents after deducting recoveries, if any.
- b) For the work done beyond the contractual period if accepted by the purchaser.  
100% of the all-inclusive price of the materials after deducting the appropriate amount of LD of will be paid within a reasonable time after completion of work and submission of bills with required documents after deducting recoveries, if any.
- 11.3 For the delayed payments, if any, TANTRANSCO will not pay any interest on any account.
- 11.4 In cases of delayed completion of work, it 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 order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated

damages for belated work.

- c) TANTRANSOCO reserves the right to accept or reject the delayed work without assigning any reason there for and take action as per the other terms and conditions of this specification.

100% payment for the bill claim will be made only after the approval of the Executive Engineer/ Operation/Neyveli and on receipt of the contractor's bills in triplicate, by the AAO/Villupuram at the office of Superintending Engineer/Operation/Villupuram after deducting the appropriate amount of LD.

- 11.5 The bills for payment will be passed only after the approval of the following:
- a) Security Deposit cum Performance Guarantee for 5% value of the order.
  - b) K2 Agreement and Indemnity Bond.
  - c) Undertaking towards jurisdiction for legal proceedings.
  - d) Declaration on ITC Benefit ( if need for tax exemption)
  - e) Undertaking for Compliance of Statutory Provision and Agreement.
  - f) Statutory Compliance Clearance Certificate.
- 11.6 The contractor shall carry out the work after executing the K2 agreement, indemnity bond with the Executive Engineer/ Operation/Neyveli. If the contractor does the work without the prior approval of the concerned authority, then the authority shall not be responsible for any demurrage or wharfage or both and only the contractor should bear any expenditure arising out of such unapproved work.
- 11.7 In TANTRANSOCO 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.2.50/- per man day per month with minimum charges of Rs.500/- and maximum charges of Rs. 4000/- 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.
- 12.0 The payment to the workmen engaged by the contractor shall be made by the contractor through electronic mode transfer of funds to the respective bank accounts of each of the supplied workmen during the month and also to furnish the documentary evidence for the payment of basic/unit rate along with the succeeding month's bill.
- 13.0 **The contractor shall ensure that the payment to the workmen so employed by the contractor is made by 7<sup>th</sup> day of the succeeding month.**

#### 14.0 **FORCE MAJURE**

- 14.1 If at any time, during the continuance of the contract, the performance in whole or in part, of any obligation under this contract, is prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the TANTRANSOCO within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract

nor shall have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

- 14.2 Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANTRANSCO may at its option terminate the contract by a notice in writing.
- 14.3 Power cut shall not be considered under the 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.
- 14.4 It is hereby specifically agreed that time is the essence of the contract. The termination of the contract as aforesaid shall not absolve the supplier/supplier of his liability to pay damages to the Corporation for the breach of the contract to deliver the goods or complete the performance of the contract within the time fixed by the purchaser/suppliers.
- 14.5 Failure or delay in the contractor's source of supply due to force majeure causes enumerated 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.

#### 15.0 **LIQUIDATED DAMAGES**

- 15.1 The work as specified should be guaranteed by the contractor under the Liquidated Damages Clauses given below:
  - a) If the contractor fails to complete the work with materials within the time specified in the indent or any extension thereof, TANTRANSCO shall recover from the contractor as liquidated damages, a sum of half a percent (0.5%) of the All-inclusive cost of work with materials for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the work contract. 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.
  - b) If work to be rendered against the Contract are made by the contractor beyond the period of contract period 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 supply.
  - c) The TANTRANSCO will also be at liberty to cancel the order if work is not completed as per the delivery/work schedule specified in the indent,

notwithstanding its rights to claim liquidated damages for the belated work outstanding to be done as on the date of cancellation.

- d) 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.
  - e) Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
  - f) 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.
- 15.2 The TANTRANSCO will also be at liberty to cancel the order if the work is not made as per the delivery schedule specified in the indent, notwithstanding its rights to claim liquidated damages for the belated work completion as on the date of cancellation.
- 15.3 In the event of cancellation of contract or non-completion of the work by the contractor, then the short-completed 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.
- 15.4 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 orders the delayed work to be done/completed by other agencies at a higher cost.
- 15.5 **GST ON LIQUIDATED DAMAGES, GST ON FORFEITURE OF SD & GST ON FORFEITURE OF EMD:**
- a) Liquidated Damages: Liquidated Damages collected /recovered on inward supplies, i.e., purchase of goods and services will attract GST @18% and Liquidated Damages collected/recovered on taxable outward supplies will attract GST @18%. GST will be additionally recovered from the supplier in addition to the stipulated LD rates in the Purchase Order/ Contract.
  - b) GST rate on Forfeiture of EMD and Security Deposits: GST @18% will be collected additionally from the tenderer at the time of forfeiture of EMD and Security deposits.
  - c) The GST amount recovered from L.D, forfeiture of EMD/SD is eligible for Input Tax Credit (ITC) to the suppliers and thus no financial burden on suppliers.

#### 16.0 **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 owner.

#### 17.0 **LIABILITY FOR DAMAGE TO WORK OR PLANT**

The contractor shall during the progress of the work properly cover up and protect the work and plant from injury 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 remain answerable and liable for all accidents or injuries thereto which until the same, be or be occasioned by the acts or omissions of the contractor or his workmen or his subcontractors, 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 or 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 the Engineer. In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required should be made good by the contractor in like manner but at the cost/ at a price to be agreed between the contractor and the decision of Executive Engineer /Operation/Neyveli in this regard will be final.

**18.0 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 suffered 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. However this is without prejudice to the imposition of liquidated damages clause.

**19.0 SATISFACTORY COMPLETION OF THE CONTRACT:**

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

**20.0 NON-ASSIGNMENT:**

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

**21.0 EFFECTING OF RECOVERIES:**

21.1 Any loss, arising incident to non-fulfilment of this contract or any other contract, will be recovered from the Security Deposit held or any other amount due to the contractor by TANTRANSCO including Bank guarantee.

21.2 The TANTRANSCO Ltd is empowered:

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

**22.0 SAFETY REGULATIONS:**

- 22.1 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 obtaining authorised signature for all the works done.
- 22.2 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.
- 22.3 The contractor shall observe all precautions against accidents and injuries while his workmen 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. 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.
- 22.4 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.
- 22.5 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.
- 22.6 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.

**23.0 DEPARTURE FROM SPECIFICATION:**

If the tenderer wishes to depart from any of the terms and conditions of this enquiry in any respect shall draw the attention to such points of departure explaining fully the reasons therefore and furnish separately adopting the form indicated in **Schedule III**. Unless this is done, the requirements of the enquiry will be deemed to have been accepted in every respect.

**24.0 ARBITRATION:**

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.

## **25.0 JURISDICTION FOR LEGAL PROCEEDINGS:**

- 25.1 No suit or any proceedings in regard to any matter arising in any respect of this contract shall be instituted any Court, say in the High Court, Chennai or Chennai jurisdiction only. It is agreed that no other Court shall have jurisdiction, to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case, any part of cause of action arises within the jurisdiction of any of the Courts in Tamil Nadu and the rest within the jurisdiction of courts outside the state of Tamil Nadu, then it is agreed to between parties that such suits 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.
- 25.2 The successful tenderer should furnish an undertaking in this regard on receipt of purchase order in a non judicial stamp paper value not less than Rs. 500/- agreeing to the above conditions as per **Annexure- II** of this specification.

## **26.0 EMPLOYERS PROVIDENT FUND:**

- a) The Contractor should have taken separate EPF main code number.
- b) The contractor shall 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.
- c) The Contractor shall submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act.
- d) The contractor shall produce the proof of payment of contribution – both Employer's and Employee's contributions in order made to EPF organisation for claiming the bills for the respective work.
- e) The workers engaged by the contractors should have EPF- UAN number (universal Account Number).
- f) The contractors registered their establishment under Pradhan mantri Rojgar Protsahan Yojana (PMRPY) with the EPF organization, the contractors are not required to remit the Employer's contribution and so the claim/reimburse of the Employer's contribution of EPF will not arise.

## **27.0 ESI /GROUP INSURANCE:**

- 27.1 Contractor may have to enroll in ESI / Group Insurance scheme whichever is applicable for the above project area as per rules in force, if any liability arises in future it is the responsibility of the contractor to bear the expenditure.
- 27.2 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.

## **28.0 INSPECTION**

- 28.1 The TANTRANSCO representative, shall have free access to the contractor's works at any time during working hours for the purpose of inspecting the workmanship as covered in this specification and the standard of work under progress and the execution of work. The contractor shall be bound to co-operate for such inspection.

**29.0 RESPONSIBILITY:**

- 29.1 The contractor 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.
- 29.2 It may please be noted that the contractor is responsible to keep the location neat and tidy and all the required consumables should be provided before taking up the work.

**30.0 INCOME TAX**

Tenderers shall furnish their Permanent Account Number (PAN) and GST Identification Number (GSTIN) in their offer or other relevant documents without fail. **TDS** will be deducted from the bill at the rates as applicable from time to time as per the notification of GOI.

**31.0 GENERAL**

- 31.1 The TANTRANSCO reserves the right to place repeat/ extension order for the work contracts placed at the same rate at a later date not exceeding 25% of the originally ordered quantity and as per the terms & conditions of the original work contract.
- 31.2 An undertaking to the effect that if lesser prices offered to any one else for the proposed materials during the period of one year from the date of work contract, the same benefit shall necessarily be passed on to TANTRANSCO.

**32.0 POWER TO RELAX:**

Notwithstanding anything contained in any of these regulations the Executive Engineer/ Operation /Neyveli shall have the right to relax or waive any of the conditions stipulated in **the tender specification.**

**33.0 K2 AGREEMENT AND INDEMNITY BOND:**

- 33.1 The successful Tenderer should have to enter into a formal agreement with the Executive Engineer/ Operation/Neyveli within specified time; otherwise the contract will be cancelled.
- 33.2 The successful Tenderer should also furnish the indemnity bond to the value of Rs.500/- Non-Judicial stamp paper in the following form before taking up the work.
- I/We .....(Contractor) do hereby indemnify The Executive Engineer/ Operation /Neyveli against any damages, Injury to any person equipments or property resulting from any accident and agree to apply any provisions of the Workmen's compensation act and take steps to proper insure against any claims there under and with non-judicial stamp papers of value of Rs.500/- each (Rupees two hundred only) for executing the K2 Agreement and Indemnity Bond separately in receipt of this contract.

**34.0 The contract Labour (Regulation & Abolition) Act 1970 & Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Condition of service) Act, 1979 & Rules 1983.**

- a) The contractor who desires to take up works contracts for

TANGEDCO/TANTRANSCO should deploy 20 or more workmen on a day of emergency (or) in necessity.

- b) The contractors shall comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO/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 executive the works.
- c) The contractors who desires to engage the migrant workmen (workmen from other states) for the works contractors of TANTRANSCO is required to comply with all the provision of the Inter-Sate Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modifies 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.

### 35.0 **DISCIPLINE**

The contractor and his staff should observe strict discipline and decorum while on duty. The contractor shall be responsible for any violation of the provisions of the contractor by him/her or the staffs.

### 36.0 **IDENTITY CARD**

The contractor should provide Identity cards to each staff and such identity cards should be got countersigned by the concerned officer who is engaging the staff for works.

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## **SECTION-VI** **TECHNICAL**

### **1.0 SCOPE :**

Repainting of above-ground earthing at 230 kV SS, Neyveli.

### **2.0 LOCATION:**

The site is located at 230kV Substation, Block-30, Neyveli, Tamil Nadu 607802.

### **3.0 WORKS INVOLVED:**

- 3.1 The surface of earth flats shall be thoroughly cleaned to remove Rust, Scale, Oil, grease, dust, and other contaminants.
- 3.2 Cleaning shall be done by Manual wire brushing / mechanical brushing Emery paper rubbing where required.
- 3.3 For heavily corroded portions, rust removal shall conform to St-2 / St-3 cleaning as per relevant standards.
- 3.4 Surface shall be wiped clean and kept dry before painting.
- 3.5 One coat of anti-corrosive metal primer (Red oxide zinc chromate / zinc phosphate primer) shall be applied.
- 3.6 The primer shall be suitable for outdoor atmospheric conditions and have good adhesion and corrosion resistance.
- 3.7 Ensure that painting does not interfere with the electrical contact points where equipment is bolted to the earth flat. Never paint the contact surface of a bolted lug.
- 3.8 Do not paint during rain, high humidity (>85%), or if the metal temperature is less than 3°C above the dew point.
- 3.9 Allow a minimum of 8 to 12 hours (or as per manufacturer's data sheet) between successive coats.
- 3.10 Drying time shall be as per manufacturer's recommendation before applying finish coat.
- 3.11 Painting shall be carried out as per standard earthing colour code: Alternate Green.
- 3.12 Requirements: Stripe width: Equal width (typically 50/75 mm each) or as per utility standard, Paint type: Synthetic enamel paint / weather-resistant paint  
Number of coats: Minimum two coats.
- 3.13 Each coat shall be allowed to dry completely before applying the next coat.
- 3.14 Painting at Joints and Connections -Special care shall be taken at: Bolted joints and Welded connections.
- 3.15 Contact surfaces (for electrical continuity) shall not be painted.
- 3.16 After ensuring proper tightening, exposed areas may be painted.
- 3.17 Proper shutdown/permit shall be obtained before working near live equipment.
- 3.18 Adequate earthing and safety clearance shall be ensured.
- 3.19 Use of PPE like Safety helmet, Hand gloves, Safety shoes and etc.
- 3.20 Barricading shall be done in working areas.
- 3.21 Be aware of "transfer voltage." Even a disconnected earth flat can carry a charge in an energized substation. Use insulated gloves if necessary
- 3.22 Ensure a valid permit is active for the specific zone of the substation.
- 3.23 If painting in a cable trench or confined area, ensure adequate ventilation.

- 3.24 Surface preparation and each coat of painting shall be inspected along with the site engineer to ensure: Uniform coating, No peeling, cracking, or uneven thickness.
- 3.25 Final painting shall have proper colour coding visibility.
- 3.26 Measurement shall be made in running meter (Sq.M) of earth flat painted.
- 3.27 Rate shall include: Surface preparation, Primer and paint supply & application Labour, tools, and tackles.
- 3.28 Strictly follow relevant IS standards for painting and corrosion protection.
- 3.29 Utility-specific (TANTRANSCO/TNEB) guidelines for earthing color code.
- 3.30 Provision of labour, labour uniforms, lead, lift, T&P, all consumable materials such as wire brush, painting brush, emery, wastes, Dungry cloth, buckets, thinner and etc as required for the above works.
- 3.31 All the works should be done as directed by the Field Engineer at site.
- 3.32 All related works in respect of painting of earth flats should be done for the period **60 days from the date of taken over the site.**

#### 4.0 **GENERAL CONDITIONS**

- 4.1 All other technical specification, not specifically covered by this individual specification, practice in the state of Tamil Nadu shall be followed.
- 4.2 All works shall be carried out with skilled workers.
- 4.3 The consumables provided for the work shall be of good quality. All the required consumables shall be made available before taking up the work.
- 4.4 The work shall be carried out strictly as per safety norms and to the satisfaction of Engineer in charge of work.
- 4.5 The contractor shall employ skilled person.
- 4.6 The supply of the necessary materials for painting works shall be ensured before taking up the work.
- 4.7 The contractor shall not allow his workmen to wear like lungies, dhotis, etc., while at work and smoke cigarettes, beedies etc., inside the office premises.
- 4.8 The workers shall confine themselves to the areas for which the works contract has been awarded as specified by the Engineer.
- 4.9 Suitable face masks shall be supplied for use by workers considering the pandemic.
- 4.10 The contractor should provide adequate safety appliance, Personal protective equipment (PPE), sanitizer and other consumables for which no claim from TANTRANSCO can be made.

#### 5.0 **CONTRACT PERIOD:-**

The contract period shall be **60 days from the date of taken over the site.**

**SCHEDULE- I  
PRICE BID**

Sl.No	Description	Quantity in Sq.Mtr	Rate per in INR	Amount in INR
1	Supply & Labour charges for two coats of enamel painting on MS earth flat including the cost of reputed make paints and other consumables as directed by the field Engineer.	1030.572		
	GST 18%			
	Total			

COMPANY SEAL

SIGNATURE OF THE TENDERER  
WITH DATE

## SCHEDULE – II

### Commercial Terms

Scope: Repainting of above-ground earthing at 230 kV SS, Neyveli.

1. Period of completion of work :
2. Work completion period offered :
3. Whether agreeing to stipulated payment terms of TANTRANSCO :
4. Whether agreeing to the stipulated liquidated damages clause of the Board. :
5. Whether agreeing to the stipulated security deposit clause of the Board. :
6. Whether agreeing to the stipulated guarantee period. :
7. Whether agreeing to the stipulated validity period. Minimum of 120 days (The offer quoted for lesser period is liable for rejection) :

NOTE: FOR COLUMNS 3 TO 7 SAY "YES OR NO", IF ANY CONDITION IS NOT INDICATED THEN IT WILL BE TAKEN AS "YES".

COMPANY SEAL

SIGNATURE OF THE TENDERER  
WITH DATE

### **SCHEDULE – III**

#### DEVIATION FROM SPECIFICATION

The deviation, both technical and commercial should be clearly spelt out in this format. If no deviation is shown it will be construed that the tender conforms to the conditions stipulated in the specification.

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Sl.No.	Clause No. of this Specification	Nature of Deviation/Departure details
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COMPANY SEAL

SIGNATURE OF THE TENDERER  
WITH DATE

## SCHEDULE – IV

### PROFORMA FOR PAST PERFORMANCE

STATEMENT OF WORKS CONTRACTS EXECUTED/UNDER EXECUTION BY THE  
TENDERER AS ON DATE OF TENDER OPENING

Name of tenderer:

Date of Tender:

Sl. No	Name and address of works contract placed/ under execution	Names of works executed/ under execution	In case of work contract		Scheduled date of completion of the work	Actual dates of completion of work	Remarks of the Tenders if any
			Work contract No. & Date	Value of the orders			
1	2	3	4	6	7	8	9

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COMPANY SEAL

SIGNATURE OF THE TENDERER  
WITH DATE

**SCHEDULE-V**

TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)

Date:

To,  
The Executive Engineer,  
Operation,  
Neyveli -607802

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We do hereby undertake that the benefit shall be passed on to TANTRANSKO, if lower prices are offered to anyone else during the period of one year from the date of order.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

## **ANNEXURE-I**

### **DEED OF UNDERTAKING IN LIEU OF PAYMENT OF E.M.D**

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

THIS DEED OF UNDERTAKING executed at ..... on this the ..... day of ..... (month) Two Thousand and ..... by ..... represented by its..... herein after called the "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 Tamil Nadu Transmission Corporation Limited, 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 represented by the Executive Engineer / Operation/ Neyveli having office at Block-30, Neyveli herein after called the "TANTRANSCO" (which expression shall where the context so admits mean and include its successor in office and assigns.)

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

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

ANDWHEREAS the BOARD has accepted the request of the TENDERER subject to his executing an undertaking to pay to the Board not exceeding (Rs..... (Rupees..... only) representing the Earnest Money Deposit together with costs in case of non-fulfillment of the conditions stipulated in the Tender Specification of the conditions stipulated in the contract by the tenderer.

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

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the security deposit.
- ii) If he revises any of the terms quoted in the tender during the validity period.
- iii) If he violates any of the conditions of the tender specification.

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said agreement TENDERER hereby doth convent 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 hereby undertakes to pay to the TANTRANSCO forthwith Rs..... (Rupees..... 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 condition 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 condition 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 undertaking till the contract is complete under the terms of contract.

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

SIGNATURE

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY

IN THE PRESENCE OF WITNESS:

1) Signature  
Name & Address

2) Signature  
Name & Address

## **ANNEXURE-II**

### **UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS**

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

This undertaking executed at..... on this ..... (Date) ..... (Month) two thousand and ..... by M/s..... Registered under Companies Act, 1956 having its registered office at ..... hereinafter called the contractor (which expressing shall were the context so admits mean and include its successors in office and assigns) and in favour of Tamil Nadu Transmission Corporation Limited, a statutory authority created under the powers vested with the Electricity (Supply) Act,1948 (CA LIV of 1948) having its registered Office at No.144, Anna Salai, NPKRR Maaligai, Chennai – 600 002 represented by the Executive Engineer / Operation/ Neyveli having office at Block-30, Neyveli herein after called the purchaser (which expression shall where the context so admits means and includes its successors in Office and assigns)

WHEREAS the contact is for the supply/work of..... has been awarded in favour of the contractor under the purchase Order No..... dated.....

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

IN CONSIDERATION of the Board having agreed to accept the undertaking the Contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, CHENNAI or the Court of Small Causes at CHENNAI as the case may be. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even through, 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 of the Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the State Tamil Nadu, then it is agreed to between the parties that such suits on proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction.

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

SIGNATURE

DESIGNATION

COMPANY SEAL

DATE

WITNESS:

1) Signature  
Name & Address

2) Signature  
Name & Address

**ANNEXURE – III**

**Declaration on ITC Benefit**

(To be filled by the tenderer in a non-judicial stamp paper of value not less than Rs.500/-)

To  
The Executive Engineer,  
Operation,  
Neyveli-607802

**Sub:** TANGEDCO/TANTRANSCO - Tender Specn. No..... – for Work contract .....- 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.

DATE : Signature of bidder with Company Seal

Witness with address:

1) Signature  
Name & Address

2) Signature  
Name & Address

Note: Bidder may strike out the para not applicable

## ANNEXURE IV

### **CONTRACTOR'S UNDERTAKING FOR COMPLIANCE OF STATUTORY PROVISIONS AND AGREEMENT**

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

THIS DEED OF UNDERTAKING EXECUTED AT .....  
ON THIS ..... DAY OF ..... THE TWO THOUSAND AND TWENTY  
..... By M/s. ...., a Company/Firm/LLP  
registered under Companies Act- 2013/ LLP Act-2016 /Partnership Act-1932,  
having its registered office at  
..... herein after  
called "Tenderer" (which expression shall where the context so admits mean and  
include their Agents, Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF .....  
THE TAMILNADU TRANSMISSION CORPORATION LIMITED, a body corporate  
constituted as per provision of G.O.MS.No. 100, dated 9.10.2010) having its office  
at 144 Anna Salai, Chennai 600 002, represented by the Executive Engineer /  
Operation/ Neyveli having office at Block-30, Neyveli herein after called the  
"TANTRANSCO" (which expression shall where the context so admits mean and  
include its successors in office and Assigns).

WHEREAS the contract is for Works  
Contract.....  
..... Tender Specification No. .... in terms of  
the..... date.....

AND WHEREAS in accordance with Clause ..... of the above said  
tender specification the tenderer hereby undertakes compliance during the entire  
contract period;

1. To ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.
2. To execute an agreement with respective Superintending Engineer for compliance of statutory provisions.
3. To obtain the Statutory Compliance Clearance Certification from the Online Compliance Service Providers engaged by TANTRANSCO for processing the bills by TANTRANSCO.
4. To comply with the provisions of the EPF & MP Act, ESI Act ,Payment of Wages Act, 1936, Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 Employees' Liability Act, 1938, Employees' Compensation Act,

1923, Industrial Disputes Act, 1947, Contract Labour Regulation & Abolition Act, 1970,BOCW Act, Inter State Migrant Workmen (Regulation of Employment and Conditions of service) Act,1979 CGST/SGST/IGST/UTGST Acts, IT Act or any modifications thereof or any other law relating thereto and rules made there under from time to time.

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) Signature  
Name & Address

2) Signature  
Name & Address