TAMIL NADU TRANSMISSION AND CORPORATION LIMITED

SPECIFICATION NO. 02/2026-27

TENDER SPECIFICATION FOR MAINTENANCE CONTRACT FOR REFILLING, RECHARGING, SERVICING AND TESTING OF FIRE EXTINGUISHERS AT 230KV KOYAMBEDU SS INCLUDING COST OF ALL LABOUR AND SPARES FOR THE PERIOD OF ONE YEAR

DUE DATE: 21.11.2026

OFFICE OF
THE EXECUTIVE ENGINEER,
OPERATION/KOYAMBEDU 230KV SS
CHENNAI – 600 106 TAMILNADU

E Mail : eeokbu@tnebnet.org

TAMILNADU TRANSMISSION CORPORATION LTD.

Spec. No. EE/O/KBU /02/ 2026-27 dt.07.11.2026

1) Tender Specification No.	EE/O/KBU/02/ 2026-27, dt.07.11.2026
2) Name of the work	Enquiry for Maintenance contract for Refilling, Recharging, Servicing and Testing of various type of Fire Extinguishers at 230KV Koyambedu Substation including cost of all labour and spares for a period of one year.
3) Quantity	As per Schedule A
4) Method of Tender	Two part system
5) Earnest Money Deposit (EMD)	**Rs.410/- DD in favour of the Superintending Engineer/Operation/ North, Chennai/ TANTRANSCO** or **cash** to be remitted/ paid at Superintending Engineer/ Operation / North and the receipt to be kept with the tender document.
6) Last date for submission of EMD	21.11.2026 @ 14.30 Hrs (The EMD cover containing the receipt of the payment towards EMD (or) Original undertaking in lieu of EMD (or) Original undertaking towards Irrevocable Bank Guarantee shall be submitted at the office of the Executive Engineer /Operation/ Koyambedu 230KV SS **before 14.00hrs on due date before closing of tender**)
7) Date of Closing of tender for submission of Techno Commercial Bid & Price Bid	21.11.2026 @ 14.30Hrs
8) Date & time of opening of tender	21.11.2026 @ 15.00Hrs
9) Specification at website	The tender specification will be placed at TANTRANSCO website (http://tneb.tnebnet.org/transcotender)
10) Documents to be submitted by the Tenderers	a. Schedules A to F and Annexures I to V b. Receipt for having paid the EMD (or) Irrevocable bank guarantee from nationalized bank (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/- and Audited copy of Profit & Loss account/ Balance Sheet.
11) Place of Submission of tender along with EMD	At the Office of the Executive Engineer / Operation / Koyambedu
12) Clarification to be sought for from	Executive Engineer /Operation / Koyambedu
13) Place at which tenders will be opened	At the Office of the Asst. Executive Engineer/ Maintenance / Koyambedu 230kV SS, Chennai-106.

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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TENDER SPECTIFICATION NO: 02 /2026-27, dt.07.11.2026

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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.410/-** (Rupees Four hundred and ten only)
2. The Earnest Money Deposit specified above should be remitted as cash to the AAO, O/o. SE/Operation/North /TANTRANSCO or by Demand Draft drawn in favour of The Superintending Engineer /Operation/North, Chennai from any of the Nationalized/ Scheduled /Foreign Banks with branches in India payable at Chennai-600080 and paid at the Superintending Engineer/ Operation/North /Korattur. The original proof of receipt for having paid the E.M.D. shall be submitted.
3. Original EMD instrument is to be submitted at the place of Bid Opening **on or before the due date for opening of tender.**
4. The Tenderers who are having valid **Permanent EMD** with TANTRANSCO/TNEB for an amount as mentioned below are exempted from payment of Earnest Money Deposit and are eligible to participate in the tender.

PEMD		For Tenders of value
Rs.20,00,000/-	:	Up to Rs.10,00,00,000/-
Rs.40,00,000/-	:	Up to Rs.50,00,00,000/-
Rs.1,00,00,000/-	:	All tenders exceeding Rs.50,00,00,000/-

The existing PEMD holder for Rs.20,00,000/- are eligible to participate in the tender only for the value of tenders not exceeding Rs.10 Crores. The existing PEMD holder for Rs.10,00,000/- are not eligible for participating in the tender unless they pay the differential amount for the new PEMD slab.

If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANTRANSCO as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller/TANTRANSCO and furnish a copy of the same along with the tender.

The **Permanent Earnest Money Deposit (PEMD) scheme** of TANTRANSCO Limited are operated with following condition:

a) The deposit cannot be withdrawn by the tenderers within 3 years from the date of deposit under any circumstances.
b) The deposit shall not carry any interest.
c) Sister concerns of the depositing firm are not entitled to quote on the basis of this PEMD.
d) The PEMD will be in-operative once the depositor gives his application in writing for withdrawal of the deposit after the minimum period of 3 years.
e) The PEMD is susceptible of being forfeited in the circumstances enumerated in this Specification.
f) The PEMD will be subject to forfeiture against any dues to TANTRANSCO from the Depositor.
g) The deposit is of a permanent nature and enables the depositor to quote against

tenders floated by all Tender Inviting Authorities of TANTRANSCO. Hence, requests for withdrawal of the deposit after the minimum period of 3 years can be complied with only after getting clearance from various offices of TANTRANSCO.

h) Request for refund should be made duly surrendering the original receipt and Registration Certificate.

i) Any suit or legal proceedings arising under this scheme shall not be instituted in any Court in the City Civil Court of Madras or the Court of Small causes at Madras under any circumstances whatever, irrespective of the fact that cause of action might arise under the jurisdiction of some other court.

j) The amount of PEMD is subject to revision from time to time at the discretion of TANTRANSCO.

k) Successful tenderers who had participated in the tenders upon PEMD will have to remit the full amount of Security Deposit required for individual contracts.

5. The Earnest Money will not carry interest.

6. 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.

7. **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 (NSIC) or Holding Permanent Registration certificate issued by DIC or 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 those 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.

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 eighty 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. Those tenderers who are exempted from payment of EMD shall enclose Photostat copy of their Registration Certificate or Acknowledgement for Entrepreneur Memorandum Part-II issued by District Industries Centres concerned along with the list of materials manufactured, duly attested by a Gazetted officer showing the subject materials with 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. On any account the Entrepreneur Memorandum Part-I and acknowledgement obtained for Part-I shall not be considered for extending exemption from paying Earnest Money Deposit.

10. Small Scale Industries shall furnish duly attested Photostat copy of their Registration Certificate and Udhyog 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.

11. 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.

12. 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.

13. 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.

14. Others viz Central, other State Government Departments, Undertakings, Corporations other than Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.

15. **The submission of bid without the following offer will be SUMMARILY REJECTED.**

    i) Receipt for having paid the EMD

    (Or)

    ii) Irrevocable Bank Guarantee from Nationalized bank.

    (Or)

    iii) Copy of Registration Certificate or Entrepreneur Memorandum Part-II /Acknowledgement as proof of eligibility for exemption of EMD with an undertaking in lieu of EMD in a non- judicial Stamp paper of value not less than Rs.500.00.

    iv) Tender will be rejected if the undertaking is not signed/ authenticated in all pages of undertaking.

    v) 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.

16. 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.**

17. The Earnest Money Deposit will be refunded to the unsuccessful tenderer on application to the Executive Engineer/Operation/ Koyambedu, along with pre-stamped receipt, after intimation of the Rejection / non acceptance of their tender is sent to them.

18. 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) Received from any black listed firm.
   g) Received 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 and Annexures.
   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 tender/contracts in TANTRANSCO / TANGEDCO.

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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 **experience of at least two years** in the field of Annual Maintenance Contract for refilling, recharging and testing of various type of fire extinguishers in the last 5 years in any of the wings of TANTRANSCO, TANGEDCO, PGCIL, Public sector organizations OR state power utility/ OR any central or state government organization 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.

Bidder shall attach the self attested copies of documentary proof for all the above BQR, in their tender.

Note:
The offer of the bidders who have stated to be previous work contractors to TNEB/TANTRANSCO will be considered for further evaluation, even though they have not enclosed copies of work orders or end user certificates etc., after ensuring with the concerned Work Order placing authorities. However, the tenderer has to furnish the Work Award/ Order No. and Date of Issue along with the details of Work Order issuing authority.

THE OFFERS OF TENDERERS NOT SATISFYING THE ABOVE 'BID QUALIFICATION REQUIREMENTS' 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 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 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.

3.0 **SCOPE OF WORK**

The scope of work covers maintenance contract for Refilling, Recharging, Servicing and Testing of Fire Extinguishers at 230 KV Koyambedu SS including cost of all labour and spares for a period of one year.

4.0 **SUBMISSION OF TENDER OFFER:**

4.1 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.

4.1.1 This limited Tender Offer consisting of Schedules 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.

4.1.2 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) or the and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, Certified copies of which shall be given.

4.1.3 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.

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

5.1 At any time after the commencement of Limited Tender and before the closing of the event, TANTRANSCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.

5.2 In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the Executive Engineer/Operation/ Koyambedu, Chennai-106 will clarify the same.

5.3 No clarifications entertained after the opening of the tender.

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

5.5 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.

6.0 **QUOTATION OF RATES**:

6.1 Rates should be quoted figures i.e., integers only.

6.2 Offers giving lumpsum price, without giving their reasonable breakup as per details required in the attached Price Schedule-A shall be liable for rejection.

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

Printed terms and conditions will not be considered as forming part of the tender under any circumstances.

8.0 **INCOMPLETE TENDERS:**

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

9.0 **AMBIGUITIES IN CONDITIONS OF TENDERS**:

9.1 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.

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

9.3 Tenderers shall bear all costs associated with the participation in this limited tender and the TANTRANSCO will in no case be responsible or liable for these costs.

9.4 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.

9.5 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.

9.6 If the tenderer has any doubt about the meaning of any portion of this specification, he should at once submit particulars thereof to the Superintending Engineer/Operation/ North in order that the doubts may be cleared before the submission of his tender.

9.7 If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the Superintending Engineer/Operation/ North before opening.

9.8 Only the firm/person possess adequate experience to execute the described nature of work only will be considered.

9.9 The Tenderers are requested to furnish the detailed postal address and pin code, telephone and Fax Nos. etc in their tenders.

9.10 The total amount quoted for the tendered work will be taken for evaluation.

10.0 **DESTINATIONS WHERE WORK TO BE CARRIED OUT:**

The prices quoted should be for the work execution at 230KV Koyambedu Substation, Arumbakkam in Chennai comes under the Operation / North Circle.

11.0 **TENDER OPENING**:

11.1 **OPENING OF BID**

The Tender offers will be opened at 15.00 Hrs on the date notified at Office of the Assistant Executive Engineer / Maintenance / Koyambedu 230KV SS, Chennai-106 in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

11.2 **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.

12.0 **INFORMATION REQUIRED AND CLARIFICATIONS:**

12.1 In the process of examination, evaluation and comparison of tender offers, the TANTRANSCO may at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

12.2 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.

12.3 The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. TheTenderers shall not make attempts to establish unsolicited and unauthorized Inviting Authority, Tender Accepting Authority or Tender scrutiny committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason liable to disqualify the tenderer**.**

12.4 After acceptance of the tender by the Tender Accepting Authority, the details will be duly intimated.

12.5 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the TANTRANSCO for rejection of his offer, except as mentioned in Clause-1 of Section-III. The TANTRANSCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the TANTRANSCO.

13.0 **EVALUATION AND COMPARISION OF TENDER OFFERS**:

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

13.2 The offers of the bidders, who have stated to be previously weed/jungle removing contractor to TANTRANSCO will be considered for further evaluation , even though they have not submitted the copies of purchase orders or End user Certificate, etc., after ensuring with concerned purchase orders placing authorities.

13.3 For the purpose of evaluation of the tender offers, the following factors will be taken into account for arriving at the evaluated price:

13.3.1 The quoted price shall be corrected for arithmetical errors. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.

13.3.2 The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with the HSN code.

13.3.3 The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value.

13.3.4 Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the state or bidders are within the State and outside TN.

13.3.5 The bid evaluation will be done as per Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 and its subsequent amendments till date.

14.0 **VALIDITY:**

14.1 The tender offer shall be kept valid for acceptance for period of 120 days from the date of opening the tender. The offers with lower validity period are liable for rejection.

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

15.0 **RIGHTS OF THE TANTRANSCO:**

15.1 Notwithstanding anything contained in this Specification, the TANTRANSCO reserves the rights :

a) to vary the extent finally ordered to the extent of 25% indicated in the Tender document.

b) to split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered work is so vital in nature and the failure in execution would affect the day to day work nature.

c) to recover losses, if any, sustained by TANTRANSCO, from the contractor who pleads his inability to remove weeds/Jungle and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited and not keeping up the time schedule.

d) to vary the completion period based on the requirement and contingencies at the time of placing the Rate contract.

e) to accept the lowest eligible tender.

f) to reject any or all the tenders or cancel without assigning any reasons there for.

g) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANTRANSCO.

15.2 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.

16.0 **DEVIATIONS**:

16.1 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.

16.2 NO ALTERNATE OFFER WILL BE ACCEPTED.

17.0 **APPEAL :**

17.1 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.

18.0 **SPECIAL CONDITIONS**

18.1 The work shall be taken up immediately after execution of agreement and completed

without delay. Period of contract in all respects is stipulated for a **period of one year from the date of acceptance of agreement** . Normally no extension will be granted beyond the stipulated period.

18.2 Income Tax payable on the contract amount at the appropriate rate levied from time to time will be deducted from payment to be made to the contractor in accordance to the provisions of the Income Tax Act 1981 and amended from time to time.

18.3 Tamil Nadu Detailed Standard Specification and I.S. Specification will be followed wherever applicable and in cases not covered by the individual specification attached.

18.4 Any discrepancy between schedule and specifications will have to be referred to the competent authority and his decision will be final.

18.5 All tools required for the works must be provided by the contractor himself. Safe provision of shelter for the workers will be the contractor's scope.

18.6 The contractor will have no claim for suspension of work due to any cause whatsoever or inadequate work for his labour force.

18.7 As the Koyambedu 230KV Substation is an energized one connected to the national grid**,** the contractor should arrange for proper barricade of working area and put up necessary flags and warning signals as the situation would demand in consultation with the field engineers of the station.

18.8 The contractor should indemnify the Board that any excess payment that may be found to have been made as a result of incorrect calculation or any excess payment detected in the light 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.

18.9 Duty passes shall be issued against the individual name of the contract labours with proper requisition of the contractor and only those persons will be allowed to work.

18.10 During the course of execution of work, if a person meets with an accident, the contractor is solely responsible to compensate the individual for loss and details to be reported to TANTRANSCO. Risk factor in any form inside the Substation is vested with the contractor only.

18.11 No damage should be caused to Board's property and equipment's during execution of work. In the event of any damage caused the same should be set right at the cost of the contractor.

18.12 If the Contractor does not carry out the work up to the entire satisfaction of the Engineer in charge, of the station, the contract will be liable for termination without any reasons there for. Also the contract is liable for termination at any time during the period of the contract without assigning any reasons there for.

18.13 **The tenderer should inspect the site and make out thorough assessment of the nature of the work and satisfy him before tendering. Any representations at a later date under any circumstances will not be entertained.**

18.14 The work should be done carefully and without hindrance to other works carried out by Board in that area.

18.15 The workers shall confine themselves to the areas for which the works contract has been awarded as specified by the Engineer.

18.16 The contractor should provide adequate safety appliance, Personal protective equipment (PPE), Drinking water, sanitizer, shelter to his workers for which no claim from TANTRANCO can be made.

18.17 The Contractor should take care and ensure that law and rules are not violated while carrying out the work either by himself or by his labour.

19.0 **BAR OF JURISDICTION:**

As per existing specifications of TANTRANSCO's Standard terms and conditions.

20.0 **SPECIAL CONDITIONS**

a. The work shall be taken up immediately on acceptance of agreement and the initial refilling shall be completed without delay. Similarly, the materials shall also be supplied during the course of work without delay. Period of contract in all respects is stipulated for a period of one year from the date of acceptance of agreement. Subsequent refilling, if required, is to be done within the year at the same rates. Normally no extension will be granted beyond the stipulated period.

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

c. The rate quoted should be up to finished work, which includes of leads and lifts or all materials, spares and all related upto the work completion.

d. Tamil Nadu Detailed Standard Specification and I.S. Specification will be followed wherever applicable and in cases not covered by the individual specification attached.

e. Any discrepancy between schedule and specifications will have to be referred to the competent authority and his/ her decision will be final.

f. All spares required for the works must be provided properly by the contractor.

g. The contractor will have no claim for suspension of work due to any cause whatsoever or inadequate work for his labour force.

h. As the Koyambedu 230KV Substation 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.

i. 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.

j. 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.

k. During the course of execution of work, if a person meets with an accident, the contractor is solely responsible to compensate the individual for loss and details to be reported to TANTRANSCO. Risk factor in any form inside the Substation is vested with the contractor only.

l. 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.

m. 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.

n. The work should be done carefully and without hindrance to other works carried out by Board in that area.

o. The workers shall confine themselves to the areas for which the works contract has been awarded as specified by the Engineer.

p. The contractor should provide adequate safety appliance, mask, Drinking water, sanitizer etc to his workers for which no claim from TANTRANCO can be made.

q. 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.

r. The tenderer should provide eligible staff for the works as specified by the field officer.

s. The staff provided by the tenderer should be with good physical and mental health.

t. The tenderer should have group insurance for staffs provided for the works.

u. All salary, Bata, bonus, medical expenses, allowances etc., will be paid by the contractor to staffs provided by the contractor for the work.

v. Any damage or loss to TANTRANSCO property occurred during execution due to mal-operation the entire cost for repair or replacement should be borne by the tenderer.

w. 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.,

x. The contractor should be ready to take up any work as directed by the Field Engineer.

y. The contractor should provide staff for the entire contract period.

z. The Contractor should abide rules and regulation of TANTRANSCO.

aa. The contractor should follow the safety rules and regulations of TANTRANSCO.

bb. 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 Maintenance contract for Refilling, Recharging, Servicing and Testing of various type of Fire Extinguishers at 230 KV Koyambedu Substation for a period one year including the cost of all labour and spares etc.

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/Koyambedu, Chennai 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 Maintenance contract for Refilling, Recharging, Servicing and Testing of various type of Fire Extinguishers at 230 KV Koyambedu Substation including cost of all labour and spares 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 A.

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 supply orders executed by them for the past five years as on the date of tenders in the Schedule D 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 maintenance contract period shall be for one year from the date of acceptance of agreement.

6.0 COMPLETION OF WORK

6.1 The date of Refilling & Replacement of spares will be reckoned as the date of completion of work for the purpose of calculation of liquidated damages in respect of that work.

6.2 If the guaranteed delivery period is not kept up, the Liquidated Damages specified in Clause – 13 of Section-V will be enforced. Refilling and replacement of spares if any shall be done as per the mentioned schedule:

Sl.No.	Name of the Division	Due Date Schedule
1.	Koyambedu	Within a week before due date of refilling / 7days from the date of intimation by the field Engineer.

6.3 The delay in Refilling & Replacement of spares will be subject to levy of liquated damages. The time taken by the TANTRANSCO to make the site ready if any will be to TANTRANSCO 's account.

6.4 The spares supplied in lieu of replacement shall be of good quality and the same shall be guaranteed for a period of **12 months** from the date of replacement.

6.5 The TANTRANSCO reserves the right to alter the work schedule even at the time of placing work contract to suit its needs as and when necessity arises, during pendency of the contract. Tenders with work schedule other than the above are liable for rejection.

6.6 TANTRANSCO reserves the right to cancel the work not completed as per work schedule.

6.7 TANTRANSCO also reserves the right to cancel the order if the work schedule is not kept up, without any further notice to the contractor.

6.8 The contract period will not normally be extended. Hence all efforts shall be taken to complete the work within the contractual work period.

7.0 DELIVERY:

7.1 Refilling & replacement of spares if any shall be done within a week before due date of refilling or 7 days from the date of receipt of intimation from the field Engineer, on award of contract and execution of agreement.

7.2 If the guaranteed delivery period is not kept up for the work to be rendered/ material to be supplied against the Contract and if they are accepted by the TANTRANSCO, such acceptance is without prejudice to the TANTRANSCO's rights to levy liquidated damages specified in Clause 13 for the delay in supply/ work execution.

7.3 TANTRANSCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier. To ensure sustained supply without any interruption, TANTRANSCO reserves the right to place orders among more than one tenderer.

7.4 The TANTRANSCO will be at liberty to cancel the contract if the supply/work is not made as per the delivery schedule specified in the indent, not withstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TANTRANSCO in addition to the liquidated damages for delay, the actual difference in price whenever the TANTRANSCO orders the delayed quantity to be supplied / executed by other agencies at higher rate.

8.0 GOODS AND SERVICE TAX

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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. 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.

8.7 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.

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

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

9.0 GUARANTEE

9.1 The work executed and the spares supplied by you shall be guaranteed for a period of **12 months** from the date of completion of work/ supply against poor workmanship, bad quality of raw materials used, defective spares supplied and faulty designs. Any defects noted during the guarantee Period should be rectified free of cost to the TANTRANSCO.

9.2 A written guarantee guaranteeing the TANTRANSCO Ltd against defects in the materials supplied, either in materials or workmanship should be furnished preferably along with the bill to the Executive Engineer/ Operation/ Koyambedu. The guarantee shall be operative for a period of 12 months from the date of receipt of materials at site in good condition.

9.3 Any defects noticed during this period shall be rectified free of cost to the TANTRANSCO within 2 (Two) months from the date of intimation of defect/ failure. Irrespective of number of failures and repairs, the suppliers are responsible for free replacement of the defective materials till the same serves a continuous period of 12 (Twelve) months from the date of installation after the last repairs and this shall be in addition to the guarantee provided for the material. If they are not replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures.

9.4 The incidental expenses, transport and freight charges for the replacement of defective materials within the guarantee period shall also be borne by the supplier till such time it serves a continuous period of 12 (Twelve) months as said above.

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 and it shall guarantee the faithful Performance of the materials supplied in accordance with the Terms and Conditions specified in the Specifications. The security deposit cum performance Guarantee will not carry any interest.

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 payment should be made through Demand Draft drawn in favour of the Superintending Engineer/Operation/North, TANTRANSCO, payable at Chennai.

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 to the contractor after the expiry of guarantee period ensuring that defects / damages during the guarantee period are rectified / replaced and 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.

10.7 The Security Deposit cum Performance Guarantee shall be valid for the entire Guarantee period from the date of receipt of materials at stores in good condition.

10.8 Failure to comply with the terms regarding security deposit cum Performance Guarantee set out in the order within the stipulated time, the successful tenderer will entail in the cancellation of the order without any further reference to the supplier.

10.9 If the performance period of the materials supplied is over and some quantity of materials within guarantee period were defective and are still pending for want of repair/replacement then the original Security Deposit cum Performance Guarantee will not be released.

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 Asst. Account Officer/North at the office of Superintending Engineer/ Operation /North, Chennai-80 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 Assistant Engineer/ Maintenance/Koyambedu 230kV SS and the corresponding payment will be made by the Asst. Account Officer/North at the office of Superintending Engineer/ Operation /North, Chennai-80 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) TANTRANSCO 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/Koyambedu and on receipt of the contractor's bills in triplicate, by the Asst. Account Officer/North at the office of Superintending Engineer/ Operation /North, Chennai-80 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.
e) Guarantee Certificate.
f) Undertaking for Compliance of Statutory Provision and Agreement.

11.6 The contractor shall carry out the work after executing the K2 agreement, indemnity bond with the Executive Engineer/Operation, Koyambedu 230KV SS. 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.

12.0 **FORCE MAJEURE**

12.1 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 TANTRANSCO 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

13.0 **LIQUIDATED DAMAGES**

13.1 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/ work execution.

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.

13.2 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, not withstanding its rights to claim liquidated damages for the belated work completion as on the date of cancellation.

13.3 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.

13.4 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.

14.0 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.

15.0 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 contactor and the decision of Executive Engineer /Operation/Koyambedu in this regard will be final.

16.0 LOSS OR DAMAGE:

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

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

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

to replace the balance or to claim compensation for the entire loss sustained by the purchaser on that account.

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

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

16.6 In case supplies are rejected and they are replaced subsequently, the date of such replacements will be reckoned as the date of supply and the materials so replaced will be covered under guarantee.

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

17.0 **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.

18.0 **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/ Koyambedu at any time during the contract period.

19.0 **NON-ASSIGNMENT:**

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

20.0 **EFFECTING OF RECOVERIES:**

20.1 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.

20.2 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.

21.0 **SAFETY REGULATIONS:**

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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.

21.6 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.

22.0 **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.

23.0 **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.

24.0 **JURISDICTION FOR LEGAL PROCEEDINGS:**

24.1 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.

24.2 The successful tenderer should furnish an undertaking in this regard on receipt of purchase order in a non judicial stamp paper value Rs. 500/- agreeing to the above conditions as per **Annexure- II** of this specification.

25.0 **INSURANCE:**

25.1 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.

25.2 Contracting firms shall arrange insurance for the equipment and all its accessories being supplied by them, through any of the Nationalised Insurance Companies. The equipment shall be insured to cover transport (from warehouse) and 60 days storage risk at site. The damages, if any during transit will be reported within 30 days receipt of materials. It will be the responsibility of the Contractor to replace the defective / damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from Insurance, Under-writers/Carriers.

26.0 **TESTS AT SITE**

26.1 The TANTRANSCO reserves the right of having such test as he may decide upon, being carried out at site at his own expenses to satisfy himself that the materials have not suffered any damage during transit.

26.2 Random samples of materials supplied will be tested departmentally, or through approved Government Laboratory at purchaser's cost and for any non- conformity to relevant I.S.S., full supplies will be rejected. Further, supplies in such cases will be accepted and paid for, only after satisfactory results of the testing of samples. In addition, the guarantee period will also be extended for subsequent supplies at the discretion of the purchaser.

27.0 **INSPECTION**

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.

28.0 **RESPONSIBILITY:**

28.1 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.

28.2 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.

29.0 **INCOME TAX**

29.1 Tenderers shall furnish their Permanent Account Number (PAN) and GST Identification Number (GSTIN) in their offer or other relevant documents without fail.

29.2 Income Tax payable on the contract amount at the appropriate rate levied from time to time will be deducted from the payment to be made to the contractor in accordance to the provisions of the Income Tax Act 1981 and amended from time to time.

30.0 **GENERAL**

30.1 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.

30.2 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.

31.0 **DESPATCH INSTRUCTION**

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

31.2 It is your responsibility for the safe delivery of Fire extinguisher and its spares at destination.

31.3 It is noted that TANTRANSCO is also at liberty to cancel this order at any time without assigning any reason.

32.0 **BREAKDOWN MAINTENANCE**

32.1 If any of the problems is not attended on the same day suitable System/Spare / Equipment should be replaced immediately.

32.2 If any of the fire extinguisher is not rectified on intimation by phone/mail, then TANTRANSCO has the right to call in a third party to get the problem attended.

32.3 The defects in the fire extinguisher when called upon by TANTRANSCO should be attended to, without restriction to the number of calls and area of operation.

32.4 The spares should be replaced in the presence of the Assistant Engineer/ Maintenance/Substation and the defective shall be handed over to the Assistant Engineer/Maintenance/Substation.

33.0 **POWER TO RELAX:**

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

34.0 **K2 AGREEMENT AND INDEMNITY BOND:**

34.1 The successful Tenderer should have to enter into a formal agreement with the Executive Engineer/ Operation/Koyambedu with non-judicial stamp papers of value of Rs.200/- (Rupees Five hundred only) within specified time on receipt of the contract; otherwise, the contract will be cancelled.

34.2 The successful Tenderer should also furnish the indemnity bond with non-judicial stamp papers of value of Rs.500/- (Rupees Five hundred only) in the following form before taking up the work.

I/We ……..(Contractor) do hereby indemnify the Executive Engineer /Operation / Koyambedu, against any damages, injury to any person equipment's 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 thereunder.

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.

37.0 **GENERAL CONDITIONS (STATUTORY COMPLIANCES)**

1. The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
2. The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
3. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
4. The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereofor any other law relating thereto and rules made there under from time to time.
5. The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.
6. The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub- contractors. (if permitted).
7. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

37.1 **CONTRACT LABOUR REGULATIONS :**

(i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
   a) Name and situation of the work.
   b) Contractor's name and address.

c) Particulars of the Department for which the work is undertaken.
d) Name and address of sub-contractors as and when they areappointed.
e) Commencement and probable duration of the work.
f) Number of workers employed and likely to be employed.
g) 'fair wages' for different categories of workers.
h) Number of hours of work which shall constitute a normal working day.
i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages atdouble the ordinary rate of wages.

(ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest dayunless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest dayat the overtime rate of wages.
b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

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

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

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

(vi) Fines and deductions : Wages of a worker shall be paid to him withoutany deductions of any kind except the deduction for damage to or lossof goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;

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

(vii) Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
a) Full particulars of the labourers who met with accident.
b) Rate of Wages.
c) Sex.
d) Age.
e) EPF UAN number.
f) ESI number.
g) Aadhaar number.
h) Nature of accident and cause of accident.
i) Time and date of accident.
j) Date and time when admitted in hospital.
k) Date of discharge from the hospital.
l) Period of treatment and result of treatment.
m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
n) Claim required to be paid under Workmen's Compensation Act.
o) Date of payment of compensation.
p) Amount paid with details of the person to whom the same was paid.
q) Authority by whom the compensation was assessed.
r) Remarks.
[Note: k, l, m, n for the workmen not covered under the ESI provisions]

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

(ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

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

(xi) Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision

of the competent authority shall be final and binding upon the Contractor and the workmen.

(xii) Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in- Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

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

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

37.2 **Compliance of EPF& MP Act, 1952:**

a) The Contractor who take up works contract forTANGEDCO/ TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;
b) The Contractor should have a separate EPF main codenumber.
c) The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
d) The contractor should submit necessary returns to EPF Organisation within the stipulated time as requiredunder the said EPF & MP Act.
e) The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organisation in order to claimthe Bills for the respective works.
f) The workers engaged by the contractors should have EPF- UAN number (universal Account Number).
g) The contractor should be fully liable to meet and fulfill allthe relevant provisions of the EPF act in the respect of the execution of the Tendered work.
h) In case the Contractor fails to fulfill any of the statutory provisions of the EPF & MP Act and consequently it happens that TANGEDCO/TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO/TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO/TANTRANSCO.
i) In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above. The EPF employer contribution will be restricted upto Rs.15,000/- only.

37.3 **Compliance of ESI Act 1948 :**

a) The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
b) The contractor should have a separate ESI main code number.
c) The contractor should be responsible for the payment of necessary ESI contributions –

both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.

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

e) The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.

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

g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TANGEDCO & TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANGEDCO & TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANGEDCO & TANTRANSCO.

h) (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
(ii) The contractor who claims exemption for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI.
(iii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs.700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.
(iv) 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.

37.4 **Statutory Compliance:**

The successful tenderer should furnish an undertaking for Statutory Compliance on receipt of the order in a non judicial stamp paper value not less than Rs. 500/- agreeing to the above conditions as per **Annexure- IV** of this specification.

37.5 **The Building and Other construction Workers Act:-** (other than the circle/station registered under the Factories Act)

a) The contractor should obtain the Registration certificate under the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the competent Authority (the Joint Director/Industrial safety and Health (BOCW).

b) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996.

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

a) The Contractor who take up works contract for TANGEDCO/ TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 ormore workmen on a day of emergency (or) in necessity.
b) The Contractors should 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 claimsunder the aforesaid Act and the Rules. The contractorsshould also submit the copy of the labour licence before executing the works.
c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulationof Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules The contractors should also submit the copy of the migrant labour licence before executing the works.
d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) centralrules 1971.
   (i) Muster Roll in Form – XVI.
   (ii) Register of Wages in Form – XVII.
   (iii)Register of overtime in Form – XVIII.
   (iv) The contractor shall issue an photo identity card to his employees.

37.7 **Wages:-**

a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notifiedby the Government of Tamilnadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
b) The contractor should pay the wages before the expiryof seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced aswhen called for.

37.8 **EPF Documents to be Produced for Claiming Bills:-**

a) The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number shouldbe entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.
b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)
c) The combined Challan of Account No. 1,2,10,21 & 22 should be submitted.
d) All the documents should duly signed with seal by the contractor.

37.9 **ESI Documents for While Claiming Bills:-**

a) The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory)
b) The contribution history of the respective months should be submitted.
c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted asper the below format.

S.No	IP.No	IP.Name	No. of days	Wages	IP Contributions

d) All the documents should duly signed with seal by the contractor.

37.10 **Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020**

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

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

New Forms:

FORM I	Certificate of Registration of Principal Employer/Employer(under 3 Rules)
FORM II	Application for Licence/ Renewal of Licence (under CLRAand ISMW Rules)
FORM III	Form of Certificate by Principal Employer (under CLRA andISMW Rules)
FORM IV	Certificate of Initial and Periodical Test and Examination ofVarious Appliances (under BOCW Rules)
FORM V	Application for Adjustment of Security Deposit (underCLRA and ISMW Rules)
FORM VI	Licence and Renewal (under CLRA and ISMW Rules)
FORM VII	Notice of commencement/ completion of work (underCLRA and BOCW Rules)
FORM VIII	Service Certificate (under 3 Rules)
FORM IX	Certificate of Medical Examination (under BOCW Rules)
FORM X	Report on recruitment and employment of migrant workmen and cessation of employment of migrantworkmen (under ISMW Rules)
FORM XI	Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)
FORM XII	Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules)

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

a) An undertaking as specified in (Annexure IV) should be furnished by the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the

respective works while claiming the bills.

b) The TNEB (TANGEDCO/ TANTRANSCO) registered contractor, who wants to execute the works in a circle has to execute an agreement with the Executive Engineer/ Operation/ Koyambedu.

38.0 **LABOUR WELFARE FUND:**

An amount of 1% of the gross value of the contractor's running bill will be recovered towards the contribution to the Manual Workers General Welfare Fund and remitted to T.N Construction Workers Welfare Board, Chennai - 18.

39.0 **OTHER CONDITIONS:**

a. The rate quoted should be firm during the currency of the contract (i.e one year).
b. As and when called for refilling works of fire extinguishers should be taken up immediately.
c. If any of the problems is not attended on the same day suitable /Spare / Equipment should be replaced immediately.
d. If any of the fire extinguisher is not rectified on intimation by phone/mail, then TANTRANSCO has the right to call in a third party to get the problem attended.
e. The defects in the fire extinguisher when called upon by TANTRANSCO should be attended to, without restriction to the number of calls and area of operation.
f. The testing charges should be quoted separately (Pressure testing for trolley type and portable type).
g. Transporting the empty container from the substation and returning to the SS after refilling to be done by you without loss of time as and when called for.
h. The refilling and servicing charges for trolley type and portable type shall also be quoted separately.
i. The refilling should be with ISI mark.
j. All the fire extinguishers must be discharged/ emptied before refilling & reinstalled within a week.
k. The Contractor shall give at one year warranty on the materials/ spares supplied and workmanship.
l. All the refilling/recharging should be guaranteed one year from the date of refilling.
m. The Contractor shall conduct a free quarterly inspection and maintenance on all the units being refilled until the duration of the warranty.
n. Maintenance includes repair and refilling of Fire Extinguishers with down pressure, calibration, adjustment of fittings and valves, replacement of spares, if required, reconditioning of caps, Checking of nozzles, cap assembly, safety pin/clip, discharge pipe etc., ensuring that all joints are fully tightened and nozzle, vent hole etc. are free of dust/dirt, Checking wall bracket/ fire stand of fire extinguishers, Painting of extinguisher stand, cylinder, fire bucket stand, fire buckets and provision of stickers.

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SECTION-VI
TECHNICAL

1.0 **SCOPE :**

The scope of work covers Maintenance contract for Refilling, Recharging, Servicing and Testing of various type of Fire Extinguishers for a period one year including the cost of all labour and spares at 230 KV Koyambedu Substation.

2.0 **LOCATION:**

The site is located at Koyambedu 230kV Substation, TANTRANSCO, 204N, Inner Ring Road, Arumbakkam, Chennai, Tamil Nadu 600 106.

3.0 **WORK INVOLVED**

3.1 General services of 24 nos. fire extinguishers which will include the following:

a. Pressure testing.
b. Chamber de-rusting.
c. Valve checking/resetting, replace if needed. In case of valve of the extinguishers found defective the bidder shall replace the valve with BIS marked (IS- 3224) new valve, the old valve shall be returned with the supply.
d. Checking of all spare parts, replacement if needed.
e. General repairs.
f. Pressure recharging.
g. Repainting

3.2 Refilling of the following Fire Extinguishers, with:

a. Dry Chemical Powder : 6Kg - 4nos., 10Kg – 9nos., 22.5Kg – 3nos.
b. Mechanical Foam type: 9Ltrs – 6nos., 50Ltrs – 2nos.

3.3 All the fire extinguishers must be discharged/ emptied before refilling of fire extinguishers.

3.4 All the fire extinguisher has to be refilled & reinstalled within a week before the due date of refilling or 7 days from the date of intimation by the field Engineer during the contract period.

3.5 The contractor should refill existing Fire Extinguishers installed at the Substation/ office premises within stipulated period as the same can be effectively operated at the time of any fire-mishap.

3.6 The refilled extinguishers are to be mounted on the wall safely and securely at least 1.5 ft. from the floor.

3.7 Refilled units shall be subject to at least two (2) days quality control before repainting for safety.

3.8 Refilled Dry Chemical, Carbon Dioxide cartridge shall be subjected to chemical purity and weight testing at the expense of the Contractor.

3.9 The Contractor shall give at one year warranty on the materials/ spares supplied and workmanship.

3.10 The contractor should provide minimum guarantee of one year of uninterrupted serviceability of all the fire extinguishers.

3.11 Fire extinguishers should be checked in regular interval and should be repaired free of cost if it fails to operate.

3.12 Prior to pull out of the units for refilling/repair, the Contractor shall provide good condition spare unit(s) for fire extinguishers being pulled out with the same capacity and type of

chemical. These will be used temporarily as spare units and will only be pulled out upon return/delivery of the same.

3.13 The Contractor shall conduct a free quarterly inspection and maintenance on all the units being refilled until the duration of the warranty.

3.14 Maintenance includes repair and refilling of Fire Extinguishers with down pressure, calibration, adjustment of fittings and valves, replacement of spares, if required, reconditioning of caps, Checking of nozzles, cap assembly, safety pin/clip, discharge pipe etc., Ensure that all joints are fully tightened and nozzle, vent hole etc. are free of dust/dirt, Checking wall bracket/ fire stand of fire extinguishers, Painting of extinguisher stand, cylinder, fire bucket stand, fire buckets and provision of stickers.

3.15 All fire extinguishers and refills and spare parts must confirm to performance and construction specifications as laid down in BIS and as amended from time to time.

3.16 After refilling the contractor should paste inspection card to the body of the extinguishers indicating the serial number, date of refilling, next due date for refilling and operating instructions of fire extinguishers are legible and facing outward and in good visible condition. Provide sticker to each cylinder with requisite dates with authentication.

3.17 This indent will be a running contract for a period of one year on the requirement basis. The quantity shown in the indent is the maximum quantity to be used during this period. The actual quantity shall vary depending on requirement. The rate of each item shall be firm throughout the contract period.

3.18 Fire extinguishers/cartridges weight shall not vary more than 10% of specified weight.

3.19 Transportation of cartridges, spares such as nozzle, hose, safety pin, safety clip, wheel set trolley, control valve, etc. to the destination site including cost of all labour will be the responsibility of the contractor.

3.20 Servicing (if any) of extinguisher valve during refilling and testing shall be carried out by the contractor. Charges for the same shall be included in the offer (NO EXTRA CHARGE SHALL BE APPLICABLE FOR THIS).

3.21 The demonstration of fire extinguishers must be given to staff member of Koyambedu 230kV Substation at least once in a year.

3.22 The Contractor shall be responsible for any injury to their workmen during performing the servicing/ refilling/maintenance work etc.

3.23 The successful bidder shall submit the name and address of hydro testing and gas filling agency through the hydro testing and filling job shall be executed once work order is awarded.

3.24 All related works in respect of the annual maintenance contract should be done for the period of one year.

4.0 GENERAL CONDITIONS

a. All other technical specification, not specifically covered by this individual specification, practice in the state of Tamil Nadu shall be followed.
b. All works shall be carried out with skilled workers. The contractor shall employee skilled person.
c. The spares provided for the work shall be of good quality. All the required consumables shall be made available before taking up the work.
d. The work shall be carried out strictly as per safety norms and to the satisfaction of Engineer in charge of work.
e. The workers shall confine themselves to the areas for which the works contract has been awarded as specified by the Engineer.
f. Suitable face masks shall be supplied for use by workers considering the pandemic.

g. 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:-**

5.1 The maintenance contract period shall be for one year from the date of acceptance of agreement.

5.2 The completed work and spare supplied should be guaranteed for the period of 12 months from the last date of completion of work.

5.3 Poor workmanship and defective material if found later shall be rectified/ replaced by the contractor within the stipulated time as it will be liable for liquidated damages.

&&&&&&

SCHEDULE A

PRICE BID

The scope of work covers : Maintenance contract for Refilling, Recharging, Servicing and Testing of various type of Fire Extinguishers for a period of one year from the date of acceptance of agreement including the cost of all labour and spares at 230 KV Koyambedu Substation

SECTION A: REFILLING OF FIRE EXTINGUISHERS

Sl. No.	Description of the Work	Approximate No. of Fire Extinguishers	Rate/No Filling	GST Rate/ No/ Filling	Total Amount
1	Refilling charges for DCP-6KG capacity fire extinguisher (Stored pressure type)	4			
2	Refilling charges for DCP-10KG capacity fire extinguisher (cartridge)	9			
3	Refilling charges for DCP-22.5KG capacity fire extinguisher (trolley)	3			
4	Refilling charges for mechanical foam 9L capacity fire extinguisher (stored pressure type)	6			
5	Refilling charges for mechanical foam 50L capacity fire extinguisher (trolley)	2			
	Total	24			

SECTION B: SPARES FOR FIRE EXTINGUISHERS

Sl.No.	Description of Spares	Rate Per Unit			GST	Amount
I	FOAM TYPE FIRE EXTINGUISHERS	9 Ltrs	50Ltrs			
1	Cap washer					
2	Nozzle					
3	Hose set					
4	Co2 gas cartridge					
II	DCP TYPE FIRE EXTINGUISHERS (stored / cartridge)	6Kg	10Kg	22.5Kg		
1	Safety clip					
2	Co2 gas cartridge					
3	Nozzle set					
4	Hose sets					
5	Wheel set Trolley					
6	Control valve					

III	Fire Bucket					

SECTION C: RECONDITIONING AND PAINTING

Sl. No.	Description	Rate per unit	GST	Amount
1	Painting charges (portable)			
2	Painting charges (Trolley)			
3	Fire bucket painting charge			
4	Extinguisher stand painting			
5	Reconditioning of cap for all fire extinguishers			
6	Instruction stickers			
7	Laminated fire classification chart			
8	First aid chart			

COMPANY SEAL

SIGNATURE OF THE TENDERER
WITH DATE

Please Note:

a) While deciding the lowest tenderer, the total cost of refilling of all the fire extinguishers as per Section A of Schedule A will be considered, along with the rates quoted for Sections B & C.
b) The rates quoted in Schedule A shall include charges for pressure testing, servicing and transportation.

SCHEDULE B

STATEMENT OF COMMERCIAL TERMS

The scope of work covers : Maintenance contract for Refilling, Recharging, Servicing and Testing of various type of Fire Extinguishers for a period one year including the cost of all labour and spares at 230 KV Koyambedu Substation

1.	Period of completion of work	:	Within a week before due date of refilling
2.	Work completion period offered	:	Days
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 C

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.

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

COMPANY SEAL

SIGNATURE OF THE TENDERER
WITH DATE

SCHEDULE D

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

COMPANY SEAL

SIGNATURE OF THE TENDERER
WITH DATE

SCHEDULE E

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

Date:

To,
The Executive Engineer,
Operation / Koyambedu,
Arumbakkam,
Chennai 600 106

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/ organization 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 TANTRANSCO, if lower prices are offered to anyone else during the period of one year from the date of acceptance of agreement.
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/ organization 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)

SCHEDULE F

DETAILS OF THE STATUTORY COMPONENTS

1.	Name of the work	
2.	Specification No.	
3.	Minimum No. of workmen proposed to be engaged to execute the work	
4.	Minimum wages (as per the PWD schedule rates of wages / Minimum wages Act)	
5.	Wages for weakly off relievers	
6.	EPF 13% Employer Contribution	
7.	ESI 3.25% Employer Contribution	
8.	Eligible Bonus	
9.	Gratuity	Applicable / Not Applicable
10.	If applicable (amount in rupees)	
11.	GST	
12.	Expenses towards other statutory compliances, Safety appliances and other amenities (should be less than 2%)	
13.	Total Amount (per month)	
14.	Total Amount (per year / period of contract)	
15.	Over heads including profit portion	

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 Two Hundred 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/ Koyambedu having office at 204 N Inner Ring Road, Arumbakkam, Chennai 600 106 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 under taking 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/ Koyambedu having office at 204 N Inner Ring Road, Arumbakkam, Chennai 600 106 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 NJS paper of value not less than Rs.500/-)

To
The Executive Engineer,
Operation/ Koyambedu,
TANTRANSCO,
Chennai-600106

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

UNDERTAKING TOWARDS 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/ Koyambedu having office at 204 N Inner Ring Road, Arumbakkam, Chennai 600 106 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 the Executive Engineer for compliance of statutory provisions.

3. 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

ANNEXURE V

IRREVOCABLE BANK GUARANTEE FOR FURNISHING EMD

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

B.G.No. Amount: Rs.

Date Valid till:

THIS DEED OF GUARANTEE made on this…… Day of Two thousand and ..... by the (Bank), at …… (address of the bank) under the Act, 1969 and having its central office at ……, and amongst other places branch at …… hereinafter referred to as the "BANKS"), to and in favour of TAMILNADU TRANSMISSION CORPORATION LIMITED, a Body Corporate constituted under the Electricity (Supply) Act, 1948 (Central Act LIV of 1948) having the head office at N.P.K.R.R. Maaligai, Electricity Avenue, 144, Anna Salai, Chennai2, represented by the Executive Engineer/ Operation/ Koyambedu 230kV SS, Arumbakkam, Chennai 600 106, herein called the "Purchaser".

Whereas M/s…… hereinafter called the (Bidder) have by virtue of participating in the tender floated by the Purchaser as per Tender Specification No……. agreed with the Purchaser to …… in accordance with the terms and conditions contained therein.

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

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

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

NOW THE DEED WITNESSES AS FOLLOWS:

In consideration of the purchaser having agreed to accept the irrevocable bank guarantee from a Nationalized Bank, towards the Earnest Money Deposit of the materials/system supplied for a sum equivalent to Rs……. (value of the tender a sum equivalent to Rs……. (value of the be entered) (Rupees …… only) the Bank do hereby guarantees that if the bidder fails to perform the tender procedures in accordance with the specifications and conditions of the purchase order and as subsequently amended, the Bank shall pay forthwith merely on demand without any demur to the purchaser such amount or amounts, as the Bank may be called upon to pay by the Purchaser.

PROVIDED that the liability of the bank under this deed shall not at any time exceed the said sum of Rs. …… (Rupees …… only).

PROVIDED FURTHER that the guarantee hereunder furnished shall be released as soon as the

bidder has completed the tender procedures to the satisfaction of the purchaser in accordance with the terms and conditions specified in the tender specification and the period of one year is over and a certificate to that effect is issued by the purchaser.

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

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

The Bank further agree with the purchaser that the purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions mentioned in the tender specification or to extend the time of validity of the bank guarantee by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said bidder and to forebear or to enforce any of the terms and conditions relating to the said tender specification and the Bank shall not be relieved of its liability by the reason of any such variations or extension being granted to the reason to the said bidder or by reason of any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or by any such matter or things what-so-ever which under the law relating to sureties would but for these provision have the effect so relieving the Bank.

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

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

IN WITNESS WHEREOF Thiru……. acting for and on behalf of the bank and signed this deed on the day, month and year first above written.

Signature with the seal of the Bank

(Name in Block letters)

In the presence of witness:

1.

2.

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