



**TAMIL NADU TRANSMISSION CORPORATION**

**CHENNAI**

**TAMIL NADU  
SPECIFICATION FOR SUPPLY OF**

**NEW TRANSFORMER OIL**

**OPEN TENDER UNDER RATE CONTRACT**

**SCHEME**

**THROUGH E- TENDERING**

**SPECIFICATION No: T -2236**

**DUE DATE: 08.06.22**

**OFFICE OF THE  
CHIEF ENGINEER/TRANSMISSION**

5<sup>th</sup> FLOOR, TANTRANS CO HEAD OFFICE,  
144, ANNA SALAI, CHENNAI – 600 002.

**::TAMIL NADU TRANSMISSION CORPORATION ::**

General information on Tender Specification No. T –2236  
(Tenders invited from Domestic bidders only)  
**THROUGH E-TENDERING**  
Open Tender

**SUPPLY OF NEW TRANSFORMER OIL UNDER RATE CONTRACT SYSTEM**

1.	Tender Specification No.	:	T- 2236
2.	Equipment	:	NEW TRANSFORMER OIL
3.	Quantity (tentative)	:	<b>630KL</b>
4.	Mode of Tender	:	e- Tendering SINGLE Part system (Techno-commercial Bid and price Bid)
5.	URL for online submission of e-tender	:	<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
6(a).	Tender document download Start date and Time	:	<b>06.05.2022 @ 17.00 Hours</b>
6(b)	Clarification start date and time	:	<b>07.05.2022 @ 12.00hrs</b>
6(c)	Clarification end date and time	:	<b>13.05.2022 @ 15.00hrs</b>
6(d)	E-tender submission start date and time	:	<b>16.05.2022 @12.00Hours</b>
6(e)	Tender document download end date and time	:	<b>07.06.2022 @ 12.00Hours</b>
6(f)	Last date and time for NEFT payment of EMD credited into TANTRANSCO account	:	<b>07.06.22 @ 13.00 hrs</b> Bid document may be referred to for further details
7.	Bid submission end date and time	:	<b>07.06.2022 @ 14.00 Hours</b>
8.	Date and Time of opening of e-tender Techno-Commercial offer	:	<b>08.06.2022 @ 15.00 Hours</b> If the due date for receiving and opening the tender happens to be declared holiday, then the tender will be received and opened on the next working day.
9.	e-tender documents are available at	:	TANTRANSCO web site ( <a href="http://www.tantransco.gov.in">www.tantransco.gov.in</a> ) and TN Govt. website <b><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></b> .
10.	Documents to be uploaded by the Tenderers during online submission of e-tender.	:	All the documents in support of BQR, Price bid and specification requirements shall be uploaded with bid, and SCHEDULES: A to E and ANNEXURE- I to VI Tender document signed and scanned . <b><a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></b>
11.	(i) Earnest Money Deposit	:	<b>Rs. 4,50,000/-</b>
	(ii) Permanent EMD	:	<b>Rs. 20,00,000.00</b>

	<p>Note:</p> <p>(i) The tenderers who have made Permanent Earnest Money Deposit with the TANTRANSCO at Headquarters are eligible to participate the tenders floated by all tender inviting authorities of TANTRANSCO.</p> <p>(ii) The existing PEMD holders for Rs.50,00,000/- are eligible to participate in the tender.</p> <p>(iii) The existing PEMD holders for Rs.5,00,000/- may remit the balance amount at the Accounts Branch towards PEMD and produce evidence (enclose proof for having paid Rs.20,00,000/- towards PEMD in the tender offer) to become eligible to participate in this tender.</p>		
12.	Submission of Tender	:	SINGLE Part Open Tender system
13.	Clarification to be sought for from (By E.Mail only)	:	<p>The Chief Engineer/Transmission, Tamil Nadu Transmission Corporation, 6th Floor, NPKRR Maaligai, 144, Anna Salai, Chennai – 600 002.</p> <p>E Mail : i) <a href="mailto:cetr@tnebnet.org">cetr@tnebnet.org</a> ii) <a href="mailto:setr2@tnebnet.org">setr2@tnebnet.org</a></p>
14.	Place at which tenders will be opened.	:	<p>O/o. Chief Engineer/Transmission, TANTRANSCO, 6th, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai – 600002. Email Id: <a href="mailto:setr2@tnebnet.org">setr2@tnebnet.org</a></p>
<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>1. Money Deposit holders of Rs.20,00,000/- and above in TANTRANSCO can participate in the tender. Scanned copy of proof of PEMD shall be uploaded.</li> <li>2. The bids not uploaded with EMD/PEMD proof will be summarily rejected</li> <li>3. Bid document can be downloaded free of cost and submitted on line The Tender Documents are available in the website of Tamil Nadu Electricity Board (<a href="http://www.tneb.in">www.tneb.in</a>) &amp; Government of Tamilnadu (<a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>). The prospective bidders may get the specification by down-loading from Tamil Nadu Electricity Board or Government of Tamilnadu Website.</li> <li>4. The tenderers who have downloaded the specification from TNEB Website (OR) Government of Tamil Nadu Website need not pay the cost of specification. They shall ensure whether any clarification/amendment is issued to the specification before submission of their tender by visiting the above mentioned Websites</li> <li>5. <b><u>CHECK LIST :</u></b> The check list to indicate EMD/PEMD, details quoted shall be filled up and enclosed as per the format furnished as <b>Annexure VI.</b></li> <li>6. <b>The entire tender document should be serially numbered from first page to last page.</b></li> </ol>			

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

#### **A.REGISTRATION:**

Bidders are required to enroll on the E-Procurement module of the Tamil Nadu E- Procurement Portal (URL: <https://tntenders.gov.in/nicgep/app>

- (1) By clicking on the link “**Online bidder Enrollment**” on the TAMILNADU E- -PROCUREMENT Portal which is free of charge.
- (2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the TAMILNADU E PROCUREMENT Portal.
- (4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- (5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **B.SEARCHING FOR TENDER DOCUMENTS:**

- (1) There are various search options built-in in the TAMILNADU E- PROCUREMENT Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU E PROCUREMENT Portal.
- (2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the TAMILNADU E-PROCUREMENT Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- (3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **C. PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with **coloured** option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **D. ELECTRONIC SUBMISSION OF BIDS:**

The bidder shall submit online the requirements under qualification criteria and technical documents required and SCHEDULE OF PRICE / BOQ vide ANNEXURE-A. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique

bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

#### **PROCEDURE FOR SUBMISSION OF BIDS:**

- 1) Bidder should log- in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by the bidder. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) **The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking " Freeze Bid

- Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
  - 11) In all cases, bidder should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.
  - 12) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
  - 13) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
  - 14) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
  - 15) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
  - 16) TANTRANSCO reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
  - 17) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
  - 18) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.
  - 19) No deviation to the technical and commercial terms & conditions are allowed.

**E.ASSISTANCE TO BIDDERS:**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to TAMILNADU E PROCUREMENT Portal in general may be directed to the 24x7 TAMILNADU E PROCUREMENT Portal Helpdesk.

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**SPECIFICATION NO: T –2236.**  
**NAME OF THE TENDERED MATERIAL: NEW TRANSFORMER OIL**

<b>S.No</b>	<b>SECTION/ SCHEDULE/ ANNEXURE</b>	<b>DESCRIPTION</b>
1	SECTION- I	EARNEST MONEY DEPOSIT
2	SECTION- II	BID QUALIFICATION REQUIREMENTS
3	SECTION- III	REJECTION OF TENDERS
4	SECTION- IV	INSTRUCTIONS TO THE TENDERERS
5	SECTION- V	COMMERCIAL TERMS
6	SECTION- VI	TECHNICAL TERMS
7	SCHEDULE - A	SCHEDULE OF PRICES / BOQ
8	SCHEDULE - B	GUARANTEED PERFORMANCE PARTICULARS
9(a)	SCHEDULE C1 :	DEVIATION FROM TECHNICAL SPECIFICATION
9(b)	SCHEDULE C2	DEVIATION FROM COMMERCIAL SPECIFICATION
10	SCHEDULE - D	DECLARATION FORM
11	SCHEDULE - E	STATEMENT OF SUPPLY ORDERS EXECUTED/UNDER EXECUTION DURING THE PAST TEN YEARS AS ON THE DATE OF TENDER OPENING.
12	SCHEDULE -F	QUESTIONNAIRE
13	ANNEXURE –I	UNDERTAKING IN LIEU OF E.M.D
14	ANNEXURE -II	UNDERTAKING FOR LEGAL PROCEEDINGS
15	ANNEXURE -III	MATERIAL PRICE VARIATION CLAUSE FOR NEW TRANSFORMER OIL
16	ANNEXURE -IV	UNDERTAKING TOWARDS THE RECOVERY OF DUES TO TANTRANSO
17	ANNEXURE -V	TENDER ACCEPTANCE LETTER
18	ANNEXURE-VI	DECLARATION TO BE SUBMITTED BY THE BIDDERS FOR ITC BENEFITS IN NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs.80/-

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**SECTION – I**  
**EARNEST MONEY DEPOSIT**

- 1) Tenderer should pay the specified amount towards Earnest Money Deposit, as follows:

**EMD: Rs.4,50,000/-(Rupees Four Lakhs Fifty Thousand only)  
(Or) Permanent EMD: Rs.20,00,000/- (Rupees Twenty Lakhs only) or above.**

**Note:**

- (i) The tenderers who have made Permanent Earnest Money Deposit with TANTRANSCO at Headquarters are eligible to participate in the tenders floated by all tender inviting authorities of TANTRANSCO.
  - (ii) The existing PEMD holders for Rs.50 lakhs, Rs.20 lakhs and Rs.10 Lakhs are eligible to participate in the tender.
- 2 The Earnest Money Deposit specified above should be in the form of NEFT/RTGS as mentioned for the above amount. RTGS/NEFT by way of Account transfer to TANTRANSCO's account.

Account No : 0911201022266  
Name of the Bank : Canara Bank  
IFSC code : CNRB0000911.

Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in TANTRANSCO account through e-payment, 2 hours before closing time of tender. EMD amount received beyond tender closing time will be summarily rejected.

- 3) The EMD will not carry any interest.
- 4) The Earnest Money Deposit will be refunded on finalisation of tenders to the unsuccessful tenderers on application to the Superintending Engineer/ Transmission - II after intimation of the rejection/non-acceptance of their tender is sent to them.
- 5) Any other mode of payment of EMD other than NEFT/RTGS/Account Transfer shall not be accepted towards EMD and the tenders shall be rejected if EMD is not paid in the prescribed manner.
- 6) The Small Scale Industrial units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation or the National Small Industries Corporation or Holding acknowledgement issued for Entrepreneur Memorandum Part – II obtained from District Industries centre in respect of those items for which the Registration Certificate/Acknowledgement has been issued. Department of the Government of Tamil Nadu and Undertakings and Corporations owned by Government of Tamil Nadu, Labour Contract Co-operative Societies, Tiny Industries classified under SSI registered with the State of Tamil Nadu and Registration Certificate issued by Department of Industries and Commerce/ Government of Tamil Nadu, Small Scale

Industrial Units located outside the State and such of these units registered with National small Industries Corporation in respect of the items manufactured by them are the only categories of Institutions/Industries exempted from the payment of Earnest Money Deposit.

- 7) Those Tenderers who are exempted from payment of EMD shall furnish in lieu of EMD an undertaking on a non-judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only) to the effect to pay as penalty an amount equivalent to 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 undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as E.M.D. in the event of non-fulfillment or non - observance of any of the conditions stipulated in the contract.

**8) e-TENDERS RECEIVED WITHOUT THIS UNDERTAKING WILL NOT BE OPENED.**

- 9) Small Scale Industries registered within the State of Tamil Nadu shall enclose duly attested Photostat copy of their Registration Certificate 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 shall upload attested Photo copy of Registration Certificate / Acknowledgement proof of eligibility as specified in Clause - 2.

- 10) The prospective bidders shall furnish the audited attested copy of Profit and Loss Account and Balance sheet with the value of Plant and Machinery along with the proof for exemption from payment of EMD in order to ensure SSI status of the firm.

All SSI/NSIC units shall upload the above audited attested copy of profit and Loss Account, Balance sheet with the value of Plant and Machinery, along with the proof for exemption from payment of EMD. In case the investment held by the bidders in Plant and Machinery as per their financial statement of Accounts exceeds Rs.5 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 and price preference and purchase preference for domestic SSI shall not be extended.

- 11) Others viz. Central and Other State Government Departments, Undertakings and Corporations other than Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.
- 12) The following should be uploaded by the Vendor during submission of Techno-Commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED and their techno commercial bid will not be opened/read out.
  - i) The e-receipt of payment of EMD through NEFT/RTGS/Account Transfer.
  - ii) The proof of Permanent EMD Holder.

- iii) The proof of exemption of EMD with an undertaking in lieu of EMD and documents in support of investment held in plant and machinery.

13.1 The Earnest Money Deposit/PEMD made by the e-Tenderer will be forfeited after e-tender opening if :-

- (a) He withdraws his tender or backs out after acceptance.
- (b) He withdraws his tender before the expiry of validity period stipulated in the specification or fails to remit the security deposit.
- (c) The tenderer violates any of the provisions of these regulations contained herein.
- (d) The tenderer revises any of the terms quoted during the validity period.
- (e) The tenderer produces bogus documents or if the documents contain false particulars.
- (f) In the event of the document furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderer will be forfeited in addition to blacklisting them for future tenders/contracts in TANTRANSCO/TANGEDCO.
- (g) If the tenderer participated with the proof for PEMD backs out, an amount equivalent to EMD for this tender will be forfeited.

13.2 The EMD received from the unsuccessful tenders will be refunded on finalization of tender and on getting application for refund along with pre-stamped receipt.

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

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## **SECTION – II**

## **BID QUALIFICATION REQUIREMENTS (BQR)**

### **New TRANSFORMER OIL-630KL**

**THE BIDDERS shall become eligible to bid on satisfying the following "BID QUALIFICATION REQUIREMENTS' and on uploading of the required documentary evidences along with the tender.**

1. The Bidding companies shall be manufacturer of New Transformer oil or an Authorized dealer of the manufacturer of New Transformer oil. In case the bidding company being an authorized dealer, they shall upload the proof for the same from the manufacturer. This evidence should be uploaded. Tenders with non-uploading of these details as stated will summarily be rejected.
2. The bidding companies should have supplied satisfactorily a minimum quantity of **100KL** (25% of the tendered quantity) New Transformer Oil ***put together during the preceding ten years*** as on date of tender opening to State Electricity Boards, Government / Private Power Utilities. The details of purchase orders executed during ***the preceding ten years period*** shall be uploaded.

Documentary evidence for satisfactory supply and execution of the contract and satisfactory performance of the transformer oil supplied shall be furnished from the end user along with the tender.

3. The Bidding company shall submit Annual Turnover for three years i.e.2019-20, 2020-21 and 2021-22.The annual turnover of the Bidding company shall be more than **Rs. 110 Lakhs** during any one of the previous three years (2019-20, 2020-21 and 2021-22). The bidder shall furnish audited P&L account, Balance sheet and Turnover Certificate duly certified by the auditor or the attested copy of Income tax return filed by the bidders or the attested copy of enlistment certificate issued by NSIC containing turnover details of the bidder, for the respective financial year as proof for Annual Turnover.

In case of bidders who happen to be the companies registered under companies Act-1956, attested copies of Audited financial statements like profit and Loss A/c and Balance Sheet for the immediately preceding 3 years

may be furnished and in case of others, the Annual turnover certified by the practicing Chartered Accountant or attested copy of income tax statements for all the 3 years may be enclosed as documentary proof to ensure the turnover criteria in the tender specification.

4. The Guaranteed Technical Particulars -SCHEDULE-B should be supported by the Type Test Certificates for the Tender indented (New Transformer Oil) and shall be obtained from a Government recognized testing laboratory. The Type Tests should have been conducted not earlier than 5 years as on the tender opening. Copy of the Type Test Certificates **should be uploaded along with the tender.**

5. **NEW ENTRANT:**

The TANTRANSCO has right to place order on New entrant(s) upto 20% of tendered quantity on each new entrant provided,

i) A tenderer shall be declared as "New Entrant" who have no previous experience of supply for the tendered items or no satisfactory period of service or no financial turnover but have infrastructure/manufacturing facility as per the inspection report of Third party inspection or TANGEDCO or TANTRANSCO Engineers.

The tenderer who have lesser quantity of supply experience and lesser satisfactory period of service or lesser financial turnover criteria than prescribed in the tender document may also be considered under New Entrant category.

ii) The tenderer is eligible to be considered for placement of orders under New Entrant category if the bidder is the evaluated and negotiated L1 tenderer.

iii) The tenderer who have been considered under New Entrant category shall satisfy all technical, commercial and BQR conditions except BQR condition of quantity of previous experience of supply or satisfactory period of service or financial turnover criteria.

iv) TANTRANSCO have right to place order upto 20% of the tendered quantity on a New entrant. In case more than one bidder qualify under the above New Entrant category, TANTRANSCO has right to place order upto 20% of the tendered quantity on each New entrant.

The offers of the bidders not satisfying the above "Bid Qualification Requirements" will be summarily rejected.

**Note:**

*The offer of bidders who have stated to be previous suppliers to TNEB/TANTRANSCO/TANGEDCO will be considered for further evaluation even though they have not enclosed copies of purchase orders or end user certificates etc. after ensuring with concerned purchase order placing authorities.*

Proofs required for BQR conditions as mentioned above should be uploaded. On downloading the same, if these proofs are not available, the tender will be summarily rejected.

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

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### **SECTION – III**

#### **REJECTION OF TENDERS:**

I. Tenders will be **SUMMARILY** rejected if :

- a) The EMD requirements are not complied with,
- b) The Bid Qualification Requirements as per SECTION-II of this Specification are not satisfied.
- c) The tenderers should quote minimum quantity of 80KL (20% of tendered quantity). The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall be summarily rejected.
- d) The details of the e-receipt/ Undertaking in lieu of EMD should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be REJECTED.
- e) If the BOQ file is found to be modified by the bidder, the bid will be SUMMARILY REJECTED.

#### **II. Tender is liable to be rejected,**

- a) If it is not covering the supply of materials with all accessories specified.
- b) With validity period quoted is less than that stipulated in the Specification.
- c) Not in conformity with Board's Commercial terms and Technical Specifications.  
(SECTION- V & VI)
- d) Not properly/digitally signed by the tenderer.
- e) Received from a tenderer who is directly or indirectly connected with Government service or Board service or services of Local Authority.
- f) From any blacklisted Firm or Contractor.
- g) Received by Telex/Telegram/FAX/E-Mail/Post.
- h) From a tenderer whose past performance/vendor rating is not satisfactory.
- i) Not uploaded all the required particulars as per SCHEDULES- A, B, C, D & E.
- j) The offers are received from consortium of SSI Units like SIDCO, NSIC and other Agents.
- k) Received after due date & time.
- l) The copy of the Tender documents are not duly signed/digitally and stamped on each and every page.

- m) If Questionnaire as per SCHEDULE-F is not duly filled- up and properly/ digitally signed by the tenderer at the bottom of each page of the Questionnaire.
- n) The offers of the tenderers with deviations in commercial terms and technical terms of the tender documents are liable for rejection.
- o) Documents furnished by the tenderers along with their offer being found to be bogus or contain false particulars.
- p) the offer of bidders who have not furnished the GSTIN numbers in the offers will be liable for rejection.

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## **SECTION-IV**

### **INSTRUCTION TO TENDERERS**

- 1.0** E-Tenders shall be submitted in Single Part System under rate contract basis
- Proof for payment of EMD / Exemption from payment of EMD
  - Technical Bid with Commercial terms including documentary evidences to satisfy the BQR and
  - Price Bid (**BOQ**) in accordance with Commercial terms.

All the tenders shall be prepared and uploaded strictly in accordance with the instructions set forth herein. THE TENDERERS WHO DO NOT FULFILL THE "BID QUALIFICATION REQUIREMENTS" as per SECTION-II NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THE "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.

Provisions of the Tamilnadu Transparency in Tenders Act 1998 and Tamilnadu Transparency in Tender Rules 2000 and subsequent amendments will be applicable to this tender.

The tenderers shall upload the scanned copy of PAN card, GST details and other relevant documents without fail.

### **2.0 SCOPE OF SUPPLY:**

- The Scope of supply (described in SCHEDULE-A) includes design, engineering, manufacture, inspection, testing, packing, forwarding, insurance and delivery of the materials detailed herein, at TANTRANSCO stores anywhere in Tamil Nadu.
- The quantity indicated in schedule of requirement is approximate. The quantity finally ordered may vary to the extent of 25% either way of the approximate quantity indicated in the Schedule of requirement. The purchaser reserves the right to issue any number of indents for supply of materials during the rate contract period.

### **3.0 SUBMISSION OF TENDER OFFER:**

The tenderer is expected to examine all instructions, SCHEDULES AND ANNEXURE detailed in the Specification and submit the SCHEDULE OF PRICES/ BOQ and other required particulars in the SCHEDULES AND ANNEXURE called for in this Specification, only as per the formats prescribed herein.

#### **4.0 QUESTIONNAIRE FILLING:**

**A Questionnaire is appended as SCHEDULE-F in this specification for Bid Qualification Requirements, Commercial and Technical details. It is the obligatory on the part of the tenderer to furnish all details as per the "Questionnaire". In case, this is not filled- up and signed at the bottom of the each page of the questionnaire and uploaded with the offer, the bid will be liable for rejection.**

#### **4.0 SINGLE PART TENDER**

**4.1** The e-Tender shall be in SINGLE Part as detailed below:

- i. Proof for payment of EMD/BG for EMD/Exemption from payment of EMD.
- ii. All required technical and commercial documents including documentary evidences to satisfy the Bid Qualification Requirement.
- iii. PRICE BID (BOQ) only.

**4.2** If the tenderer finds any ambiguity in any of the terms and conditions stipulated in this specification, shall get it clarified from the Chief Engineer/ Transmission, 4<sup>th</sup> Floor, Southern Wing, TANTRANSCO Building, 144, Anna Salai, Chennai-600002. If this is not done and subsequent to the opening of the tenders, it is found that the doubt, about the meaning or ambiguity in the interpretation, if any of the terms and conditions stipulated in the specification are raised by the tenderer either in this tender or by a separate letter, the interpretation or clarification issued by the Chief Engineer/Transmission, 4<sup>th</sup> Floor, Southern Wing, TANTRANSCO Building, 144, Anna Salai, Chennai - 600002, on such terms and conditions shall be final and binding on the tenderer.

**4.3 The tender documents shall be serially numbered.**

**4.4** All information in the tender offer shall be in ENGLISH only.

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

- 4.6. No tender offer shall be allowed to be modified subsequent to the deadline for submission of tender offers.
- 4.7. Tenderer shall bear all costs associated with the preparation and uploading of bid and the PURCHASER will in no case be responsible or liable for these costs.
- 4.8. No offer shall be withdrawn by the tenderer in the interval between the deadline for submission and the expiry of the period of validity specified/ extended validity of the tender offer.

**4.9. ONLY MANUFACTURERS OR AUTHORISED DEALERS MUST QUOTE.**

Tenders received from Agents / Dealers will not be considered. If the bids are received through Consortium, the same will not be considered and the bids will be rejected.

4.10. The tenderers are requested to furnish the exact location of the Registered Offices with detailed postal address and Pin code, Telephone and Fax nos. etc., in their tender so as to arrange inspection by the TANTRANSCO, if considered necessary.

4.11 The Rate contract shall be finalized for a period of one year from the date of award of contract of tendered quantity or till completion of supplies.

4.12 The quantity indicated in schedule of requirement is approximate. The indent will be placed subsequently as and when there is requirement, up to the last date of validity of rate contract. The quantity finally ordered may vary to the extent of twenty five percent either way of the approximate quantity indicated in the schedule of requirement. The purchaser reserves the right to issue any number of indents for supply of materials during the rate contract period.

4.13 The tenderer should quote a minimum of 20% of tendered quantity, and the offer shall be summarily rejected who quotes a lesser quantity than prescribed.

**4.14 DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**

The prices quoted should be on FOR (Destination) basis for delivery anywhere in the area under the jurisdiction of purchase organization.

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

At any time after the commencement of the e-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 log-in.

4.16 In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the CE/TR/TANTRANSCO / Chennai-2 will clarify the same. The reply to clarifications sought for will be communicated to all those who have purchased the tender documents without identifying the source of the query.

4.17 If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/ Transmission, TANTRANSCO, Chennai-600 002 on the clarifications will be final and binding on the Tender.

**4.18 ALTERNATIVE TENDERS:**

Bid should be uploaded as per indent of the tender documents, as alternative offers are liable to be rejected.

**4.19. QUOTATION OF RATES:**

- a. Rates should be quoted in both, figures and words. In case of ambiguity between rates in figures and words, lower of the two will be taken for tender evaluation.
- b. Offers giving lump sum price, without giving their break-up as per details required in the attached PRICE SCHEDULE-A shall be liable for rejection.

#### **5.0 TENDER OPENING:**

- 5.1 5.1 TANTRANSCO will open all the Bids received, online at scheduled date and time and this could be viewed by bidders online on the date and time mentioned as above. In the event of the specified date of Bid Opening being declared a holiday for TANTRANSCO, the bids will be opened at the appointed time and location on the next working day.
- 5.2 In all cases, the amount of bid security and validity of the bid shall be scrutinized. Receipt of original instrument of bid security shall be confirmed by TANTRANSCO. Thereafter, the bidders' names and such other details as TANTRANSCO may consider appropriate, will be recorded as bid opening summary and the same will be uploaded on the e-procurement portal.
- 5.3 The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid security, and such other details as TANTRANSCO may consider appropriate, will be recorded as bid opening summary and uploaded by TANTRANSCO on the e-procurement portal. Any bid, which is not submitted through the e-procurement system, will not be taken into account in Bid Evaluation.
- 5.4 TANTRANSCO shall prepare the information disclosed in accordance with the above Sub-clause and upload the same for viewing online.

#### **5.5 PROCESS TO BE CONFIDENTIAL:**

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

#### **6.0. INFORMATION REQUIRED AND CLARIFICATIONS:**

- 6.1. 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.

- 6.2. 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.
- 6.3 Prior to the detailed evaluation, the TANTRANSCO will determine the substantial responsiveness of each offer to the Bidding Documents. A substantially responsive offer is one which conforms to all the terms and conditions of the specification without any deviation.
- 6.4. 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. The Tenderers shall not make attempts to establish unsolicited and unauthorised contact with the Tender 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 to disqualify the tenderer. Attempt by any tenderer to bring extraneous pressures on the Tender accepting Authority shall be sufficient reason to disqualify the tenderer as per Tamil Nadu Transparency in Tender Rules 2000 Sec 27.3.  
“Any attempt by any tenderer to bring any extraneous pressure on the tender inviting authority shall be sufficient reason to disqualify the tenderer”.
- 6.5. 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.  
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 Board.

## **7.0 EVALUATION AND COMPARISON OF THE TENDER OFFERS:**

- 7.0. The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000.
- 7.1. The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 7.2. For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:
- a) The quoted price will be corrected for arithmetical errors.
  - b) In case of discrepancy between the price quoted in words and figures

lowest of the two will be considered.

- c) The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN Code.
- d) The evaluated price shall be arrived in compliance with the provisions of GST on the transaction value (i.e) (Ex works price + P&F + Freight and Insurance) + GST. Import of goods would be treated as interstate supplies and would be subject to IGST in addition to applicable Customs duty.
- e) Since GST is enacted wherein all taxes & duties are subsumed price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.
- f) The bidders should have registered under GST Act and furnish GSTIN.
- g) In the event of bidder is within Tamil Nadu, GST (SGST & CGST) shall apply and if the bidder is outside TN, IGST shall apply.

**7.3 No Price preference will be extended in evaluating the tenders.**

- 7.4 The rates quoted by the eligible lowest tenderer in the open tender Rate Contract Scheme shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined. All eligible bidders who accept the rate shall be enlisted.

**8.0. VALIDITY:**

- 8.1.** The tender offer shall be kept valid for acceptance for period of 180 days from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 8.2. Further, the tenderer shall agree to extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if any, required by the TANTRANSCO.

**9.0. RIGHTS OF THE TANTRANSCO:**

- 9.1. Notwithstanding any thing contained in this Specification, the Board reserves the right to:
- a) The quantity indicated in schedule of requirement is approximate. The indent will be placed subsequently as and when there is requirement, upto the last date of validity of rate contract. The quantity finally ordered may vary to the extent of twenty - five percent either way of the approximate quantity indicated in the Schedule of requirement.
  - b) To split the Tendered Quantity and place orders on one or more than one firm to meet the delivery requirements as per the Tamil Nadu Transparency in Tender Rules 2000 since the tendered material is so vital in nature and the failure in supply would affect the Public interest.

- c) Recover losses ,if any, sustained by TANTRANSCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The security deposit paid shall, be forfeited.
  - d) To cancel the orders for not keeping up the delivery schedule.
  - e) To accept the lowest tender
  - f) To revise the quantities at the time of placing order
  - g) To reject any or all the tender or cancel without assigning reason therefore.
  - h) To relax or waive or amend any of the conditions stipulated in the tender specification whenever deemed necessary in the best interest of the TANTRANSCO.
- 9.2. The purchaser 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 purchaser, the qualification data is incomplete or in the opinion of the Board the bidder is found not qualified to satisfactorily perform the contract.

#### **10.0 DEVIATIONS:**

- 10.1 The tenderer shall furnish, if there are any deviations in the commercial and technical terms in the format vide SCHEDULE (C1 & C2) annexed. Deviations mentioned elsewhere will not be considered. If no deviations are furnished, it will be construed that the tenderer is accepting all terms specified in the specification. Similarly if any deviations are furnished in the above said format vide SCHEDULE (C1 & C2) it will be construed that these are the only deviations and the tenderer is accepting all other terms of the specification and the offer will be taken for evaluation accordingly.
- 10.2 TENDER OFFERS WITH DEVIATIONS IN COMMERCIAL AND TECHNICAL TERMS OF THE SPECIFICATION WHICH COULD NOT BE ACCEPTED BY THE TANTRANSCO WILL BE LIABLE FOR REJECTION.
- 10.3 NO ALTERNATE OFFER WILL BE ACCEPTED.
- 10.4 The tenderer may clearly indicate in their offer whether the company is a potentially sick industrial company or a sick industrial company in terms of Sec.23 or Sec.15 of Sick Industrial Companies special provision Act 1985. Failure to supply this information will make the tender liable for rejection.

#### **11.0 BAR OF JURISDICTION:**

- 11.0 Save as otherwise provided in the Tamil Nadu Transparency in Tenders Act 1998, no order passed or proceeding taken by any officer or authority under this Act shall be called in question in any court, and no injunction shall be granted by any court in respect of any action taken or to be taken by such officer or authority in pursuance of any power conferred by or under this Act.
- 12.0. All the intending tenderers are requested to note that 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 such tenderers will be

forfeited in addition to blacklisting them for future tenders/contracts in TANTRANSCO and also canceling the award of contract issued to them.

**13.0 The tenderers may please note that they should fulfill their earlier obligations in delivering the Transformer oil in order to be eligible for this tender.**

14.0 Even on fulfillment of all the criteria it may please be noted that offers of those bidders who have been debarred/black listed for future business with TANTRANSCO/ other State Utilities for the respective /tendered material or work may be summarily rejected.

15.0 The tenderers should quote minimum quantity of 58KL (20% of tendered quantity). The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall be summarily rejected.

16.0 The tender documents uploaded should be legible and clear otherwise tender offer is liable for rejection.

17.0 If the due date for opening the tenders happens to be declared holiday, then the tender will be opened on the next working day, for which no prior intimation will be given.

**18.0 CORRECTION OF ERRORS:**

The e- tender system automatically calculates the total amount from the unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

**19.0 APPEAL**

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

19.1 The entire Tender documents should serially numbered from 1st page to last page.

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## **SECTION – V – COMMERCIAL**

**1.0 SCOPE:**



- 1.1. The scope of supply of the materials includes manufacture, inspection, testing, packing, forwarding, insuring and delivery of the materials detailed herein, at our stores in Tamil Nadu.

## **2.0 PERIOD OF CONTRACT:**

The period of contract is one year including one month commencement period. The period of contract is valid till the completion of the supply, from the date of award of contract.

## **3.0 PLACING OF ORDERS ON RATE CONTRACT BASIS:**

- 3.1. It is not binding on the TANTRANSCO to accept the lowest or any tender. The TANTRANSCO 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. The TANTRANSCO reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents.
- 3.2. The award of contract will be issued to the successful tenderer with all TANTRANSCO terms and conditions, duly indicating the approved unit rates and. The approved rates will be variable based on IEEMA Price variation formula.
- 3.3. During the period of the contract, the TANTRANSCO will send indent to the approved tenderers indicating the quantity to be supplied and the delivery schedule according to TANTRANSCO's requirement. The price will be fixed updating the same prevailing during the month prior to the beginning of the quarter based on IEEMA Price variation formula.

***3.4 EVALUATION CRITERIA: The rates quoted by the eligible lowest tenderer in the open tender Rate Contract Scheme shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high the rates will be negotiated and the rate will be determined . All the eligible bidder who accept the rate shall be enlisted***

## **4.0 PRICE:**

- 4.1. The Tenderers are requested to quote on all- inclusive basis as given in SCHEDULE OF PRICES –A for delivery F.O.R (Destination) anywhere in Tamil Nadu inclusive of freight and insurance, all other charges, GST and all other levies etc., Split- up details of the all- inclusive price should be uploaded as below without fail.

Unit Ex-works price variable as per IEEMA's price variation formula enclosed with a ceiling plus or minus 15% by uploading the price, as on date of issue of purchase order. The base prices of the materials / components are those as prevailing on the month prior to the date of tender opening, as per IEEMA circular.

- i. GST if any payable in percentage and amount.
- ii. Freight, Insurance and all other charges for delivery at any destination in Tamil Nadu is FIRM price.
- iii. The above break-up details should be clearly indicated in the SCHEDULE-A, in the absence of which the offer shall be liable for rejection.
- iv It is the responsibility of the tenderer to make sure about the correct rates of duty/tax leviable on the materials at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TANTRANSCO Ltd will not be responsible for the mistake.
- v. The tenderer should quote their rates taking into account the (Input Tax Credit (ITC) relief available to them on account of GST already paid. A certificate to this effect may be furnished along with the tender.

#### **4.2. PRICE VARIATION:**

##### **4.2.1. The price variation formula is with a ceiling plus or minus 15%**

4.2.2 For the materials supplied in time as per the delivery schedule the price fixed for the corresponding period (quarter) will be allowed. But for the materials supplied beyond the scheduled date of delivery, the price variation as per IEEMA formula will be worked out for the actual date of delivery, scheduled date of delivery and the date of offer, and the price variation whichever is advantageous to the Board will be allowed.

Price variation proposal should be submitted to SE/TR-II enclosing a Photostat copy of the relevant IEEMA circular for approval.

100% price variation claim with full GST of the price if any depending on whether the delivery is within the stipulated schedule or delayed supply will be paid after the bills are passed by the Superintending Engineer / Transmission- II.

**Price variation claim, if any, for any quarter, shall be made within 6 (six) months from the date of approval of price variation by SE/TR-II. Any claim received after six months from the date of approval of SE/TR-II for the particular quarter will not be entertained.**

NOTE: As the price to be quoted is on variable basis, Tenders without split-up details as above are liable for rejection.

4.2.3 The quantity tendered for is for a period of four quarters including commencement period of one month. The unit price quoted shall be variable and price per unit will be fixed for each quarter based on the indices prevailing during the month prior to the beginning of the quarter based on IEEMA price variation formula. The price so fixed shall be kept firm during that quarter.

4.2.4 Unloading the New Transformer oil at destination Stores will be done by the supplier at supplier's cost.

4.2.5 All Type Tests and other tests specified shall be conducted at TENDERER'S COST. The Tenderer should quote their rates taking into account the GST

relief available to them on account of duty paid for procurement of raw materials under GST scheme. A certificate to this effect may be furnished along with the offer.

**4.2.6 PERMANENT ACCOUNT NUMBER:**

The tenderer shall indicate the Permanent Account Number and GSTIN Number in SCHEDULE- E of the specification and should upload the details of PAN issued by Government of India, Income Tax Department and GSTIN number of the firm with proof with the tender.

**5.0 GOODS AND SERVICES TAX:**

5.1 The Goods and Services Tax will be paid extra as applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount separately in the tender offer.

5.2 The TANTRANSCO has been registered as a dealer under GST Act 2017 (Registration No. **33AADCT4780AFZA**.

In case of delayed delivery, the GST prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.

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

5.3 Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive price shall be quoted accordingly by the Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANTRANSCO Ltd.

5.4 In case of delayed delivery, the GST prevailed on the date of actual delivery applicable on the date of contractual date of delivery whichever is less shall be admitted.

5.5 **The tenderer should furnish a declaration in respect of passing of ITC benefit as per sec.171 of CGST Act and upload the same along with the tender. In the event of bidder specifying the ITC benefit as nil, the same should be supported with certificate from Chartered Accountant. The tenderer shall furnish an undertaking towards Input Tax Credit as per ANNEXURE-VI in a non- judicial stamp paper for a value of not less than Rs.80/-.**

**6.0 FREIGHT & INSURANCE:**

6.1. The Tenderer shall quote Freight and Insurance component separately which **shall be kept firm during the contract period. Contracting firms**

**shall arrange to** pay Freight & Insurance for the equipment and all its accessories being supplied by them, through any of the carriers and Nationalised Insurance Companies. It will be the responsibility of the supplier 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.

## **7.0 PAYMENT:**

7.11 Payments for the supplies will be made by Cheque on any one of the Nationalised Banks/Scheduled Banks approved by Reserve Bank of India, in Tamil Nadu.

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

### **(a) For the Supply WITHIN CONTRACTUAL DELIVERY PERIOD**

95% of the all inclusive price of the materials including GST will be paid for SSI units (Small and Micro scale) within 90 days from the date of receipt of materials at good condition at site after deducting recoveries if any and balance 5% will be paid within 90 days time after completion of entire quantity.

100% PVC (price variation claim) including GST will be paid within 90 days after completion of respective indented quantity.

### **(b) For the Supply BEYOND CONTRACTUAL DELIVERY PERIOD**

- (i) 95% of the all inclusive price of the materials including GST after deducting the appropriate amount of liquidated damages of each consignment will be paid within 90 day after receipt of materials in good condition and submission of bills with required documents. 95% PVC with GST will be released within 90 day from the date of receipt of material at site.
- (ii) Balance 5% of the all inclusive price of the equipment/materials including PVC and GST will be paid within 90 days after receipt of supplied quantity and closure of the purchase order after recovery of dues, if any.

**(c)** The simple interest shall be calculated for the delayed period by adopting the three months MCLR of SBI prevailed at the time of signing of Agreement. The date of the P.O./ WCT will be taken as base date to ascertain the interest rate.

7.13 In case of delay in supply, the materials will be accepted subject to the following conditions.

- a. Payment will be restricted to the FOR(D) rates of the Purchase Order (or) FOR(D) rates of the recent Purchase Order/FOR(D) rates of the lowest offers recently opened if PO not yet issued which ever is less, subject to levy of liquidated damages for belated supplies.
- b. TANTRANSCO reserves the right to accept or reject the delayed supplies without assigning any reason there for and take action as per the terms and conditions of this specification.

- 7.14 In case of decrease in PVC, the same will be adjusted in the initial payment itself.
- 7.15 "Service tax will be admitted at the appropriate rate only on the labour portion (erection charges) and on production of documentary evidence."
- 7.16 Payments will not be made for materials damaged during transit. All defective materials shall be replaced by the contractor free of charge. Payments will not be made unless Test Certificates are approved by the Purchaser.
- 7.18 The bills for payment will be passed only after the approval acceptance of the following:
1. Security Deposit cum Performance Guarantee for 5% value of the order.
  2. GST/ Central Sales tax / Value Added Tax Clearance Certificate as applicable.
  3. Undertaking towards Jurisdiction for Legal Proceedings.
  4. Undertaking towards Recovery of Dues to TANTRANSCO.
  5. Test certificate
- 7.19 The supplier should despatch only after getting despatch instruction. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches.
- 7.20 The bills for supply will be admitted by GCC wing only on receipt of the transformer oil in complete shape.** If there is any short supply or supply of defective materials is found, then only on completion of supply/rectification of defective supply, the first bill will be admitted by SE/GCC.
- 7.21 TDS @2% or as applicable from time to time will be deducted on the Taxable value as per GST conditions.**

## **8.0. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- 8.1. The Successful tenderer will have to pay a Security Deposit cum Performance Guarantee @ 3% of the total value of the Contract inclusive of E.M.D. already paid. The balance shall be remitted in the form of D.D./ Banker Cheque. The Government of India / Government of Tamil Nadu Undertakings / Enterprises also have to pay the 3% of the total value of the contract for Security Deposit cum Performance Guarantee.

**Note i) The Security Deposit cum Performance Guarantee shall be in the form of Demand Draft / Banker's cheque or Pay order only for the value of P.O. up to Rs.10 lakhs.**

- ii) The Security Deposit cum Performance Guarantee shall be in the form of Demand Draft/ Banker's Cheque / Pay Order/ irrevocable Bank Guarantee in case P.O. value exceeds Rs.10 lakhs. In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee to 3% of the order value.
- 8.2. The successful tenderer will have to furnish the Security Deposit cum Performance Guarantee within 30 days from the date of receipt of award of contract. The security deposit will not carry any interest. SD cum PG will include the Earnest Money Deposit already paid. **For the PEMD holders, Security Deposit has to be paid in full.**

- 8.3. Failure to comply with the terms regarding Security Deposit cum Performance set out in the contract order within the stipulated time by the successful tenderer will entail in the cancellation of the contract without any further reference to the supplier by forfeiting the EMD.
- 8.4. The Security Deposit cum Performance Guarantee will be refunded to the supplier only if the contract is completed to the satisfaction of the purchaser. If the purchaser 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 supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.
- 8.5. **The Bank Guarantee furnished for the Security Deposit cum Performance Guarantee shall be returned after expiry of the Guarantee period of 36 months.**
- 8.6 **Option I:** (Those who opt to furnish DD/Bankers Cheque/ Pay Order or Bank Guarantee)  
The successful Tenderer should furnish a Security Deposit cum performance guarantee in the form of DD/Bankers Cheque/ Pay Order or Bank Guarantee for **3%** of the value of materials to be delivered for which indents are placed to the suppliers wherever materials are required to be delivered based on indents against Rate Contracts placed. The Security Deposit cum performance guarantee shall be valid for a period of **36 months** from the date of receipt of consignment of goods/materials at site in good condition. In case of delay in supply, the Security Deposit cum Performance Guarantee should be extended suitably.  
The SD cum Performance Guarantee will be released on expiry of guarantee period after ensuring that defects/damages during the guarantee period are rectified / replaced.
- 8.7 **OPTION-II:** (those who opt not to furnish DD/Bankers Cheque/ Pay Order or Bank Guarantee)  
The successful Tenderer need not furnish any Bank Guarantee towards Security cum Performance Guarantee. Instead, they should agree to retain the whole 3% value of the contract for the material supplied from the suppliers first bills till the completion of guarantee period. The penalty for belated submission will be levied as mentioned in Clause 9.2.

## **9.0. DELIVERY:**

- 9.1. To commence with 25% of ordered **quantity within one month from the date of receipt of purchase order. Thereafter indent for balance quantities will be given by Chief Engineer/ Transmission with atleast 30days in advance, duly indicating the due date of delivery.**  
Liquidated damages will be worked out on as per the liquidated damage clause at the rate of 0.5% of completed week of delay subject to a maximum of 10%.  
**While furnishing the indent for the quarter, the price per unit will be fixed for each quarter at a price prevailing during the month prior to the beginning of the quarter and shall be kept firm during the quarter based on IEEMA Price**

variation formula. For example for the quarter from Sept.'11 to Nov.'11 the price will be fixed based on the indices prevailing during August, 2011. Tenderers should agree for delivery of materials anywhere in Tamil Nadu State to be stipulated by the TANTRANSCO based on the schedule furnished. The delivery so specified shall be guaranteed by the tenderers under liquidated damages clause.

**9.2 Board reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.**

9.3. To ensure sustained supply without any interruption, TANTRANSCO reserves the right to place orders among more than one tenderer.

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

9.6 The actual date of receipt of each material with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.

***9.7 QUANTITY ALLOCATION: At the time of issuing indent for supply of materials, TANTRANSCO reserves the right to allocate the quantity after ensuring the manufacturing capacity, ability to supply, quantity offered and past performance.***

**9.8 GST ON LIQUIDATED DAMAGES:**

- a) Liquidated Damages: Liquidated Damages collected/recovered on inward supplies i.e. purchase of goods and services will attract GST @ 18% and Liquidated Damages collected/recovered on taxable outward supplies will attract GST @ 18%. GST will be additionally recovered from the supplier in addition to the stipulated LD rates in the Purchase Order/Contract.
- b) GST rate on Forfeiture of EMD and Security Deposits: GST @ 18% will be collected additionally from the Tenderer at the time of Forfeiture of EMD and Security Deposits.

**10.0. INSPECTION:**

10.1. The authorized representatives of the purchaser shall have access to the supplier's works at any time during working hours, for the purpose of inspecting the manufacture of the materials and for testing the selected samples from the materials covered by the specification. The suppliers shall provide necessary facilities for such inspection.

10.2. Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address to enable inspection by TANTRANSCO if considered necessary.

10.3. Not less than 15 days advance intimation shall be given about the quantity of materials that will be ready for inspection by the TANTRANSCO officers / Third Party Agency authorised by TANTRANSCO. The arrangement for

inspection shall be made by suppliers in such a way that the delivery schedule is kept up. The materials shall not be despatched without instruction from TANTRANSCO.

**11.0. LIQUIDATED DAMAGES:**

11.1. The delivery as specified should be guarantee by the supplier under the Liquidated Damages Clauses given below:

If the supplier fails to deliver the materials within the time specified in the indent or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of half a percent (0.5%) of the All-inclusive price of the undelivered Materials for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the All-inclusive price of the materials so delayed. **The actual date of delivery of materials with all its accessories at destination stores will be reckoned as date of delivery for this purpose.** Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for inspection, despatch etc. in time to keep up the delivery schedule.

**Note: The all inclusive price shall include price variation claim if any admissible.**

11.2 The defaulting suppliers will be made liable to pay to the TANTRANSCO in addition to liquidated damages for delay, the actual difference in price, wherever TANTRANSCO orders the delayed quantity to be supplied/executed by other agencies at a higher rate. This is without prejudice to other rights under the terms of contract.

11.3 If supplies to be rendered against the rate contract are made by the supplier beyond the period of delivery stipulated in the indent and if they are accepted by the Board, such acceptance is without prejudice to the Board's rights to levy liquidated damages for the delay in supply.

11.4 The TANTRANSCO will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the indent, notwithstanding its rights to claim liquidated damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.

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

11.6 The suppliers are liable to pay the amount of loss sustained by the TANTRANSCO in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of TANTRANSCO under the terms and conditions of contract and in the event of placing orders for such quantities on some others at a higher price.

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



- 11.8 If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.
- 11.9 The defaulting suppliers will be liable to pay to TANTRANSCO in addition to Liquidated Damages for delay/ non-execution, the actual difference in price wherever Board orders the delayed quantity to be supplied / executed by other agencies at a higher rate. It is without prejudice to other rights under the terms of contract.

## **12.0 FORCE MAJEURE:**

- 12.1 The supplier shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:
- a) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be
  - b) Natural phenomena, such as floods, drought, earthquakes and epidemics.
  - c) Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
  - d) Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, break down of essential machinery or equipments etc.
  - e) Strikes, slow down, and lockouts.
  - f) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier 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 supplier to perform.

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

- 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, TANTRANSCO may at its option terminate the contract by a notice in writing.
- 12.3. The Power cut shall not be considered under force majeure condition. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.

## **13.0. GUARANTEE:**

- 13.1. The entire quantity shall be guaranteed for satisfactory operation, free of defects for a continuous period of **Thirty six (36) months** from the date of receipt of materials in good condition at site. The guarantee period of 36

months from the date of receipt of materials at site in good condition shall exclude the period of defect/failure.

- 13.2. Any defects noticed during this period shall be rectified free of cost to the Board within two (2) months from the date of intimation of defect/failure.
- 13.3. A written guarantee guaranteeing the Board against defects in the materials supplied, either in materials or workmanship, should be furnished preferably along with the initial bill for a period of Thirty six (36) months from the date of receipt of materials at site in good condition.
- 13.4 Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified/replaced free of cost within two (2) months on receipt of intimation from the purchaser on such defects or failures. If they are not rectified or replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted along with the initial bills themselves. Any expenditure incurred in the transportation of defective item replacement will be to the suppliers accounts .
- 13.5. The tenderers who quote from outside Tamil Nadu may indicate whether any service centres are available inside Tamil Nadu, so as to rectify the material without delay.
- 13.6. The packing shall conform to relevant packing standards. The contractor should however, ensure that the packing is such that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage.

#### **14.0. DESPATCH INSTRUCTIONS :**

- 14.1. The details of allotment to consignee and destination stores will be furnished at the time of issue of Despatch Instructions.

#### **15.0. TEST AT SITE:**

- 15.1. Random samples of materials supplied will be tested (both, Routine & Type Tests) departmentally or through approved Govt. Laboratory or at purchasers cost and for any non-conformity to relevant ISS, full supplies will be rejected. If initial payment had already been made, the balance payment will be forfeited and any other losses or damages including testing charges will also be claimed. Future supplies in such cases will be accepted and paid for only after the results of the samples tested are satisfactory. In addition, the guarantee period will also be extended for subsequent supplies at the discretion of the purchaser.

#### **16.0. LOSS OR DAMAGE:**

- 16.1. External damages or shortages that are prima facie the results of rough handling in transit or due to defective packing will be intimated within a fortnight of the receipt of the materials. Internal defects, damages or shortages of any integral parts which cannot ordinarily be detected on a superficial visual examination caused by bad handling in transit or defective packing would be indicated after inspection on receipt of the materials at stores. In either case, the damaged or defective materials should be replaced free of cost to the Board within 60 days.

**17.0. REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:**

- 17.1. Notwithstanding anything contained in Liquidated Damages clause of this rate contract, where the whole or part of the materials supplied by the supplier are found to be defective or damaged or are not in conformity with the rate contract, such defects or damages in materials supplied shall be rectified either at the point of destination or at the supplier's works at the cost of the supplier against proper security and acknowledgement. In the alternative, the defective or damaged quantity shall be replaced free of cost within two months on receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the contractor shall pay the liquidated damages at the rate of 1/2% (half percent) value (all-inclusive price) of such material for each completed week of delay subject to maximum of 10% (Ten percent) for the delay from the date of receipt of intimation of the defects or damages.
- 17.2. In the event of supplies being received damaged or short at the destination stores, the cost of such materials will be paid only proportionate to the value of the materials received in good condition unless the damaged goods or short supplies are made good free of cost to the Board by the supplier.
- 17.3. If during the period of supply, it is found that goods already supplied are defective in materials or workmanship or do not conform to the rate contract or are unsuitable for the purpose for which they are purchased then it will be open to the purchaser either to reject the goods and repudiate the entire contract and claim such loss that the purchaser may suffer on that account or require the contractor to replace the defective goods free of cost.
- 17.4. Similarly, if during the guarantee period stipulated under guarantee clause subsequent to the date of receipt of the goods, any of the good be found defective in materials or workmanship, or do not conform to the rate contract or are unsuitable will be open to the purchaser either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and required the contractor to replace the balance or pay compensation to the extent of the loss sustained by the purchaser on that account.
- 17.5. "Notwithstanding any other remedies available, the Purchaser shall be entitled to dispose of the defective/ damaged materials in ' as is where is condition' without further notice, if the contractor/ supplier fails to rectify the defect and/or replace the damaged materials and/or fails to remove the defective/damaged materials within such period as may be notified by the Purchaser through notice and the sale proceeds of such disposal shall be appropriated towards the dues to the Board such as Liquidated damages, ground rent, etc. as may be determined by the Purchaser.

**18.0. RESPONSIBILITY:**

- 18.1. The Tenderer is responsible for delivery of the materials at the destination station in good condition. The tenderer shall include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit. All risks connected with the supply of these materials should be borne by the supplier.

**19.0. FAILURE TO EXECUTE THE CONTRACT:**

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

**20.0. NON-ASSIGNMENT:**

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

**21.0. EFFECTING OF RECOVERIES:**

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

**22.0. RECOVERIES OF DUES:**

- 22.1** The TANTRANSCO is empowered to recover any dues against this contract in any bills/ Security Deposit cum Performance / Earnest Money Deposit due to the contractor either in this contract or any other contract with TANGEDCO/TANTRANSCO/TNEB Ltd.
- 22.2** The TANTRANSCO is empowered to recover any dues against any other contracts of the contractor with TANGEDCO/TANTRANSCO/TNEB Ltd, with the available amount due to the contractor against this contract. **The successful Tenderer shall furnish an undertaking as per ANNEXURE-IV in a non judicial stamp paper of Rs.80/- agreeing to the above condition.**

**23.0 RAW MATERIALS:**

- 23.1. It is the responsibility of the tenderer to make his own arrangement to procure the necessary raw materials required for the manufacture.

**24.0. ARBITRATION ACT NOT TO APPLY:**

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

**25.0. PAST PERFORMANCE:**

- 25.1. The intending tenderers shall furnish the documentary evidence with details of Purchase Orders executed during the preceding ten years in the proforma enclosed in the Tender Specification as per **Schedule-E** along with end user certificate for satisfactory execution of the contract and performance of the New Transformer Oil supplied.
- 25.2. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenders in future.

**26.0. JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT)**

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, Madras, City Civil Court at Chennai or at the Court of small causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful Tenderer shall furnish an undertaking **AS PER ANNEXURE-II** in a non judicial stamp paper of Rs.80/- agreeing to the above condition.

**27.0 GUARANTEED PARTICULARS AND TYPE TEST CERTIFICATES:**

- 27.1. The tenderer shall furnish all the particulars of the materials offered as per **Schedule-B**, Unless full details are furnished, the tenders will not be considered. The Guaranteed Technical Particulars should be supported by the Type Test Certificate obtained from a Government recognized testing laboratory. The tender offer will be summarily rejected, if the Type Test Certificates are not obtained from the Government recognized testing laboratory.

**28.0 INCOME TAX AND GST:** Tenderers shall furnish their Permanent Account Number (PAN) and GST Number (GSTIN) details in their offer or other relevant documents without fail.

**29.0 SALES TAX CLEARANCE CERTIFICATE:**

The tenderer should enclose with the tender, a copy of certificate of sales tax clearance for the previous year from the appropriate Sales Tax Authorities. NOTE: The successful tenderer should submit the copies of latest STCC after receiving the order.

### **30.0 PATENT RIGHTS ETC. :**

The supplier shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the supplier other than for the purpose indicated by or reasonably to be inferred from the specification.

**31.0 COMPLETENESS OF TENDER:** The tender should be complete with all details of illustrative and descriptive literature and drawings. The tenderers shall furnish the complete technical details of the equipment. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The tenderer should include all minor accessories even though not specifically mentioned in this specification but which are essential for the completeness of the materials ordered. The tenderer shall not be eligible for any extra charges in respect of such minor accessories though not included in the tender.

**32.0 ELECTRICITY RULES:** All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act/Electricity Supply Act and the Indian Electricity Rules there-under unless modified by this specification.

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**"CONSERVATION OF ENERGY IS SERVICE TO NATION"**

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## **SECTION-VI- TECHNICAL**

### **1.0. SCOPE :**

The Specification covers manufacture, testing and delivery of New Transformer Oil suitable as a coolant and insulant in Transformers, Oil Switches & Switch Gears and other electrical plants in which oil is used as an insulating and as a quenching medium.

## **2.0. CLIMATIC CONDITIONS:**

The climatic conditions under which the material should operate satisfactorily are as under:

Maximum Temperature of the air in shade	: 45 Deg.C.
Minimum Temperature of the air in shade	: 10 Deg.C.
Maximum humidity percentage	: 95%
Average no. of thunder storm days per annum	: 65
Average no. of rainy days per annum	: 65
Average rain fall (mm) per annum	: 10,000
Normal no. of months during which tropical monsoon conditions prevail	: 9
Altitude above MSL in metres	: 1000

For the purpose of this specification the reference ambient temperature would be **50 Deg.C.**

## **3.0. PACKING:**

Supply shall be made in brand new epoxy coated / phosphate coated / non-returnable of approximately 210 litres capacity drums for transformer oil conforming to the following requirements as acceptable to railway for transit by rail. 18 Gauge sheet for body and sides. Body will be single seemed and welded (Electrical gas) Bottom and top double seemed with body and seem not welded.

No additional reinforcing rings for top and bottom will be provided.

Two bungs will be provided on the top of the drum one small and one large.

The drums shall have two corrugations on the body.

The drums shall have phosphate/Epoxy coating in side and trisuers sealing on the cap.

It is essential that the packing notes show:

- 1.Date of despatch
- 2.Number of packages
- 3.The description of stores in the consignment shall be furnished to the consignee in respect of each consignment.

## **4.0. MARKING OF CONTAINERS :**

The marking of containers shall be in accordance with **IS.335/1983 and its subsequent amendments**. Each barrel or drum shall be indelibly marked with the following:

Manufacturer's name or trade mark

Quantity in litres

Name of the material viz., "NEW TRANSFORMER OIL".The word 'Low viscosity Type'.

Identification in code or otherwise to enable the date and lot of manufacture to be traced back in the factory records.weight of empty drum and weight of drum with oil shall be marked on each drum.

## 5.0. TESTS :

The New transformer oil shall be subjected to all the tests in accordance with the details specified in the relevant Indian Standards as amended from time to time. In case of any conflict or discrepancy between the provisions of these standards and the provisions of the specifications, the provision contained in this specification shall prevail. TECHNICAL PARAMETERS OF OIL AS PER IS 335:1993 ( REAFFIRMED 2005)  
FOR NEW TRANSFORMER OIL SUPPLIED IN BARRELS OR TANKERS.

IS 335 : 1993

Table 1 Schedule of Characteristics  
( Clauses 5.1 and 9.1 )

Sl No. ( 1 )	Characteristics ( 2 )	Requirement ( 3 )	Method of Tests ( 4 )	Remarks ( 5 )
i)	Appearance	The oil shall be clear and transparent and free from suspended matter or sediments	A representative sample of the oil shall be examined in a 100 mm thick layer at 27°C	—
ii)	Density at 29.5°C, <i>Max</i>	0.89 g/cm <sup>3</sup>	IS 1448 [ P : 16 ] : 1977	See NOTE 1
iii)	Kinematic viscosity, <i>Max</i> , at		IS 1448 [ P : 25 ] : 1976	—
	a) 27°C	27 cSt		
	b) 40°C	Under consideration		—
iv)	Interfacial tension at 27°C, <i>Min</i>	0.04 N/m	IS 6104 : 1971	—
v)	Flash point Pensky-Marten ( closed ), <i>Min</i>	140°C	IS 1448 [ P : 21 ] : 1970	—
vi)	Pour point, <i>Max</i>	—6°C	IS 1448 [ P : 10 ] : 1970	—
vii)	Neutralization value			
	a) Total acidity, <i>Max</i>	0.03 mg KOH/G	IS 1448 [ P : 2 ] : 1967	Alcoholic potassium hydroxide solution of 0.02 N should be used in place of 0.1 N indicated in test method
	b) Inorganic acidity/alkalinity	Nil	do	
viii)	Corrosive sulphur	Non-corrosive	Annex B	—
ix)	Electric strength ( breakdown voltage )		IS 6792 : 1972	—
	a) New unfiltered oil, <i>Min</i>	30 kV ( rms )		
	b) After filtration, <i>Min</i>	If the above value is not attained, the oil shall be filtered 60 kV ( rms )		See Note 2
x)	Dielectric dissipation factor ( tan $\delta$ ) at 90°C, <i>Ma</i>	0.002	IS 6262 : 1971	See Note
xi)	Specific resistance ( resistivity )		IS 6103 : 1971	See Note 2
	a) At 90°C, <i>Min</i>	$35 \times 10^{18}$ ohm-cm		
	b) At 27°C, <i>Min</i>	$1.500 \times 10^{18}$ ohm-cm		
xii)	Oxidation stability		Annex C	—
	a) Neutralization value after oxidation, <i>Max</i>	0.4 mg KOH/g		
	b) Total sludge, after oxidation, <i>Max</i>	0.1 percent by weight		



Table 1 (Concluded)

(1)	(2)	(3)	(4)	(5)
xiii)	Ageing characteristics after accelerated ageing (open beaker method with copper catalyst)	—	IS 12177 : 1987 Method A	—
	a) Specific resistance (resistivity)		IS 6103 : 1971	
	1) at 27°C, <i>Min</i>	$2.5 \times 10^{12}$ ohm-cm		
	2) at 90°C, <i>Min</i>	$0.2 \times 10^{12}$ ohm-cm		
	b) Dielectric dissipation factor (Tan $\delta$ ) at 90°C, <i>Max</i>	0.20	IS 6262 : 1971	
	c) Total acidity, <i>Max</i>	0.05 mg KOH/g	IS 1448 [P : 2] : 1967	
	d) Total sludge, <i>Max</i>	0.05 percent by weight	Annex A of IS 12177	
xiv)	Presence of oxidation inhibitor	The oil shall contain anti-oxidant additives	IS 13631 : 1992	See Note 3
xv)	Water content, <i>Max</i>	50 ppm	IS 13567 : 1992	—
xvi)	SK value	Under consideration	Annex D	—

## NOTES

1 Density of the oil may be measured at ambient temperature and converted to 29.5°C using the following equation:

$$29.5 \rho = \rho_t [1 + X(t - 29.5)]$$

where

$t$  = ambient temperature (in °C),

$\rho_t$  = density measured at temperature  $t$ , and

$X$  = correction factor (equal to  $65 \times 10^{-5}$  approximately).

2 As a consequence of the tendency for water absorption to occur due to breathing on storage even when drums are sealed the oil shall be filtered to remove moisture and particulate contaminants present in the original sample before the test as follows:

'A sufficient quantity of oil is heated to  $90 \pm 2^\circ\text{C}$ , then filtered hot under vacuum corresponding to an absolute pressure of about 2.5 kPa through a sintered glass filter of porosity grade 4'.

A portion of the filtrate is cooled in a desiccator and used immediately to measure electric strength, if required, and specific resistance at 27°C. The remaining hot filtrate is immediately used for measuring dielectric dissipation factor at 90°C and specific resistance at 90°C.

3 For both phenol and amine types of indicators, qualitative method as per Annex D shall be adopted. In case of ambiguity (marginal cases) in finding the intensity of colour, a quantitative method as given in Annex D shall be adopted. Value of 0.5 (*Max*) shall be treated as absence of DBPC-Phenolic type inhibitor (Quantitative method for amines is under consideration).

**SCHEDULE OF PRICES -A**

(To be filled in by the Tenderer)

SPECIFICATION No.T – 2236

Quantity Tendered:630KL.

Name of Material	<b>SAC Code ***</b>	<b>Quantity  Offered KL.</b>	UNIT PRICE			
			Ex-Works Price Rs. p.	Freight & Insurance Charges Rs. p.	GST  Rs .P	All inclusive Unit price including GST Rs. P.
New Transformer oil conforming to IS.335 / 1993 with amendments suitable as a coolant and insulant in Electrical transformers, oil, switches, switch gears and other electrical plants in which oil is used as an insulating and as a quenching medium and supplied in brand new epoxy coated/ phosphate coated non-returnable, perfectly packed in 210Litres capacity (approx) standard MS Barrel containers and sealed with ISI marking.			(To be filled by the Tenderer in BOQ format only)			

**\*\* TDS @2% will be deducted on Taxable Value.**

COMPANY SEAL :

SIGNATURE  
DESIGNATION  
COMPANY  
DATE**NOTE:**

\*For Supply at the destination TNEB stores anywhere in TamilNadu.

\*\* Freight and Insurance charges including unloading at stores/site.

\*\*\* while quoting the rates the bidder shall indicate the SAC code and Account code for all the tendered items as per GST Act

## SCHEDULE-B

### GUARANTEED PERFORMANCE VALUES FOR NEW TRANSFORMER OIL TO BE ADOPTED BY THE TENDERERS

Sl. No.	Characteristics	Requirements
1.	Appearance	Oil shall be clear and transparent and free from suspended matter and sediments.
2.	Density (Max) at 29,5° C	0.89 g/cm <sup>3</sup>
3.	Kinematic viscosity (Max)	27 Cst at 27°C
4.	Interfacial tension at 27°C (Min)	0.04N/M
5.	Flash point (Min)	140°C
6.	a) Neutralization value acidity (Max) b) Inorganic acidity/Alkalinity	0.02mg KOH/gm. Nil
7.	Pour point (max)	-6°C
8.	Corrosive sulphur	Non Corrosive
9.	Electric strength break down voltage (min) with 2.5mm gap a) New Untreated oil as in received condition. b) After treatment	30KV (RMS) 60KV (RMS)
10.	Dielectric dissipation factor (tan delta) at 90°C (Max)	0.002
11.	SK Value (Max)	12%
12.	Water content (Max)	30PPM
13.	Specific Resistance (Min) (Resistivity) a) At 90°C (Min) b) At 27°C (Min)	<b>50 x 10<sup>12</sup> Ohm – cm.</b> 1500 x 10 <sup>12</sup> Ohm – cm.
14.	Oxidation Stability a) Neutralization value after oxidation (Max.) b) Total sludge after oxidation (Max.)	0.40 Mg/KOH/g. 0.1 % by weight
15.	Aging characteristics after accelerated aging (Open breaker method with copper catalyst) a) Resistivity at 27°C b) Resistivity at 90°C c) Dielectric loss factor (tan delta) at 90°C d) Total acidity mg KOH/g e) Sludge Content after ageing % (Max.)	2.5 x 10 <sup>12</sup> Ohm - cm (min) 0.2 x 10 <sup>12</sup> Ohm - cm (min) 0.2 (Max.) 0.05 (Max.) 0.05 (Max.)
16.	Presence of oxidation inhibitor	The oil shall not contain antioxidant inhibitors.

**SCHEDULE - C1**

**DEVIATION FROM TECHNICAL SPECIFICATION**

**All technical deviations from the specification shall be filled in by the Tenderer, clause by clause, in the Schedule. The package No. & material to be specified.**

<b>SECTION NO.</b>	<b>CLAUSE NO.</b>	<b>DEVIATION</b>

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

**COMPANY SEAL:**

**SIGNATURE :**

**DESIGNATION :**

**COMPANY :**

**DATE :**

## **SCHEDULE - C2**

### **DEVIATIONS FROM COMMERCIAL TERMS**

**All deviations from the Commercial terms shall be filled in by the Tenderer, clause by clause, in this schedule.**

<b>SECTION NO.</b>	<b>CLAUSE NO.</b>	<b>DEVIATION</b>

**The Tenderer hereby certifies that the above mentioned are the only deviations from the Commercial terms of the Specification.**

**COMPANY SEAL:**

**SIGNATURE :**

**DESIGNATION:**

**COMPANY :**

**DATE :**

**SCHEDULE - D**  
**DECLARATION FORM**  
**(To be signed by the tenderer)**  
**Strike off, whichever is not applicable:**

To  
The Chief Engineer, Transmission,  
6<sup>th</sup> Floor, Western Wing,  
NPKRR Maaligai, Electricity Avenue,  
144, Anna Salai, TANTRANSCO, Chennai - 600 002.

Dear Sir,

1. Having examined the above specification together with the accompanying schedules etc., we hereby offer to supply the equipments/ materials covered in this Specification at the rates entered in the attached schedule of prices.
2. We hereby guarantee the particulars entered in the schedules attached to the Specification.
3. **Option-I :** ( those who opt to furnish DD/Bankers Cheque/ Pay Order or Bank Guarantee)

The successful Tenderer should furnish a Security Deposit cum performance guarantee in the form of DD/Bankers Cheque/ Pay Order or Bank Guarantee for 5% of the value of materials to be delivered for which indents are placed to the suppliers wherever materials are required to be delivered based on indents against Rate Contracts placed. The Security Deposit cum performance guarantee shall be valid for a period of **36 months** from the date of receipt of consignment of goods/materials at site in good condition. In case of delay in supply, the Security Deposit cum Performance Guarantee should be extended suitably. The SD cum Performance Guarantee will be released on expiry of guarantee period after ensuring that defects/damages during the guarantee period are rectified/replaced.

**OPTION-II:** (Those who opt not to furnish DD/Bankers Cheque/ Pay Order or Bank Guarantee)

The successful Tenderer need not furnish any Bank Guarantee towards Security cum Performance Guarantee. Instead, they should agree to retain the whole 5% value of the contract for the material supplied from the suppliers first bills till the completion of guarantee period. The penalty for belated submission will be levied as mentioned in **Clause 8.2.**

4. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

PLACE :  
DATE :

SIGNATURE:  
DESIGNATION :  
COMPANY SEAL

## SCHEDULE-E

STATEMENT SUPPLY ORDERS EXECUTED UNDER EXECUTION DURING THE  
PRECEDING TEN YEARS AS ON THE DATE OF TENDER OPENING

(To be filled in by the tenderer)

Sl No	Name & Address of the Organisation	P.O.No. & Date	Qty.	Value of order in Rs.Lakh	Scheduled Date of completion of order	Actual Date of completion of order
1	2	3	4	5	6	7

COMPANY SEAL

SIGNATURE :  
DATE :

**SCHEDULE-F  
QUESTIONNAIRE  
SPECN. No: T-**

**(TO BE KEPT IN THE "COMMERCIAL AND TECHNICAL BID")  
BID QUALIFICATION REQUIREMENT & COMMERCIAL CONDITIONS**

**INSTRUCTIONS:**

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

Sl. No	PARTICULARS	BIDDER'S RESPONSE
1	Name & Address of the Firm / Company (a) Registered office (b) Factory / works Address (c) Fax No. (d)Telegraphic Address (a) GSTIN Number	Partnership/sole property/Registered under companies Act
2.	Name, Designation & Address of the person signing the tender	
3.	(a) Whether the Company is Small Scale / Medium Scale / Large Scale Unit (b) If so, write registration No. (c) Is SSI Unit requested with DIC/ Tamil Nadu or NSIC Period of validity to be mentioned (d) Pan No. Legal Status of the Company	
4.	Whether Manufactured and supplied satisfactorily a minimum of <b>100KL</b> New Transformer oil put together during the preceding ten years as on date of tender opening to State Electricity Boards, Government / Private Power Utilities.	YES / NO
5.	Whether the copies of purchase orders executed <b>during the preceeding Ten years</b> and end user's certificates for at least one year are enclosed in the tender, as required in Clause-I under Section-II of this Specification: Details required as per <b>Schedule-E</b> are also enclosed. NOTE: These details mentioned in Sl.No. 5 & 6 should be enclosed.	YES / NO
6.(i)	Whether the Annual Turnover of the bidder during any one of the last three years (2019-20, 2020-21 & 2021-22) exceeds <b>Rs 110. Lakhs.</b>	2019-20, 2020-21 2021-22
(ii)	Whether annual turnover for three years 2019-20, 2020-21 & 2021-22 has been furnished.	YES / NO
7.	Whether the proof for evidence therefore has been enclosed as required in Clause-II under Section-II of this 11Specification.	
SI	PARTICULARS	BIDDERS



No		RESPONSE
8.	<p><b>EARNEST MONEY DEPOSIT</b></p> <p>(a) Mode Amount : <b>Rs.4,50,000/-</b>-(Rupees Four Lakhs Fifty Thousand only)</p> <p>(b) If exempted, state whether the bidder is SSI Unit of Tamilnadu / Small Scale Unit registered with NSIC/ Tamil Nadu Govt. Dept./ Undertakings. Reference of documentary evidence regarding Exemption enclosed</p> <p>(c) Whether Permanent EMD of <b>Rs20,00,000/-</b> is available with TANTRANSCO documentary evidence about acceptance of PEMD is enclosed.</p> <p>NOTE: If item (a) or (b) or (c) is not enclosed along with the tender offer, Commercial &amp; Technical Bids will not be opened.</p>	<p>Bank Draft/Banker's Cheque, Permanent EMD/Undertaking</p> <p>YES / NO</p> <p>A) SSI Unit of Tamilnadu / Small Scale Unit registered with NSIC/ Tamil Nadu Govt. Dept./ Undertakings. B) Audited attested copy of Profit and Loss Account, Balance Sheet along with the proof for exemption from the payment of EMD C) Plant and machinery as per tenderer financial statement</p>
9.	<p><b>TYPE TEST CERTIFICATES:</b></p> <p>Whether the copy of the Type Test Certificates in support of Guaranteed Technical Particulars in respect of the tendered New Transformer oil as per technical terms of this Specification is enclosed along with the Tender offer.</p> <p>NOTE: If the copy of Type Test Certificates are not enclosed along with the tender offer ,the tender offer will be summarily rejected. Type Tests should have been conducted not earlier than five years as on the date of Tender opening. Otherwise the Type Test Report will be considered as invalid.</p>	<p>YES / NO</p> <p>Name of Lab</p> <p>Date of Test</p>

10.	<p><b>VALIDITY:</b> Whether your offer is valid for a period of 180 days from the date of opening of Commercial / Technical Bids (Offers with validity period of less than 180 days are liable to be rejected)</p>	YES / NO
11.	<p><b>PRICE:</b> Whether the price quoted is variable as per IEEMA price variation formula (i) Whether you are agreeable for charging GST applicable. (ii) Confirm that any additional amount of GST due to upward revision on account of increase in annual turnover during the contractual period shall be borne by you. (iii) Confirm that price quoted is after accounting for Input Tax Credit (ITC) relief available to them on account of GST already paid. A certificate to this effect may be uploaded along with the tender. (iv) Whether you are agreeable, in case of delayed delivery, the GST prevailed on the date of actual delivery or the GST applicable on the date of contractual date of delivery whichever is less shall only be payable.</p>	<p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p>
12.	<p>(V)Whether GST (in Percentage and Amount) applicable has been mentioned . Whether you are agreeable for the following clauses specified under Section-V of the Specification: (a) Payment Terms (Clause-7) (b) Security Deposit cum Performance Guarantee (Clause-8) (c) Delivery (Clause-9)  (d) Liquidated Damages (Clause-11)  (e) Guarantee (Clause-13)  (f) Jurisdiction for Legal Proceedings (Clause-26)  <b>Quantity Offered</b></p>	<p>Option – I : YES/NO Option –II : YES/NO</p> <p>Option – I : YES/NO Option –II : YES/NO</p> <p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p> <p><b>KL.</b></p>

Date :

SIGNATURE OF THE TENDERER

Place :

NAME  
STATUS IN THE COMPANY  
(Affix Seal of the company)

## **UNDERTAKING**

I , Sole Proprietor / Partner of  
M/s. give undertaking that  
details given in the above QUESTIONNAIRE are correct to the best of my  
knowledge and I agree to abide by all your Tender / Order terms &  
conditions.

Date :  
TENDERER

SIGNATURE OF THE

Place :

NAME

STATUS IN THE COMPANY  
(Affix Seal of the company)

**ANNEXURE-I**  
**UNDERTAKING IN LIEU OF PAYMENT OF E.M.D.**

(To be furnished in non-judicial stamp paper of value not less than Rs.80.00)

THIS DEED OF UNDERTAKING executed at ..... on this the .....day of Two thousand and .....by ..... M/s..... a company registered under Companies Act, 1956, having its registered office at ..... 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 ..... THE TANTRANSCO, a Body Corporate constituted under the Electricity Act, 2003, having its office at 5<sup>th</sup> floor, TANTRANSCO Head Office, 144, Anna Salai, Chennai - 600 002. herein after called the "BOARD" (Which expression shall where the context so admits mean and includes its successors in office and assigns).

WHEREAS THE tenderer is required to pay Earnest Money Deposit of Rs. ....for participation in the tender for supply of ..... in terms of specification No. ....

AND WHEREAS the tenderer is exempted by the Board from payment of EMD in the form of cash, subject to the tenderer executing an undertaking to the value of

Rs. .... (Rupees.....) representing the amount equivalent to the amount of EMD specified to be paid to the Board in the event of non-fulfilment of breach of any of the conditions of the tender by the Tenderer as mentioned hereunder.

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

1. Withdrawing his tender before the expiry of the validity period, OR
2. Withdrawing his tender after acceptance, OR
3. Violating any of the conditions of the tender issued by the competent authority.

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

- i) Withdrawing his tender before the expiry of the validity period.
- ii) Withdrawing his tender after acceptance.
- iii) Violating any of the conditions of the tender issued by the competent authority.

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

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

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

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

SIGNATURE  
NAME IN BLOCK LETTERS  
SEAL OF THE COMPANY

In the presence of Witnesses:

- 1. Signature Name & Address
- 2. Signature Name & Address

.....

**ANNEXURE - II**

**UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS**

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

This undertaking executed at ..... on this ..... (date) .....(month) two thousand and eight by M/s. .... a company registered under Companies Act, 1956 having its Registered Office at ..... hereinafter called the Contractor (which expression shall where the context so admits mean and include its successors in office and assigns) with the TANTRANSCO, a statutory authority created under the powers vested with the Electricity Act, 2003, having its Office at 5<sup>th</sup> floor, TANTRANSCO Head Office, 144,, Anna Salai, NPKRR Maaligai, Chennai -2 hereinafter called the purchaser (which expression shall where the context so admits means and includes its successors in Office and assigns).

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

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

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

In consideration of the Board having agreed to accept the undertaking, the Contractor undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court other than in the High Court, Madras, City Civil Court at Chennai or the Court of Small Causes at Chennai. It is also agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action arises within the jurisdiction of any of the Courts in Tamil Nadu and rest within the jurisdiction of Courts outside Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside Tamil Nadu shall have jurisdiction eventhough any part of the cause of action might arise within the jurisdiction of such Courts.

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

SIGNATURE WITH SEAL

WITNESS:

(Signature with Name and Address)

- 1.
- 2.

.....

### **ANNEXURE-III**

#### **MATERIAL PRICE VARIATION CLAUSE FOR TRANSFORMER OIL**

The price quoted / confirmed is based on the cost of raw materials/components as on the date of quotation and the same is deemed to be related to prices of TOBS and drum as specified in the price variation clause given below. In case of any variation in those prices, the price payable shall be subject to adjustment up or down, in accordance with the following formula:

$P = P_o + 1.2 (TB - TBo) + 4.8 (D - Do)$  Wherein,

P = Price (in Rs/KLtr) payable as adjusted in accordance with the above formula

P<sub>o</sub> = Price (in Rs/KLtr) quoted /confirmed for transformer oil supplied in drums and conforming to IS.335-1993 and amended from time to time.

TBo = Price of TOBS (refer notes). This price is as applicable on first working day of the month, one month prior to the date of tendering.

Do = Price of drums (refer notes). This price is as applicable on first working day of the month, one month prior to the date of tendering.

For example, if the date of tendering falls in July 2011, the applicable prices of TOBS (TBo) and drums (Do) should be prevailing as on 1<sup>st</sup> June 2011.

The above prices are as published by IEEMA vide circular reference number IEEMA (PVC) TR-OIL/ prevailing as on first working day of the month.( ie. one month prior to the date of tendering).

TB = Price of TOBS (refer notes). This price is as applicable on first working day of the month, one month prior to the date of delivery.

D = Price of drums (refer notes). This price is as applicable on first working day of the month, one month prior to the date of delivery.

For example, if the date of delivery in terms of clause given below falls in December 2011 the application prices for TOBS (TB) and drums (D) should be as published by IEEMA as prevailing on 1<sup>st</sup> November 2011.

The date of delivery is the date on which the Transformer Oil is notified as being ready for inspection/ despatch (in the absence of such notification the date of manufacturer's despatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto) whichever is earlier.

Notes:

- a) All prices of raw materials are exclusive of modvatable excise /CV duty amount and exclusive of any other central state or local taxes, octroi etc.
- b) All price are as on first working day of the month.
- c) The details of prices are as under:

The price of TOBS (in Rs/KLtr) considered is the average price (in Rs./KL) as quoted by Transformer Oil manufacturers (including customs duty, if imported).

The price of drum (in Rs) is the ex-works price as quoted by a drum manufacturer for drum of capacity of 210 litres.

For Indian Electrical & Electronics Manufacturers' Association.

Sd/- x x

Authorised Signatory.

IEEMA/PVC/TR-OIL/2011

#### **ANNEXURE-IV**

#### **UNDERTAKING TOWARDS RECOVERY OF DUES TO TANTRANSCO (TO BE FURNISHED BY THE TENDERER IN A NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs.80/- AS PER **CLAUSE 22.0 OF COMMERCIAL**)**

THIS DEED OF UNDERTAKING executed at.....on this.....day  
of .....by

M/s..... hereinafter  
called the "TENDERER" (which expression where the context so admits mean  
and include their agents, their representatives, successors in office and assigns).  
TO AND IN FAVOUR OF THE TAMIL NADU TRANSMISSION CORPORATION  
LIMITED, a body corporate constituted under the Electricity Act 2003 having its  
office at floor, TANTRANSCO Head Office, 144, Anna Salai, Electricity Avenue,  
Chennai – 600 002, hereinafter called the "TANTRANSCO" (which expression  
shall where the context so admits mean and include the successors in office and  
assigns).

WHEREAS the TANTRANSCO has called for an undertaking from the Tenderer  
empowering the TANTRANSCO to recover the dues if any,

NOW THIS UNDERTAKING WITNESSETH that the TANTRANSCO is empowered  
to recover any dues against this contract in any bills /Security Deposit / E.M.D.  
due to the Tenderer either in this contract or any other contracts with the  
TANTRANSCO. Further, the Tenderer hereby authorizes the TANTRANSCO to  
recover any dues against any other contract of the Tenderer with the  
TANTRANSCO with the available amount due to the Tenderer against this  
contract.

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

SIGNATURE OF THE TENDERER.

In the presence of witnesses.

1. Signature

(Name in capital letters with address)

1. Signature (Name in capital letters with address)



**ANNEXURE -V  
DECLARATION FORM**

**(To be signed with company seal on letter head and uploaded in the  
technical Bid)**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)      Date:

To,

-----  
-----  
-----

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 the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with official Seal)

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**ANNEXURE- VI**  
**DECLARATION TO BE SUBMITTED BY THE BIDDERS FOR ITC BENEFITS IN**  
**NON -JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs.80/-**

To  
The Chief Engineer,  
Transmission,  
5<sup>th</sup> floor, TANTRANSCO Head Office,  
No.144, Anna Salai, Chennai- 600 002.

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN..... in State of ..... .  
Our applicable GST% for the above reference job is under code..... .

We hereby declare and confirm that we are registered vendor under composite scheme having GSTIN.

We are aware that as per Sec. 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANTRANSCO by way of commensurate reduction in prices and as such we hereby declare that we are extending Rs...../- of ..... % as rebate in my awarded price against input tax credit benefit.

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANTRANSCO failing which TANTRANSCO may take appropriate action.

SIGNATURE OF BIDDER WITH COMPANY SEAL.

Note:

Supplier / Bidder may strike out the para not applicable.

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