



**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED**

**SPECIFICATION No.  
CE/D/CNR E. 150 /2021-22**

**TENDER SPECIFICATION FOR PROVISION AND MAINTENANCE FOR 5Nos.  
2MBPS MANAGED LEASED LINE CIRCUITS ALONG MODEMS BETWEEN  
CHENNAI NORTH REGIONAL DATA CENTRE TO NODAL POINTS FOR A  
PERIOD OF ONE YEAR IN CHENNAI NORTH REGION THROUGH E-  
TENDERING**

**( Through Tamil Nadu Government e-procurement portal Platform)**

**OFFICE OF THE CHIEF ENGINEER /DISTRIBUTION/  
CHENNAI NORTH REGION/TANGEDCO  
144, ANNA SALAI, CHENNAI-2.  
TAMILNADU**

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**Service Provider: National Informatics Centre**  
**Website for online bid submission: <https://tntenders.gov.in>**

## **INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF ONLINE BIDS** **IN E-TENDER**

**Bidders are requested to read the terms & conditions of this tender before submitting their online bids.**

**1. The URL for online bid submission in e-tender is <https://tntenders.gov.in>**

### **2.0 Registration:**

**2.1** The process involves bidder's registration with Tamil Nadu Government e-procurement portal. For this the bidder may visit the above URL and click on "[Online Bidder Enrollment](#)" and fill up the registration form with their details and submit.

**2.2** The bidder shall create their own user id and password during enrollment and bidders are advised to keep note of the same. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.

**2.3** For this the bidder should possess Class II or Class III signing type digital certificate. The e-token may be obtained from one of the authorized Certifying Authorities. For detailed guidance about DSC, the bidders are advised to go through "[Information about DSC](#)" link at <https://tntenders.gov.in>.

**2.4** Only after registration, the bidder(s) can submit his bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Financial Bid over the internet will be done. Bidders are required to make their own arrangement for bidding from a computer connected with Internet. Bids will not be recorded without Digital Signature.

**2.5** The e-token that is registered should be used by the bidder and should not be misused by others.

**2.6** DSC once mapped to an account cannot be remapped to any other account. It can only be In-activated.

### **3.0 Contact persons**

**For queries related to registration and online bidding (NIC):**

**e-mail: [support.etender@nic.in](mailto:support.etender@nic.in)**

**Contact No. : 044 – 24466495**

**24902580 Extn:332**

**24917850**

### **4.0 System Requirement:**

- i. Operating System - Windows XP-SP3 & above
- ii. Internet browser - IE7 and above.
- iii. Signing type digital signature (class II or III)
- iv. JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level.

**5. Single Cover e-tender:**

**5.1** The e-tender shall have Single Cover with Techno-Commercial Bid and Financial Bid.

The bidder must fill up both the **Techno-Commercial Bid and Financial Bid** of e-tender and **upload** all necessary documents before making final submission. During tender opening, the Techno-Commercial bids and Financial Bid will be opened electronically on specified date and time as given in the tender document. The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders. Financial Bids of the eligible bidders will be considered for further evaluation of the e-tender.

**5.2** **The bidder should note that only a file which is “attached” with the e-tender shall be considered during evaluation of the Technical and Financial Bids. Files which are not attached to the e-tender shall not be considered for evaluation.**

**5.3** Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies.

**5.4** **One hard copy of the electronically submitted techno commercial bid documents alone (Not the Financial bid) shall have to be submitted along with EMD before closing time of the bid submission through e-tender.**

**5.5** There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

**5.6** **The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected**

**5.7** The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

**5.8** It is important to note that, **the bidder has to Click on the “Freeze Bid” Button, to ensure that he completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**

**5.9** At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

- 5.10 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 5.11 Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered email id/mobile No.
- 5.12 Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 5.13 All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized members.
- 5.14 During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 5.15 If after making Final Submission of e-tender and before the scheduled closing time for Bid submission, if a bidder wishes to make changes in his Bid, it can do so by clicking the “Resubmit” option.
- 5.16 After final submission of Bid and before the scheduled closing time for Bid submission, if a bidder wishes to withdraw his bid, it can do so by clicking the “Withdraw Bid” option. By withdrawing a bid, a Bidder will lose the opportunity to re-submit his Bid against the same e-tender.**

**6 Bidding in e-tender:**

- 6.1 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 6.2 Bidder should prepare the EMD as per the instructions specified in the tender document Section –I . Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the same (i.e) the scanned copy of EMD DD/PEMD holder proof/SSI certificate should be attached at the time of bid submission of E-tender(on line) and the Original Demand Draft/ Banker’s Cheque towards EMD (or) The proof of Permanent EMD Holder (or) The proof of exemption of EMD in complete shape shall be posted/couriered/given in person to the Executive Assistant, Office of the CE/Distn./Chennai North Region & it should be received **before 14:00hrs on date of closing of submission of e-tender .**
- 6.3 **The offer of the bidders who have not submitted the EMD cover physically (offline) and whose EMD Cover received after due date and time will be summarily rejected and their online bids will not be opened.**
- 6.4 **The details of original EMD documents submitted physically (offline) and the scanned copies furnished at the time of bid submission online should be the same,**

**otherwise the tender will be summarily rejected.**

- 6.5 The Bidders 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 all the bidders. Bidders are required to download the BoQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). 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.
- 6.6 **The BOQ template (Financial Bid - Price to be quoted)**, the bidder shall download the same BOQ template and upload after filling relevant columns. The BOQ template must not be modified/ replaced by the bidder, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and values only.
- 6.7 If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published if any before submitting the bids online.
- 6.8 Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in **PDF/XLS/RAR/DWF** formats. If there is more than one document, they can be clubbed together.
- 6.9 The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- 6.10 The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 6.11 The **TANGEDCO** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 6.12 **The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.**
- 6.13 **E-tender cannot be accessed after the due date and time for bid submission.**
- 6.14 The bidder may submit the bid documents online mode only, through the <https://tntenders.gov.in> portal. Offline documents will not be handled through this system.
- 6.15 All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender. Hence the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 6.16 Bidders are advised to see the web site regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said tender after downloading the tender document. **The responsibility of downloading the related corrigendum, if any, will be that of the bidders.**

- 6.17 For further assistance please go through the link “Bidders Manual Kit” in the portal.
- 6.18 During bid submission process in e-tender, the bidder should allow to run a application JAVA ENCRYPTION APPLET (**process along with screenshot available at “Bidders Manual Kit”**) by accepting the risk and clicking on run. If this application is not run then the bidder will not be able to save/submit his bid.
- 6.19 In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- 6.20 During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- 6.21 The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 6.22 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.
- 6.23 It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 6.24 TANGEDCO 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.
- 6.25 **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.**
- 6.26 Bidders are advised to exercise caution in quoting their bids in e-tender to avoid any mistake. Bids once submitted can't be recalled after bid closing time.
- 6.27 Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIT.
- 6.28 **Bidders are not required to sign in each page of the tender specification & upload. Instead bidders are required to sign a declaration document as specified in Schedule F of the specification & upload.**

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## TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

1.	Specification No.	E. /2021-22																					
2.	Name of the Work	Provision and Maintenance for 5Nos. 2Mbps Managed Leased Lines Network along with Modems between Regional Data Centre to Nodal Points for a period of one year																					
3.	Quantity	<p>Provision &amp; Maintenance of following 5Nos. 2Mbps Band Width Managed Leased line links along with Modems for the following Nodal Points</p> <table><tr><td>Sl No</td><td colspan="2">Circuit Working Between</td></tr><tr><td></td><td>End - 'A'</td><td>End - 'B'</td></tr><tr><td>1</td><td>Anna Salai</td><td>T.Nagar</td></tr><tr><td>2</td><td>Anna Salai</td><td>Tondiarpet</td></tr><tr><td>3</td><td>Tondiarpet</td><td>Ponneri</td></tr><tr><td>4</td><td>T.Nagar</td><td>Ponneri</td></tr><tr><td>5</td><td>Anna Salai</td><td>Ponneri</td></tr></table>	Sl No	Circuit Working Between			End - 'A'	End - 'B'	1	Anna Salai	T.Nagar	2	Anna Salai	Tondiarpet	3	Tondiarpet	Ponneri	4	T.Nagar	Ponneri	5	Anna Salai	Ponneri
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4.	Method of Tender	<b>E-Tender System –Single Cover Open Tender System</b> (On line submission of Techno-Commercial Bid & - Financial Bid)(Both will be opened on specified date & time)																					
5.	URL for online bid submission	<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>																					
6.	(a) Earnest Money Deposit	<b>Rs. 4700/- ( Rupees Four thousand and Seven hundred only)</b>																					
	(b) SSI Units	SSI Units are eligible for exemption from payment of EMD as detailed in Section-I																					
	(c) Permanent EMD with Chennai North Region/ TANGEDCO Head Quarters.	Rs.20,00,000/-																					
7.	Due date and time for submission of EMD off line	<p style="text-align: center;"><b>on .03.2022</b></p> <p>The Earnest Money Deposit amount specified above should be transferred to TANGEDCO collection account through NEFT/RTGS/Bank Transfer before closing time of submission of tender or proof for exemption as per section 1 should be uploaded along with tender .</p>																					
8.	Tender Document download/ Sale start Date and time	14:00Hrs. on .03.2022																					
9.	Last date for sale of tender document	14:00Hrs. on .03.2022																					
10.	Due date and time for <b>closing</b> of on-line submission of e-tender	14:00 Hrs. <b>on .03.2022</b>																					
11.	Due date and time of <b>opening</b> of tender electronically	15:00Hrs. <b>on .03.2022</b>																					

12.	If the due date for opening of e-tender happens to be a declared holiday, then the e-tenders will be opened on the next working day, except on Saturdays without any change in timings.	
13.	Specification at website	The tender specification will be placed at TANGEDCO web site ( <a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a> ) & TN Govt. Website ( <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> or <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> ) The prospective bidders may download the tender documents <b>free of cost</b> from the above websites.
14.	Cost of tender specification	Rs.:250/- + GST @18% Rs.: 100/- extra if required by post
15.	Clarification to be sought for from	The Chief Engineer/Distribution Chennai North Region '5A' Block, 1 <sup>st</sup> Floor, 144, Anna Salai, Ch-2.
16.	Place at which tenders will be opened	Office of Chief Engineer/Distribution /Chennai North Region '5A' Block, 1 <sup>st</sup> Floor, 144, Anna Salai, Ch-2.

Sd/-  
CHIEF ENGINEER/ DISTRIBUTION  
CHENNAI NORTH REGION



**SPECIFICATION NO:CE/D/CNR/E     /2021-22**  
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## SECTION-I

### **EARNEST MONEY DEPOSIT (EMD)**

- 1.0** Tenderer should pay the specified amount towards Earnest Money Deposit, as follows:  
**Earnest Money Deposit: Rs. 4700/- (Rupees Four thousand and Seven hundred only).**

**2.0 Mode of payment :**

The Earnest Money Deposit amount specified above should be transferred to the following TANGEDCO collection account through NEFT/RTGS/Bank Transfer

Name of the Beneficiary	: Superintending Engineer/CEDC/North/TANGEDCO
Name of the bank	: IOB, Annasalai Branch
Name of the branch	: TANGEDCO/Annasalai Branch
Account Number	: 005802000001430 (collection account)
IFSC Code	: IOBA0000058

- 3.0** 3.1 Scanned copy of the E-receipt duly reflecting the UTR number shall be uploaded. The bidders who are willing to remit EMD through bank account by way of account transfer of same bank are requested to place a copy of bank account scroll of bidders duly exhibiting the transaction of EMD amount with details of name of the bank, bank account number of the bidder and IFSC code. The EMD amount has to be received in TANGEDCO COLLECTION account through e payment, before closing time of submission of tender. EMD amount received beyond tender closing time will be summarily rejected.

- 3.2** Any other mode of payment of EMD other than NEFT/RTGS/Bank account transfer shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.

- 4.0** 4.1. The Earnest Money Deposit will not carry interest.

- 4.2. The Earnest Money Deposit will be refunded to the unsuccessful tenderer on application to the Chief Engineer/Distribution/Chennai North Region/TANGEDCO after intimation of the rejection/non acceptance of their tenders is sent to them.

- 4.3. The tenderers who are having valid (not forfeited or a request has been made as on the date of tender opening) Permanent Earnest Money Deposit( PEMD) with the Superintending Engineer/CEDC/ Central,TANGEDCO Ltd., for Rs.20,00,000(Rupees twenty lakhs only) are exempted from payment of Earnest Money Deposit. (Rupees are exempted from payment of Earnest Money Deposit.

- 4.4. The Permanent EMD holders of TANGEDCO Head Quarters are also exempted from the payment of the EMD.

- 4.5. The tenderers who have Permanent Earnest Money Deposit less than the amount specified above are not eligible to participate in this tender on the basis of the PEMD deposited by them even for lesser quantity and value.

**5.0 5.1. EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (EMD)**

- a) All SSI Units should upload **UDYAM Registration Certificate** for those items manufactured by them for which registration certificate has been issued along with tender

offer for availing exemption from EMD otherwise their offer will be rejected.

- b) Departments of the Government of Tamil Nadu.
- c) Undertakings and Corporations owned by the Government of Tamil Nadu.
- d) Labour Contract Co-operative Societies.
- e) Tiny Industries classified under SSI registered with UDYAM Registration Certificate in respect of those items for which Registration Certificate has been issued.

5.2. The above institutions / industries are the only categories exempted from the payment of Earnest Money Deposit. SSI units having provisional registration certificate are not eligible for exemption.

**6.0** The bidders who have examined the tender specification together with schedules attached, participated in the tender by availing EMD exemption is deemed to accept to pay the amount equivalent to EMD as stipulated under clause 1 above, with costs if any, in the event of non-fulfillment of the conditions stipulated in the tender specification (i.e.) in all cases where EMD paid is to be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.

**7.0** The tenderer is deemed to accept to pay the amount equivalent to EMD immediately when a demand is raised by Board against the tenderer without any demur in the event of the following.

- 1) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit .
- 2) If he revises any of the terms quoted during the validity period.
- 3) If he violates any of the conditions of the tender specifications.

**8.0** Small Scale Industries shall furnish **duly attested Photostat copy of their UDYAM Registration Certificate** showing the subject materials specifying capacity which they are permitted to manufacture /activity of services rendered and the period of validity of the certificate along with the **attested copy of audited profit and Loss Account, Balance sheet** as proof of eligibility for exemption from payment of EMD as specified in clause 2.0.

**9.0** 9.1 Those tenderers who are exempted from payment of E.M.D. shall furnish the **Attested Photostat copy of their UDYAM registration Certificate along with the list of materials manufactured/activity of services rendered duly attested by a Gazetted officer** showing the subject materials with capacity which they are permitted to manufacture / activity of services rendered and the period of validity of the certificate as proof of eligibility for exemption from payment of EMD.

**9.2 On any account other than UDYAM registration certificate shall not be considered for extending exemption from paying Earnest Money Deposit.**

**10.0** 10.1 Government of India, Ministry of MSME, vide notification No.S.O.2119(E) Dated

26.06.2020 has notified certain composite criteria for classifying the enterprises as Micro, Small and Medium Enterprises and insisted UDYAM Registration in “UDYAM Registration Portal” to obtain e-certificate viz. UDYAM Registration certificate. As per this notification, an enterprise shall be classified as a micro, small or medium enterprises on the basis of the following criteria, namely:

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

**10.2 Registration of existing enterprises:**

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

**10.3 All SSI/NSIC units** shall upload the audited, attested copy of the Profit and Loss Account, Balance Sheet and **certificate from a Chartered Accountant certifying the value of Plant and Machinery and Annual turnover (excluding exports)** along with the proof for exemption from payment of EMD in order to ensure SSI status of the firm for extending exemption from payment of EMD. **If the above documents are not furnished along with the proof of exemption of EMD , the tenders will be rejected.**

10.4 In case the above composite criteria for the Micro and Small Enterprises exceeds the prescribed limit, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager/District Industries Centre concerned, the exemption from paying EMD for SSI units shall not be extended.

10.5 The MSME notification No.S.O.2119(E) dated 26.06.2020 may be adhered by the tenderers and TANGEDCO will adopt the same in evaluation of tenders.

**11.0** The tenderers who are exempted from the payment of EMD shall **necessarily furnish attested copy of audited Profit and Loss account and Balance sheet for verification of SSI status based on the investment held in Plant & Machinery for extending exemption from payment**

of EMD. In case the investment held by the tenderer in plant and machinery as per their financial statements of Accounts exceeds the prescribed limit as per MSME Notification No. S.O.2119(E) dated 26.06.2020, the SSI status of the tenderer will be verified from the General Manager, District Industries Centre concerned. Till receipt of confirmation from the General Manager/District Industries Centre concerned, the exemption from paying EMD and purchase reference(if reserved for SSI) shall not be extended.

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

**13.0** The scanned copy of the following should be uploaded by the tenderer during bid submission for payment of EMD failing which the offer will be summarily rejected

- **The proof for payment of EMD through RTGS/NEFT**
- **The proof of exemption of EMD in complete shape i.e. attested copy of UDYAM Registration Certificate, and attested audited Profit and Loss account and Balance sheet in support of investments held in Plant & Machinery towards turnover.**

**14.0** The cover marked “EMD” shall be sealed and superscribed with the ”specification number, name of material/work , due date for submission, Name and full address of the tenderer” and delivered in person/courier shall be handed over to The Executive Assistant to the Chief Engineer/ Distribution/ Chennai North Region, TANGEDCO, 5A,Block, 1<sup>st</sup>floor, 144, Anna Salai , Chennai-600 002. In case of postal delivery, tenderers are advised to send them well in advance so that they are delivered at the Office of the Chief Engineer/Distribution/Chennai North Region, before the due date and time The TANGEDCO will not be responsible for any postal or other transit delay in receipt of the EMD Cover .

**15.0** The Earnest Money Deposit made by the Tenderer will be forfeited if:-

- a.he withdraws his tender or backs out after acceptance.
- b.he withdraws his tender before the expiry of validity of the offer, the period specified in the Specification, or fails to remit the Security Deposit.
- c.he violates any of the provisions of these regulations contained herein.
- d.he revises any of the terms quoted during the validity period.
- e.The documents furnished with the offer being found to be bogus or the documents contain false particulars in addition to blacklisting them for future tenders in TANGEDCO.
- f. If it is found at later stage that the bidder has availed EMD exemption by hiding facts, it will be construed that such a bidder has not complied with the EMD requirements as mentioned in section III, Clause-I(a) and suitable action deemed fit will be taken including summarily rejection of offer,blacklisting/banning the firm from participating in future TANGECO/TANTRANSCO tenders.
- g.GST @ 18% shall be recovered additionally from the supplier/contractor/tenderer as per the GST provisions for forfeiture of EMD /SD cum Performance Guarantee.

## **SECTION-II**

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

The BIDDERS shall become eligible to bid, on satisfying the following " Bid Qualification Requirements " and on production of the required documentary evidences along with the tender.

- (i) The bidder should have an annual financial turnover of more than Rs.1.2 lakhs during any one of the last 3 financial years (ie. 2018-19, 2019-20 & 2020-21). Necessary documentary evidence viz. Audited annual statement of accounts, certified by Chartered Accountants or Auditors certificate or the attested copy of income tax return filed by the bidder or the attested copy of sales tax clearance certificate of the bidder in proof of the financial turnover should be furnished along with the offer.
- (ii) The Tenderers should have minimum 3 years of experience in the field of maintenance of Leased line data circuit and handling of equipment's like servers, High End Routers, High End Switches, etc to any DISCOMS/Power Utilities/ Government Undertakings / Public Sector Undertakings / State (or) Central Government Banks during the last ten years from the date of tender opening. Proof for the above along with the Performance certificate shall be enclosed with the tender. i.e. Copy of Purchase Orders executed by the tenderer shall be furnished along with end user certificate for the corresponding Purchase Orders enclosed for satisfactory performance of the contract .
- (iii) The experience as the main contractor/supplier shall only be considered for satisfying the experience criteria specified above. The experience as a sub contractor/supplier shall not be considered for qualifying the experience criteria specified above and the offer of such tenderers shall be summarily rejected.

The offers of tenderers not satisfying the above 'BQR' and not furnishing the required documentary evidences for satisfying the above BQR will be summarily rejected. The bidder shall attach the documentary proof for all the above BQR electronically (i.e) scanned copy of BQR documents should be attached at the time of bid submission of e-tender (Online) otherwise the offer will be rejected.

NOTE:- The hard copies of the document (which has been uploaded in 'e'-tender) satisfying the above BQR should be furnished along with EMD.

Sd/-  
CHIEF ENGINEER/ DISTRIBUTION  
CHENNAI NORTH REGION

### **SECTION III**

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

1. Tenders will be **SUMMARILY REJECTED** if
  - a) The EMD requirements in complete shape as per Section-I are not complied with.
  - b) Not satisfying Bid Qualification Requirements as per Section-II.
  - c) Not furnishing the required BQR evidences along with the tender.
  - d) The tender offer & other document not uploaded as per tender specification.
  - e) On evaluation of techno-commercial bids, if the bids does not satisfy the BQR conditions as per section-II, even though the price bids of the bidders are opened (in case of single part tender), the offer of the bidder will be summarily rejected.
2. Tender is **liable to be rejected** if it is:
  - a) not covering the supply of equipments/ materials with all accessories.
  - b) If the declaration as specified in Schedule D is not signed and enclosed.
  - c) with validity period less than that specified in this specification
  - d) not in conformity with TANGEDCO's Commercial terms and Technical Specification. (Section V and VI).
  - e) Not signed properly by the tenderer.
  - f) received from consortium of SSI units
  - g) received “ after due date and time”
  - h) received from the tenderer who is directly or indirectly connected with Government service or Board service or services of Local authority from those who have not purchased the copy of the specification.
  - i) from any black listed firm
  - j) from a tenderer whose past performance/ vendor rating is not satisfactory.
  - k) offer received by Telex / Telegram / E mail / Fax.
  - l) not containing all the required particulars as per schedules A to F.
  - m) offers of bidders who have not furnished GSTIN number in the offer
  - n) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
  - o) UDYAM registration certificate without attestation.
3. In the event of the documents furnished with the offer are found to be bogus or the documents contain false particulars the tenders will be rejected and the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders / contracts in TANGEDCO.

## **SECTION - IV**

### **INSTRUCTION TO THE TENDERERS**

#### **1.0 THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998 :**

- 1.1 Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 1.2 **THE TENDERERS WHO DO NOT FULFILL THE "BID QUALIFICATION REQUIREMENT " AS PER SECTION - II, NEED NOT APPLY. OFFERS NOT SATISFYING THE "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.**
- 1.3 Tenders in Single Part System (a) Technical Bid with commercial terms without Price and (b) Price Bid, will be received on-line for and on behalf of Tamil Nadu Generation and Distribution Corporation Ltd., herein after referred as TANGEDCO. All the tenders shall be prepared and submitted electronically strictly in accordance with the Instructions set forth herein.

#### **2.0 SUBMISSION OF E-TENDER**

- 2.1 **The tender cover for the Provision and Maintenance of 2Mbps Managed Leased Lines between the locations as detailed in ANNEXURE-I for the LT billing of Project 'BEST' scheme in respect of Chennai North Region area for a period of one year from the date of provision of connectivity with an uptime of 98%. The contract period may be extended beyond 1 year.**
- 2.2 The Tenderer is expected to examine all instructions and schedules detailed in the Specification and submit the Schedule of prices and other required particulars in the Schedules called for in this Specification only as per the formats enclosed herewith. **The tenderers are requested to submit all the documents electronically in pdf form only (ie., by attaching the scanned copies of documents) along with their tender.**

#### **3.0 SINGLE COVER E-TENDER:**

- 3.1 The e-tender shall have : Techno-Commercial Bid and Financial Bid.
- a) **Techno-Commercial Bid** shall contain Technical Bid with Commercial Terms (i.e.).BQR documents, Schedule B ,C, D, E, F and G and other documents (PAN, TIN,ESI,PF and Service tax Registration etc.),called for in this specification **except Price Schedule A.**
- b) **Financial Bid** shall contain the Financial Bid (BOQ format). **The Tenderers are requested to quote price only in the BOQ template available in the e-tender. The bidder shall download the same and upload after filling relevant columns. The BOQ template must not be modified/ replaced by the bidder, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and rates only.**
- c) The bidder must fill up both the **Techno-Commercial bids and Financial Bid** of e-



tender and **upload** all necessary documents before making final submission. During tender opening, the Techno-Commercial bids and Financial Bid will be opened electronically on specified date and time as given in the tender document. The EMD and Techno-Commercial bids will be evaluated and the bids which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders. Financial Bids of the eligible bidders will be considered for further evaluation of the e-tender.

- 3.2 The Tender Offer consisting of Schedules - B to G and all other documents to be attached shall be signed with company seal by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The Designation & date of signature should invariably be indicated.
- 3.3 In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be attached) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, Certified copies of which shall be attached.
- 3.4 Tender submitted on behalf of companies registered under the Indian Companies Act, shall be signed by person duly authorised to submit the tender on behalf of the company and shall be accompanied by certified true copies of the resolutions, extracts of the Articles of Association, special or general Power of Attorney etc to show clearly the title, authority and designation of persons signing the tender on behalf of the company.
- 3.5 All tender offers shall be prepared by typing or printing in the formats enclosed with the Specification.
- 3.6 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender document shall be attested by the person signing the tender offer.
- 3.7 The tender offer shall contain full information asked for, in the accompanying Schedules and elsewhere in the Specification.
- 3.8 Telex/Fax or telegraphic /E-Mail offers will not be entertained and will be rejected.
- 3.9 Tenderer shall bear all costs associated with the preparation and delivery of its offers, and the TANGEDCO will in no case be responsible or liable for these costs.
- 3.10 No offer shall be withdrawn by the tenderer in the interval between the deadline for submission and the expiry of the period of validity specified/extended validity of the tender offer.
- 3.11 The tenderers are requested to furnish the exact location of their factories with detailed Postal address and Pin Code, Telephone , Fax Nos and E-Mail address etc. in their tenders so as to arrange inspection by the TANGEDCO if considered necessary.
- 3.12 The tenderers are requested to furnish the **GSTIN NUMBER** in their offer without fail. Otherwise the offer is liable for rejection.

3.13 The tenderers are requested to furnish the **Permanent Account Number (PAN)** in their tender.

#### **4.0 MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

- 4.1 At any time after commencement of e-tender and before the closing of the event, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and the same will be intimated through corrigendum which can be downloaded from the bidders login.
- 4.2 If the tenderer raises clarifications in any of the terms and conditions stipulated in this Specification, he shall get it clarified from the Chief Engineer/ Distribution/Chennai North Region, TANGEDCO, 5A block, 1<sup>st</sup> Floor, 144, Anna Salai, Chennai -600 002.
- 4.3 The clarification sought by any tenderer before 48 Hrs of closing the submission of the tender will be replied.
- 4.4 If any tenderer raises clarifications subsequent to the opening of the Tenders, it is found that the doubt, about the meaning or ambiguity in the interpretation, if any of terms and conditions stipulated in this Specification are raised by the tenderer either in this tender or by a separate letter, the interpretation or clarification issued by the Chief Engineer/ Distribution/ Chennai North Region, TANGEDCO, Chennai - 2, on such of those terms and conditions of the Specification as may be raised by the tenderer shall be final and binding on the tenderer.
- 4.5 **The bidders who have downloaded the specification from the website shall ensure whether any clarification/ amendment is issued to the specification, before submission of their tender, by visiting the respective websites.**
- 4.6 All tender offers shall be prepared by typing or printing in the formats enclosed with this specification.
- 4.7 All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

#### **5.0 AMBIGUITIES IN CONDITIONS OF TENDERS:**

- 5.1 In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser may be taken without any reference to the Tenderer.
- 5.2 **ONLY MAIN CONTRACTOR/SUPPLIER 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.
- 5.3 **DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**  
The prices quoted should be on for Destination based delivery anywhere in Chennai North Region

## **6.0 QUOTATION OF RATES:**

6.1 Rates should be quoted in both figures (i.e. integers) and words. In case of ambiguity between rates in figures and words, lower of the two will be taken for tender evaluation.

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

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

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

## **8.0 INCOMPLETE TENDERS:**

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

## **9.0 TENDER OPENING:**

### **9.1 OPENING OF TECHNICAL & COMMERCIAL BID AND FINANCIAL BID:**

The Tender offers both **Technical & Commercial and Financial Bids** will be opened electronically at 15:00Hrs. on the due date by **the nominated members** at the Office of the Chief Engineer/ Distribution/ Chennai North Region, TANGEDCO, 5A, Block, 1<sup>st</sup> floor, 144, Anna Salai, Chennai - 600002 through **<https://tntenders.gov.in/>** in the presence of tenderer's authorized representative who may wish to be present on the date of opening.

9.2 If the last date of tender opening happens to be a declared holiday, the tenders will be opened electronically on the succeeding working day.

## **10.0 INFORMATION REQUIRED AND CLARIFICATIONS**

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

10.2 The TANGEDCO 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.

10.3 Prior to the detailed evaluation, the TANGEDCO will determine the substantial responsiveness of each offer to the Bidding Documents.

10.4 A substantially responsive offer is one which conforms to all the terms & conditions of the specification without any deviation.

10.5 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 TANGEDCO to the tenderers. **While the offers are under consideration, tenderer and/or their representatives or other interested parties are advised to refrain from contacting by any means, the TANGEDCO and/or TANGEDCO's employees/ representatives on matters related to the offers under consideration. Attempt by any tenderer to bring to**

**bear extraneous pressures on the Tender Accepting Authority shall be the sufficient reason to disqualify the tenderer.**

10.6 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 TANGEDCO for rejection of his offer. The TANGEDCO 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 TANGEDCO.

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

11.1 The tenders will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.

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

11.3 The offers of the bidders, who have stated to be previous supplier as a main supplier to TANGEDCO/ TANTRANSCO/TNEB will be considered for further evaluation , even though they have not submitted the copies of purchase orders or End user Certificate, etc., after ensuring with concerned purchase orders placing authorities.

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

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

11.6 The evaluation will be done based on all inclusive quoted by the bidders.

11.6.1 The amount of GST & percentage of GST shall be indicated in the offer. The rate of CGST, SGST and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN/SAC Code .

11.6.2 The evaluated price shall be arrived in compliance with the provision of GST on the transaction value i.e (Ex. works price) +GST. In case of import of goods would be treated as interstate supplies and would be subject to IGST in addition custom duty.

11.6.3 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 TamilNadu.

11.7 The rates quoted by the eligible lowest tenderer in the open tender 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 bidder who accept the rate shall be enlisted.

#### **11.8 PURCHASE PREFERENCE:**

Purchase preference will be extended to the Domestic enterprises, Government departments, Public Sector Undertakings, Statutory Boards and other similar institutions as per the provisions in 30-A & 30-B of Tamil Nadu Transparency in Tender Rules 2000.

##### **11.8.1 PURCHASE PREFERENCE TO DOMESTIC ENTERPRISES:**

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, upto twenty five percent of the total requirement in the procurement will be awarded to domestic enterprise, not being the lowest tender, in respect of only goods manufactured or produced or services provided or rendered by them, if the following conditions are satisfied- (a) the lowest tenderer is not a domestic enterprise; (b) the preferential award shall be extended only to the lowest tender among the domestic enterprises who are substantially responsive and technically qualified; and (c) Such domestic enterprise is willing to match the price of the lowest tender.

##### **11.8.2 PURCHASE PREFERENCE TO GOVERNMENT DEPARTMENTS, PUBLIC SECTOR UNDERTAKINGS, STATUTORY BOARDS AND OTHER SIMILAR INSTITUTIONS:**

In case of procurement of goods or services, where it is possible for the procuring entity to divide the award of tenders to more than one supplier or service provider, up to forty percent of the total requirement in the procurement will be awarded to Government departments, Public Sector Undertakings, Statutory Boards and other similar institutions as may be notified by the Government, in respect of only of goods manufactured or produced or services provided or rendered by them, if such tenderer is willing to match the price of the lowest tender.”

#### **12.0 VALIDITY:**

12.1 The tender offers shall be kept valid for acceptance for a period of **90 days** from the date of opening of offers. Offers with lower validity period are liable for rejection.

12.2 Further, the tenderer shall agree to extend the validity of the bids without altering the

substance and prices of their bids for further periods, if any, required by the TANGEDCO.

#### **13.0 RIGHTS OF THE TANGEDCO:**

13.1 After negotiation with the Tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.

13.2 Notwithstanding anything contained in this specification, the TANGEDCO reserves the right to :

- a) accept the lowest eligible tender .
- b) revise the quantities to the extent of +/- 25%.

- c) reject any or all the tenders or cancel without assigning any reasons thereof.
- d) to split the tender quantity and place orders on one or more than one firm to meet the delivery requirements.
- e) recover losses, if any, sustained by TANGEDCO, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The Security Deposit paid shall also be forfeited in such cases.
- f) to cancel the orders for not keeping up the delivery Schedule.
- g) In the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.
- h) After negotiation with the tenderer and before passing the order accepting a tender, if the tender accepting authority decides that the price quoted by such tenderer is high, the tender is liable for rejection.
- i) Relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the TANGEDCO.

13.3 The TANGEDCO 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 TANGEDCO ,the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.

#### **14.0 DEVIATIONS:**

14.1 The tenderer shall furnish, if there are any deviations in the technical and commercial terms as per schedule C & D 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 specified form, it will be construed that these are the only deviations and the tenderer is accepting all other terms of the specification and the offer will be taken for evaluation if the deviations are acceptable to TANGEDCO or otherwise the offer will be rejected.

14.2 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

14.3 No alternate offer will be accepted.

#### **15.0 BAR OF JURISDICTION:**

Save as otherwise provided in 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 any court and no injunction shall be granted by any court in respect of any action or to be taken by such officer or authority in pursuance of any power conferred by or under this act.

## **16.0 APPEAL:**

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

## **17.0 TENDER DOCUMENT :**

**“All the intending e-tenderers are informed 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 TANGEDCO” and also cancelling the award of Purchase orders issued to them.”**

## **18.0 INPUT TAX CREDIT:**

### **ITC UNDER TAKING:**

- 18.1 The bidders may be insisted to furnish a declaration to effect that as per sec 171 of CGST Act (i.e. ITC benefit), any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit has been passed on to TANGEDCO by way of commensurate reduction in prices and as such to declare that the bidder is extending Rs. /- of % as rebate in quoted price against input tax credit benefit.
- 18.2 Otherwise, it is also to declare that bidder do not have any input tax credit benefit on account of GST applicable against this job. If it is established that bidder have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.
- 18.3 In the event of eligible evaluated bidders submitting the declaration as nil ITC benefit, a certificate from Chartered Accountant has to be submitted certifying the same since the bidder may be ignorant of provisions of GST Act.

**SECTION V**  
**COMMERCIAL**

**1.0 SCOPE**

provision & Maintenance of 5Nos. 2Mbps Managed Leased line network along with modems between regional data centre to nodal points for a period of one year links in Chennai north Region for a period of 1 year

**2.0 DETAILS OF CONSTITUTION OF FIRM**

The tenderers shall furnish documentary evidence for the constitution of the firm such as Memorandum and Articles of Association, Partnership Deed etc. with details of Name, Address, Telephone, FAX Nos. Email, Electricity Board Service Connection No., etc. of the manufacturing plants.

**3.0 LEGAL STATUS OF THE FIRM**

The tenderers should furnish necessary document evidencing their legal status of the firm along with their offer.

**4.0 PLACING OF ORDERS:**

5.1 It is not binding on the TANGEDCO to accept the lowest or any tender.

5.2 The purchase order will be issued to the successful tenderer with all TANGEDCO's terms and conditions, duly indicating the approved unit rates.

**5.0 PRICE**

6.1 **The Tenderers are requested to quote FIRM price only in the BOQ template enclosed in the e-tender. The bidder shall download the same and upload after filling relevant columns. The BOQ template must not be modified/ replaced by the bidder, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and rates only.**

6.2 The Tenderers shall enter the Ex-works price and applicable rate of GST in percentage. The prices quoted should be "Unit All inclusive price" for delivery to TANGEDCO stores anywhere in Chennai North Region. **The price shall be entered on line(i.e) in the BOQ template available in the e-tender.**

6.3 It is the responsibility of the tenderer to make sure about the correct rates of taxes 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 TANGEDCO will not be responsible for the mistake.

6.4 The tenderer should quote their rates taking into account the (Input Tax Credit) ITC relief available to them on account of GST already paid. A certificate to this effect may be furnished along with the tender .

6.5 The tenderer shall indicate the Permanent Account No. and should enclose the details of PAN issued by Government of India, Income Tax Department and GSTIN number of the



firm with proof with the tender.

## **6.0 GOODS AND SERVICE TAX(GST)**

7.1.1 Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101st Constitutional Amendment Act, 2016. GST is an indirect tax system, commonly used by both the Central Government and the State/UT to final consumption with credit of taxes paid at previous stages available as set off. In a nutshell, only value addition will be taxed and burden of tax Governments on goods and services. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacture up is to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.

7.1.2 The GST to be levied by the Centre on intra-State supply of goods and /or services would be called the Central GST (CGST) and that to be levied by the States/ Union territory would be called the State GST (SGST)/UTGST. Similarly, Integrated GST (IGST) will be levied and administered by Centre on every inter-state supply of goods and services.

7.1.3 Any supplier of goods and service Provider of services who makes a taxable supply with an aggregate turnover of over Rs.20 lakhs in a financial year is required to obtain GST registration. In special category states, the aggregate turnover criteria are set at Rs.10 lakhs. In simple words every business whose taxable supply of goods or services under GST (Goods and Service Tax) and whose turnover exceeds the threshold limit of Rs. 20 lakhs / 10 Lakhs as applicable will be required to register as a normal taxable person.

7.1.4 GST Registration Number: TANGEDCO has migrated into GST regime on 15.06.2017 by duly uploading various mandatory data as required by the GST portal. The provisional ID issued to TANGEDCO is 33AADCT4784E1ZC. The details are also posted in TANGEDCO web portal.

7.1.5 GST Registration Number or GSTIN is 15 Digit identification number which is allotted to each applicant who applied for GST Registration. GST Number is completely based on the Pan Number and State code. First two digits represent the state code and another 10 digit represent the PAN number of the client, one digit represent the entity code (Like proprietorship or partnership etc), one digit is blank and last one is representing check digit.

7.1.6 Transaction Value: The value of supply of goods or services or both shall be the transaction value, which is the price actually paid or payable for the said supply of goods or services or both where the supplier and the recipient of the supply are not related and the price is the sole consideration for the supply. Sec 15(1) states that value of supply of goods and service shall be the transaction value i.e. the price actually paid or payable.

The conditions for accepting the transaction value are

- a) Supplier and the recipient of the supply are not related.
- b) Price is the sole consideration for the supply.

7.1.7 Composition Scheme: Composition scheme specifies that registered person whose

turnover in the preceding financial year is below certain specified limit (Currently RS.75 lakhs) may intimate the proper officer to pay in lieu of tax payable by him an amount calculated at such rate maybe specified.

Eligibility for composition scheme: Sec10(2) of the central Goods and Services Tax Act, 2017 states that the registered person shall be eligible to opt under sub- section (1), if-

- \* He is not engaged in the supply of services other than supplies referred to in clause (b) of paragraph 6 of Schedule II;
- \* He is not engaged in making any supply of goods which are not leviable to tax under this Act;
- \* He is not engaged in making any inter-State outward supplies of goods;
- \* He is not engaged in making any supply of goods through an electronic commerce operator who is required to collect tax at source under section 52; and
- \* He is not a manufacturer of such goods as may be notified by the Government on the recommendations of the Council.

7.1.8 Supply of Service and Goods: When there is a combined supply of many goods / services, it has to be determined whether it is a Composite supply or mixed supply of goods or services

7.1.9 COMPOSITE SUPPLY: A composite supply is one where all the goods or services or a combination has to be supplied together i.e., naturally bundled and there would be a Principal Supply that could be identified (Ex. Supply of Machinery with packaging, insurance and freight – the principal supply is machinery). In this case, the rate of principal supply will be applied on entire value.

7.1.10 MIXED SUPPLY: A mixed supply is one where the goods or services or a combination thereof which could be individually supplied (like Pizza and Coke) but sold together at a single price. In this case, the highest rate to the good in that mix is applied on all the goods. The GST shall be applicable at appropriate prevailing rates as notified by GST Act. In the event of delay in execution of contract, the GST rate prevailing on the scheduled period or on the actual date of execution, whichever is less only will be admitted.

7.1.11 The bidders should have registered under GST Act and furnish GSTIN. In the event of contractor is within TN, SGST & CGST shall apply and if the contractor is outside TN, IGST shall apply.

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

7.3 The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC)

- 7.4 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.
- 7.5 It is the responsibility of the tenderer to make sure about the correct rates of duty liveable 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 TANGEDCO 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.
- 7.6 Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.
- 7.7 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.
- 7.8 **Interest towards belated submission/payment of Security Deposit, Liquidated damages, Forfeiture of EMD and Security Deposit and any other recoveries in any is subject to applicable GST.**

#### **7.0 GST – E-Way Bill**

- 8.1 The Government of TamilNadu had notified that e-way bill is required to be generated for intra-state movement (within the state of TamilNadu) for consignment value exceeding Rs.1,00,000 with effect from 2nd June 2018. It may kindly be noted that E-Way bill on interstate movement of goods had been introduced with effect from 1st April 2018 and is required to be generated for movement of goods having consignment value exceeding Rs.50,000.(please refer webpage portal <http://ewaybillgst.gov.in> for procedure and generation of E-way bill).
- 8.2 **TDS under GST** is applicable for this tender and will be deducted @ 2% on each and every invoice of the contract as per section 51 of CGST Act 2017 notified by the Central Government Notification No. 50/2018 dt 13.9.18.
- 8.3 **GSTR-2A of TANGEDCO** will be verified to ensure the remittance of GST to Govt by the supplier in respect of this PO. If the GST remitted by the supplier is found lesser than that claimed from TANGEDCO, the excess GST paid by TANGEDCO will be recovered from the supplier, duly adhering regular procedures. The supplier is requested to file the GST returns promptly to avoid delay in processing / Payment of invoices. In case of non-filing of GSTR1 by supplier the SD,EMD and other payments , if any due to the supplier may be withheld.

#### **In view of the introduction of Sec 194Q, 206 AB and 206CCA by the Finance Act2021 from 1st July 2021, the following clauses are added in the tender specification:-**

- a) Any person, being a buyer, who is responsible for paying any sum to any resident for purchase of goods of value (or) aggregate value exceeding Rs.50 lakhs in any previous year, shall, at the time of credit of such sum to the account of the seller (or) at the time of payment, whichever is earlier, shall deduct an amount equal to 0.1% of such sum exceeding Rs.50 Lakhs as TDS under Section-194Q of IT Act. The supplier of goods is required to

furnish the PAN to TANGEDCO for making the payment. In case the suppliers do not have PAN, TANGEDCO is required to deduct tax at higher rate as per the provisions of section 206AA. In case of specified person i.e., Any person who has not filed Income Tax return for two previous years immediately before the previous year in which TDS is required to be deducted and the time limit for filing of income tax return u/s 139(1) of the Income Tax Act, 1961 has expired provided the total TDS & TCS in INR is Rs.50,000 (or) more in each of the two previous years the TDS rate u/s 14Q will apply at higher rate u/s.206AB.

- b) The provisions of this section shall not apply to the transactions on which tax is deductible under any other provisions of the Income Tax Act 1961 and also on the transactions in which Tax is collectible under the provisions of Section 206C.
- c) On purchase of goods/materials, TANGEDCO shall have the primary and foremost obligation to deduct Tax at source and no tax shall be collected on such transaction u/s.206C(1H). TDS u/s 194Q is also applicable on the Advance paid for purchase of goods.
- d) In case of works contract wherein supply and erection portions are separable, the value of supply of goods exclusive of GST will be subject to deduction of TDS under section 194Q. On the other charges i.e. erection, testing, commissioning and maintenance charges, TDS under section 194C will apply and hence TDS u/s 194Q will not apply
- e) The above provisions comes into effect from 01.07.2021 onwards and hence no TCS under Section 206C(1H) has to be paid by TANGEDCO on purchase of Goods. Accordingly, TANGEDCO will deduct TDS under section 194Q on all the purchase of goods exceeding the threshold limit i.e. aggregate credit (or) payment exceeds Rs.50 Lakhs. It is mandatory for vendor to submit the declaration format in Annexure A to determine the applicability of TDS rate u/s 206 AB.
- f) In case any procurement of goods/materials are made by TANGEDCO from overseas supplier and the payment is not taxable to the overseas supplier in India, the TDS under section 194Q will not apply.

## **8.0 INCOME TAX**

Applicable Income tax deduction as per the rule in force will be deducted from the bill every month. The tenderer should furnish the Permanent Account Number (**PAN**) in their offer without fail.

## **9.0 CONTRACT PERIOD**

The contract is for a period of 1 year from the date of execution of agreement.

**10.1 The TANGEDCO reserves the right to reduce or extend the period of contract if necessary at the same rate and terms & condition.**

**10.2 The TANGEDCO reserves the right to increase or decrease the Quantity mentioned in schedule-A of contract if necessary at the same rate and terms & condition @ +/- 25%**

**10.3 TANGEDCO has the right to discontinue the contract at any time based on needs with prior notice to the contractor.**

## **10.0 EXECUTION OF CONTRACT**

10.1 The vendor shall execute an agreement for the fulfillment of the contract on Rs.80/- non-judicial stamp paper in the model form enclosed as per **Schedule-I (FORM OF CONTRACT)** within **seven days** from the date of acceptance of the contract order.

10.2 The incidental expenses of execution of agreement shall be borne by the vendor.

10.3 The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the TANGEDCO and recovery of any consequential losses from the Vendor

## **11.0 FOREFEITURE OF SECURITY DEPOSIT**

If the Contractor fails to sign the contract or after signing the contract, fails to perform any contractual obligation, his Security Deposit mentioned in the clause 6.0 of section-V will be forfeited by TANGEDCO.

## **12.0 INSURANCE:**

Contracting firms shall arrange insurance for the equipment and all its accessories being supplied by them, through any of the Nationalized Insurance Companies. The equipment shall be insured to cover transport (from Warehouse) and 60 days storage risk at site. The damages, if any, during transit will be reported within 30 days of receipt of materials. 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, Underwriters/Carriers.

## **13.0 COMPLETION PERIOD**

13.1 The connectivity shall be provided within 15 days from the date of receipt of Contract order by the firm.

13.2 Offer with lesser completion period for establishing connectivity will be preferred.

13.3 TANGEDCO also reserves the right to cancel the order if the completion period is not kept up, without any further notice to the contractor.

13.4 TANGEDCO will be at liberty to cancel the order if the provision of bandwidth is not made as specified in the indent, notwithstanding its right to claim liquidated damages for the belated completion and the non-provision of bandwidth as on the date of cancellation. The defaulting contractors will be liable to pay to TANGEDCO in addition to the liquidated damages for delay, the actual difference in price whenever TANGEDCO orders the delayed provision of bandwidth to be executed by other agencies at higher rate.

13.5 TANGEDCO reserves the right to revise this completion period depending on the actual requirement at the time of placing the purchase order.

13.6 The actual date of provision of bandwidth will be reckoned as the date of completion of activity for the purpose of calculation of liquidated damages in respect of delivery of that material.

13.7 The completion period will not normally be extended. Hence all efforts shall be taken to provide bandwidth within the contractual completion period

#### **14.0 NETWORK UP-TIME TIME ASSURANCE PERCENTAGE**

The network uptime shall be up to 98% quarterly.

#### **15.0 PENALTY FOR THE DOWN TIME**

15.1 The port uptime shall be up to 98% quarterly. Penalty will be calculated on quarterly basis as below.

- \* For the purpose of uptime calculation, one day will be counted as 12 hrs. duration (8.00 hrs to 20 .00 hrs) on all days.**

##### **15.2 Penalty for the down time of 2Mbps Leased Line links:**

(Based on Purchase Order Value)

- If the up time is between 98% to 97% quarterly, 1% per month of contract price of individual Managed Leased Line link, shall be recovered from the bill.
- If the up time is 97% to 96% quarterly, 2% per month of contract price of individual Managed Leased Line link, shall be recovered from the bill.
- If the up time is 96% to 95% quarterly, 5% per month of contract price of individual Managed Leased Line link, shall be recovered from the bill.
- For the downtime below 95% quarterly, penalty will be Rs.1000/-hour of downtime shall be recovered from the individual contract price of individual Managed Leased Line link,.

15.3 TANGEDCO reserves the right to terminate the order in the event of unsatisfactory performance and claim damages for non-fulfillment of contract.

**15.4 This penalty is applicable in addition to LD clause stipulated.**

15.5 The penalty will attract GST.

## **16.0 PAYMENT**

16.1 95% payment shall be made for each quarter will be released by cheque after deducting applicable Liquidated Damage and penalty for 'Down time' as per clause 15.0 and 19.0 respectively. Balance 5% payment will be made within a reasonable time after completion of the contract successfully

16.2 TANGEDCO will not pay interest on delayed payment on any account.

16.3 The payment will be made by The Superintending Engineer/CEDC/ North, 144, Anna salai, Chennai 600 002 by cheque on any of the Nationalised Banks or its branches in Tamil Nadu. Any bank commission will have to be borne by you.

16.4 The Bills for payment will be passed only after the approval/acceptance of the followings.

- a) Security Deposit cum Performance Guarantee for 5% value of the order.
- b) Undertaking towards Jurisdiction for legal proceedings in a non-judicial stamp-paper of value Rs.80/-
- c) Declaration towards input tax credit benefits in non-judicial stamp-paper not less than Rs.80/-should be supported with certificate of Chartered Accountant.
- d) Declaration towards the employer contribution in respect of EPF will be availed from PMRPY or it would be borne by the employer/contractor as the case may be in non-judicial stamp paper not less than Rs.80/-should be furnished.

## **17.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

17.1 The Successful tenderer will have to pay a Security Deposit cum Performance Guarantee @ 5% of the total value of the Contract /P.O inclusive of E.M.D. already paid. The balance shall be remitted in the form of electronic mode of payment/ D.D./ Banker's Cheque/ Pay Order/ Irrevocable Bank Guarantee . The Government of India /Government of Tamil Nadu Undertakings / Enterprises also have to pay the 5% of the total value of the contract / P.O for Security Deposit cum Performance Guarantee.

Note i) The Security Deposit cum Performance Guarantee shall be in the form of electronic mode of payment / Demand Draft / Banker's Cheque or Pay Order only for the value of P.O. upto Rs.10 Lakhs.

17.2 The successful tenderer will have to furnish 5% of order value as Security Deposit cum Performance Guarantee in the form of electronic mode of payment or DD or Banker's Cheque or irrevocable Bank guarantee as detailed below.

17.3 Irrevocable Bank Guarantee will be accepted towards payment of Security Deposit cum

Performance Guarantee for the value of Purchase order exceeding Rs.10 lakhs. In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee to 5% of the order value. It should be a single Bank Guarantee valid for entire period of contract. In case of extension of contract, the Security cum Performance Bank Guarantee should be extended suitably.

17.4 Banker's Cheque or Pay Order/Demand Draft/Irrevocable Bank Guarantee will be accepted towards payment of Security Deposit cum Performance Guarantee for the value of Purchase order exceeding Rs.10 lakhs. In case of irrevocable Bank Guarantee, it should be a single Bank Guarantee to 5% of the order value.

17.5 The Security Deposit cum Performance Bank Guarantee shall be returned to the supplier/contractor after the completion of the contract after ensuring that defects/ damages during the guarantee period are rectified/ replaced. 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/contractor to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit cum Performance bank guarantee and such amount that is appropriated will not be refunded to the supplier/contractor.

17.6 The successful tenderer will have to furnish the Security Deposit cum Performance Guarantee in the form of electronic mode of payment or DD or Banker's Cheque or irrevocable Bank guarantee within 30 days from the date of receipt of P.O. The security deposit cum Performance Bank Guarantee will not carry any interest. In the event of failure to remit security deposit within the prescribed period, EMD shall be forfeited and order will be cancelled. The award may be made to L2 tender. The belated payment of security deposit/ belated submission of irrevocable Bank Guarantee shall not be accepted.

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

## **18.0 FORCE MAJURE**

- a. If at any time, during the continuance of the contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the TANGEDCO within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract nor shall any claim for damages against the other in respect of such non performance or delay in performance and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.
- b. Provided that if the performance in whole or part by the supplier on any obligation



under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANGEDCO may at its option terminate this contract by a notice in writing.

## **19.0 LIQUIDATED DAMAGES**

19.1 The execution of contract as specified should be guaranteed by the service provider under the Liquidated Damages Clauses given below:

19.2 If the contractor fails to complete the activities within the time specified or any extension thereof, the purchaser shall recover from the contractor as liquidated damages, a sum of one half of a percent (0.5%) of the order value for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the total order value. Liquidated damages will also be recovered if the services are not provided.

19.3 If activities to be rendered against this Purchase Order are completed by the service provider beyond the Completion Period and if they are accepted by the TANGEDCO, such acceptance is without prejudice to the TANGEDCO's rights to levy liquidated damages for the delay in completion.

19.4 The TANGEDCO will also be at liberty to cancel the order if the activities are not completed as per the completion period notwithstanding its right to claim liquidated damages for the belated completion and incompleteness of the activities as on the date of cancellation.

19.5 If there is any downward trend in prices on account of belated completion the service providers have to accept the same with the levy of liquidate damages for belated completion.

19.6 The defaulting service providers will be made liable to pay to the TANGEDCO in addition to liquidated damages for delay, the actual difference in price, wherever TANGEDCO 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.

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

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

## **20.0 EFFECTING OF RECOVERIES**

TANGEDCO is empowered:

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

## **21.0 FAILURE TO EXECUTE THE CONTRACT**

Suppliers failing to execute the order placed on them to the satisfaction of the TANGEDCO under terms and conditions set forth therein, will be liable to make good the loss sustained by the TANGEDCO, 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 Liquidated Damages and forfeiture of security deposit. Failure to execute the contract within stipulated time the tenderer will be recommended for black listed by giving due notice.

## **22.0 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.

## **23.0 JURISDICTION FOR LEGAL PROCEEDINGS**

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

## **24.0 ARBITRATION ACT NOT TO APPLY**

The TANGEDCO 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 DEVIATIONS FROM SPECIFICATION**

If the tenderer wish to deviate from the provisions of this specification, he shall list out such deviations, in the format enclosed and submit full particulars and reasons therefore. Unless this is

done, the equipment offered shall be considered to comply, in every respect within the terms and conditions of this specification.

#### **26.0 RESPONSIBILITY**

The tenderer is responsible for safe delivery of the materials at the destination stores. The tenderer should include and provide for packing and secured protection of the materials so as to avoid damages or loss in transit.

The ownership of the materials will rest with the supplier till they are delivered at the destination stores in good condition as per despatch instructions.

#### **27.0 INTERCHANGEABILITY**

All similar parts and removable parts of similar items shall be interchangeable with each other.

#### **28.0 QUANTITIES**

The quantities mentioned in this specification are only tentative. The purchaser reserves the right to revise the quantities to the extent of +/- 25%.

#### **29.0 CLIMATIC CONDITIONS**

The materials are for use in Tamil Nadu and should be satisfactory for operation under tropical conditions in Tamil Nadu.

#### **30.0 PAST PERFORMANCE**

The intending tenderers shall attach the documentary evidence with details of various supply orders for supply of tendered items executed by DISCOMS/Power Utilities/ Government Undertakings / Public Sector Undertakings / State (or) Central Government Banks during the last ten years as on the date of tendering in the proforma enclosed to the Tender Specification and also shall attach the performance certificate from the end users. 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 tenderers in future. Tenders submitted by the tenderers without these accompanying details of their past performance are liable for rejection.

#### **31.0 SICK INDUSTRIAL UNITS**

Tenderers are requested to state whether the company is a potentially sick industrial company or sick industrial company in terms of section 23 (or) 15 of the Sick Industrial Companies (Special provision) Act 1985. Failure to furnish the information will make the tender liable for rejection.

#### **32.0 EPF & ESI**

The Contractor who desires to take up works contracts for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated under EPF & ESI Act. (**Annexure – IV**)

### **33.0 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.

### **34.0 ELECTRICITY RULES**

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act 2003.

### **35.0 MATERIALS AND WORKMANSHIP**

35.1 All materials, equipments and spare parts thereof shall be new, unused and originally coming from manufacturer's plant to the destination stores. Those including used, rebuilt or overhauled materials / equipments will not be accepted.

35.2 All the materials shall be of best class and capable of satisfactory operation in the tropics with humid atmospheric condition. Unless otherwise specified, they shall conform to the requirements of appropriate Indian Standards. Where these are not available, IEC and American/British Standards shall be followed.

35.3 The equipments should be designed to facilitate inspection and repair and to ensure satisfactory operation under atmospheric conditions prevailing at site and under sudden variations of load and voltages as may be met with under working conditions in the system including those due to faulty synchronizing and short circuits within the rating of the apparatus.

35.4 The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment.

35.5 All the equipments should operate without undue vibration and with the least practicable amount of noise.

**SECTION –VI**  
**TECHNICAL**

SPECIFICATION NO: CED/CNR/E. /2021-22

**1.0 CONNECTIVITY**

1.1 In Project 'BEST', the Computerization of LT Billing, Collection and Accounting, in the Chennai North Region has been established and working since 01.07.2006. The Regional Data Centre is connected to the Chennai HQs through leased line / VPN network.

1.2 The existing 5Nos. 2MBPS Managed leased Line Network along with modem arrangement between Nodal points and Regional Data Centre is described below and the network diagram is enclosed in the **ANNEXURE – I.**

1.3 Managed Leased Lines between Regional Data Centre and Nodal points are connected in Ethernet ports and the Nodal points are connected in serial ports (18 Pins) of the routers as detailed below

Sl No.	Circuit Working Between		Modem Output interface ports
	End - 'A'	End - 'B'	
1	Anna Salai	T.Nagar	Ethernet
2	Anna Salai	Tondiarpet	Ethernet
3	Tondiarpet	Ponneri	Serial
4	T.Nagar	Ponneri	Serial
5	Anna Salai	Ponneri	Ethernet

1.4 In collection centers LAN has been provided with Cat-6 UTP cable, standard I/O box and jack panel (wherever required).

1.5 All the Collection Centers have been connected with minimum 256 Kbps RF network bandwidth data channel, with nodal point through Leased line connectivity or RF connectivity. The location wise address details are furnished in **ANNEXURE- II.**

1.6 Number of collection centers / Section Offices, Sub – Division & Revenue Branch of Division Offices is aggregated with one nodal point.

1.7 The nodal point is then connected to the Regional Data Centre with required bandwidth. This nodal point has been provided with sub-core router.

1.8 The connectivity between collection centre and nodal point is star type.

1.9 The End-to-End connectivity of the Leased Line must be either Wired / OFC.

## **2.0 THE DATA FLOW IS AS FOLLOWS**

2.1 The operating system is Red Hat Linux and database is Oracle 11G.

2.2 LT Billing software (Application software) is written in PHP exclusively for TANGEDCO.

2.3 All master data resides in the Regional Data Centre.

2.4 The assessment details are keyed into Regional Data Centre directly.

2.5 During collection period, the Assessors send the request for details about the payment due.

2.6 The same is fetched from Regional Data Centre and displayed.

2.7 On collection the same is updated at the Regional Data Centre.

2.8 Each collection centre has one PC exclusively for acting as local data storage machine.

2.9 If primary and back up link fails and Regional Data Server is not available, the above PC is being utilized for all transactions.

2.10 These data are updated at the Regional Data Centre subsequently.

## **3.0 SECURITY POLICY TO BE FOLLOWED DURING THE CONTRACT PERIOD**

3.1 All the security measure should be taken as per the ISO 17799 Information Technology Security Standards.

3.2 Confidentiality should be maintained.

3.3 The Data Channel and Leased line Links should not be used for any other purposes.

3.4 The Vendor should take responsibility, for any information loss and security challenge.

3.5 All hardware and Software shall be secured and the entire password shall be under the control of TANGEDCO. Any maintenance / repair works shall be carried out only in the presence of TANGEDCO (Competent Authority).

#### 4.0 **BREAKDOWN MAINTENANCE**

4.1 Users complaints should be recorded in a Call register and unique case id should be given, on a daily basis.

4.2 The calls should be attended immediately after prioritizing the calls according to the severity of the problem. The case ids should be closed on the same day itself.

4.3 If any of the problems is not attended on the same day suitable replacement should be arranged immediately.

Sd/-  
CHIEF ENGINEER/DISTRIBUTION  
CHENNAI NORTH REGION

**SCHEDULE - A**  
**SCHEDULE OF PRICES**  
 SPECIFICATION NO: CED/CNR/E. /2021-22

Sl. No	DESCRIPTION	PRICES OFFERED in RS							
		Quantity	Ex-Works	EPF	ESI	Sub-Total	GST	Unit FOR(D) Price Col.(6+7)	Total (Col.2 x Col.8)
		1	2	3	4	5	6	7	8
1.0	<b>Bandwidth Charges for 2Mbps MLLN Between "A" END and "B" END for period of one year</b>								
1.1	2Mbps MLLN Band Width charges between "A" END (TNEB HQ - RAPDRP Data Centre, Ground Floor, NPKRR Maaligai Complex, 144, Anna Salai, Chennai-600 002. Telephone No.: 044-28521166) and "B" END (No.:41, Thanikachalam Road, T.Nagar, Chennai-17 Telephone No.: 044-24341101)	1							
1.2	2Mbps MLLN Band Width charges between "A" END (TNEB HQ - RAPDRP Data Centre, Ground Floor, NPKRR Maaligai Complex, 144, Anna Salai, Chennai-600 002 Phone No.: 044-28521166) and "B" END (O/o 33/11 KV, SS Complex, 260, Tondiarpet DHR, Opp Time Clock, Chennai – 21, Telephone No.: 044-25971299)	1							
1.3	2Mbps MLLN Band Width charges between "A" END (O/o 33/11 KV, SS Complex, 260, Tondiarpet DHR, Opp Time Clock, Chennai – 21. Telephone No.: 044-25971299) and "B" END (O/o. 33/11 KV SS Complex Vembakkam, Ponneri, Telephone No.: 044-27974117)	1							
1.4	2Mbps MLLN Band Width charges between "A" END (No.:41, Thanikachalam Road, T.Nagar, Chennai-17, Telephone No.: 044-24341101) and "B" END (O/o 33/11 KV SS Complex Vembakkam, Ponneri, Telephone No.: 044-27974117)	1							
1.5	2Mbps MLLN Band Width charges between "A" END (TNEB HQ - RAPDRP Data Centre, Ground Floor, NPKRR Maaligai Complex, 144, Anna Salai, Chennai-600 002 Phone No.: 044-28521166) and "B" END (O/o 33/11 KV SS Complex Vembakkam, Ponneri, Telephone No.: 044-27974117)	1							
2.0	<b>Modem Rental Charges for 2Mbps MLLN along with Modem Between "A" END and "B" END for period of one year</b>								
2.1	Modem Output interface with Ethernet ports for the locations mentioned in the Sl.No.1.1, 1.2 & 1.5	6							
2.2	Modem Output interface with Serial ports for the locations mentioned in the Sl.No.1.3, & 1.4	4							

**SCHEDULE - B**



## SCHEDULE OF COMMERCIAL TERMS

1.		Material	:	Provision and Maintenance of 2Mbps Managed Leased Lines Network along with Modems between Regional Data Centre to Nodal Points for a period of 1 year
2.	a.	Quantity		Provision & Maintenance of following 5Nos. 2Mbps Band Width Managed Leased line links along with Modem for the following location.  Sl No                      Circuit Working Between End - 'A'                      End - 'B'  1                      Anna Salai                      T.Nagar 2                      Anna Salai                      Tondiarpet 3                      Tondiarpet                      Ponneri 4                      T.Nagar                      Ponneri 5                      Anna Salai                      Ponneri
	b.	Quantity offered	:	
3.		Delivery period required	:	To connectivity shall be provided <b>within 15 Days</b> from the date of receipt of purchase order
4.		Delivery period offered	:	
5.		Whether agreeing to stipulated payment terms of the TANGEDCO	:	
6.		Whether agreeing to the stipulated Liquidated Damages clause of the TANGEDCO.	:	
7.		Whether agreeing to the stipulated Security Deposit clause of the TANGEDCO.	:	
8.		Whether agreeing to the stipulated Validity period.	:	
9.		Whether the firm is a sick Unit as indicated in the specification.	:	
10.		Whether CENVAT benefits taken into account while quoting.	:	

NOTE: SAY "YES or NO" to above . IF "NO", INDICATE YOUR TERMS.

COMPANY SEAL:

SIGNATURE :

DESIGNATION :

DATE:

**SCHEDULE - 'C'**

### **DEVIATION FROM TECHNICAL SPECIFICATION**

All Technical Deviations from the Specification shall be filled in by the Tenderer, Clause by clause, in the Schedule

-----		
--		
SECTION NO.	CLAUSE NO.	DEVIATION
-----		
--		

-----  
--

The tenderer hereby certify that the above mentioned are the only deviations from the technical Specifications and conforms to the Specification in all other respects.

COMPANY SEAL:

SIGNATURE :  
DESIGNATION :  
COMPANY :  
DATE :

**SCHEDULE - 'D'**

### **DEVIATION FROM COMMERCIAL SPECIFICATION**

All Deviations from the Commercial terms shall be filled in by the Tenderer, Clause by Clause, in this Schedule

SECTION NO.	CLAUSE NO.	DEVIATION
-------------	------------	-----------

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

COMPANY SEAL :

SIGNATURE :  
DESIGNATION :  
COMPANY :  
DATE :

**SCHEDULE - 'E'**

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

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

COMPANY SEAL :

SIGNATURE :  
DESIGNATION :  
COMPANY :  
DATE :

**SCHEDULE - 'F'**

## DECLARATION FORM

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

To  
The Chief Engineer / Distribution,  
Chennai North Region  
TANGEDCO  
5 A Block, First Floor,  
144, Anna Salai, Chennai - 600 002.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No& Description of material/work :-----

Dear Sirs,

- 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 Price Bid.
- 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 earnest money deposit absolutely.
- 6) We hereby guarantee the particulars entered in the schedule attached to the Specification.
- 7) Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section - 15 of the Sick Industrial Companies (Special Provisions) Act 1985.

Yours faithfully,

PLACE :  
DATE :  
COMPANY SEAL :

SIGNATURE :  
DESIGNATION :

**SCHEDULE – ‘H’**  
**UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS**

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

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

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

AND WHEREAS in accordance with clause ..... of the above said  
purchase order certain terms were stipulated for the above supply.

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

IN CONSIDERATION of the TANGEDCO having agreed to accept the undertaking the  
Contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this  
contract shall be instituted in any court, save in the High Court, Madras, City Civil Court at Chennai or at the  
Court of small causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or  
proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of  
cause of action might arise within the jurisdiction of any of the courts in Tamil Nadu and rest within the  
jurisdiction of Courts outside the Tamil Nadu, then it is agreed to between the parties that such suit or  
proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside the State of  
Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction  
of such Courts.

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

SIGNATURE  
NAME IN BLOCK LETTERS

SEAL OF THE COMPANY

WITNESS

- 1.
- 2.

## SCHEDULE – ‘I’

### FORM OF CONTRACT

(To be executed by the successful bidder who has been awarded the contract in non-judicial stamp paper of value not less than Rs.80/-)

This Contract entered into this \_\_\_\_ day of \_\_\_\_ 2021 at ----- between TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LTD being the service recipient hereinafter referred to as the TANGEDCO (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s. \_\_\_\_\_ the successful Bidder hereinafter referred to as ‘The Vendor’ (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the second part.

Whereas the TANGEDCO and the Vendor, in pursuance thereof have arrived at the following terms and conditions:

1. This Contract will come into force from the date of signing and shall remain in force during the Contract period of One year commencing from the date of commencement of contract. In the event of any breach of terms and conditions of the contract at any time on the part of the Vendor, the contract shall be terminable by the TANGEDCO without any compensation to the Vendor.
2. The Vendor agrees for Provision and Maintenance for 5Nos. 2Mbps Managed Leased Lines Network along with Modems between Regional Data Centre to Nodal Points for a period of 1 year as detailed in the tender document prescribed by the TANGEDCO at an all inclusive rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per the list in this contract which will form the part of this Contract. This rate is firm and is not subject to enhancement on any ground, during the contract period.
3. The rate for the contract as detailed in this contract includes GST, EPF, ESI, and such other charges and levies that may be applicable from time to time.
4. The goods or materials to be supplied under this contract are to be of the quality and of the specifications as specified in the tender document.
5. The goods or materials are to be installed at the place specified by the TANGEDCO without any extra cost in such quantities or numbers contained in the tender document.
6. Documents such as operation manuals shall be made available in the centres at all times during the contract period, if applicable.
7. The equipments supplied by the Vendor under the contract shall not be taken away from the site during/ after the contract period. However, for any replacement /repair necessitated as part of the contract commitments, the equipment may be taken out under **proper authorization by the TANGEDCO** and shall be carried out by the Vendor within 7(seven) days.

8. If the contract is not effected as per specifications or even after 2 weeks beyond the period specified in the tender document, the TANGEDCO shall have the full authority to terminate the contract, forfeit the Security Deposit of the Vendor and take any such action that will be deemed fit in the circumstances at the risk and cost of the Vendor.
9. The Vendor shall use only licensed versions of the software for each of the equipments/systems.
10. The materials/Spares shall be guaranteed for a period of 12 months from the date of supply (or) 9 months from the date of commissioning whichever is later against manufacturing defects, poor workmanship, bad quality of raw materials used and faulty designs.
11. If any manufacturing or other technical defect is found during the contract period, the same will have to be rectified or material/parts replaced free of cost by the Vendor.
12. During the contract period, the Vendor agrees to arrange for an alternate/standby material for replacing the defective one, if the defective equipment could not be rectified within 24 hrs. If uptime is not maintained as per the contract, the Vendor shall be liable for penalty as annexed to the tender documents. The decision of the Competent authority of the TANGEDCO in this regard as to the functioning of the systems shall be final. If the equipments are continue to be non-functional for a period exceeding 24 hours, **the TANGEDCO shall have the right to make alternative arrangement at the risk and cost of the Vendor.**
13. All statutory obligations/liabilities like Salary, ESI, EP.F., as per Labour Laws for the manpower employed for this contract will be the responsibility of the Vendor.
14. The persons appointed by the Vendor should report to the competent authority about their call logs and report other matters connected with the functioning of the MLLN circuits.
15. The persons employed by the Vendor will have no right in any manner to claim any benefits/ rights with the TANGEDCO. They shall be well behaved and compliance thereof will be the responsibility of the Vendor.
16. The equipments should not be **changed/ transferred without the knowledge of the competent authority during the contract period.**
17. The guarantee under this contract will cover all the materials and goods supplied by the Vendor irrespective of the fact whether these have been manufactured by the Vendor or not.
18. The Vendor should provide the TANGEDCO with a list of equipment available at all the sites as part of the fulfillment of this contract which shall be maintained in good working condition till the end of the contract period.
19. The Contract or any part share of interest in it shall not be transferred or assigned by the Vendor directly or indirectly to any person or persons whomsoever without the prior written consent of the TANGEDCO.
20. Neither the TANGEDCO nor the Vendor shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
  - (a) Natural phenomena including but not limited to earthquakes, drought, floods and epidemics.



- (b) Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared, embargoes, licensing control on production or distribution restrictions.
- (c) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipments etc.
21. The Vendor herein shall indemnify the TANGEDCO against any loss, damage, expense, costs etc. that the TANGEDCO may have to incur by reason of any omission/ commission, in this regard by the Vendor.
22. The tender notice No.E /18-19 along with the enclosures, the detailed final offer of the Vendor and the letter of acceptance of the tender respectively will form part of this contract. Wherever the offer conditions furnished by the Vendor are at variance with conditions of this contract or conditions stipulated in the tender document, the latter should prevail over the offer conditions furnished by the Vendor.
23. Unless otherwise provided in the contract any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Vendor to the TANGEDCO at their respective addresses and set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent shall be deemed to be sufficiently served.
24. Any notice to the Vendor if given or left in writing at their usual or last known place of abode or business shall be deemed to be sufficiently served.
25. In case of breach of any of the conditions of the contract by the Vendor during the contract period the TANGEDCO reserves the right to recover costs/ liabilities arising due to such breach.
26. This contract is subject to the jurisdiction of High court at Chennai.

For and on behalf of

TANGEDCO

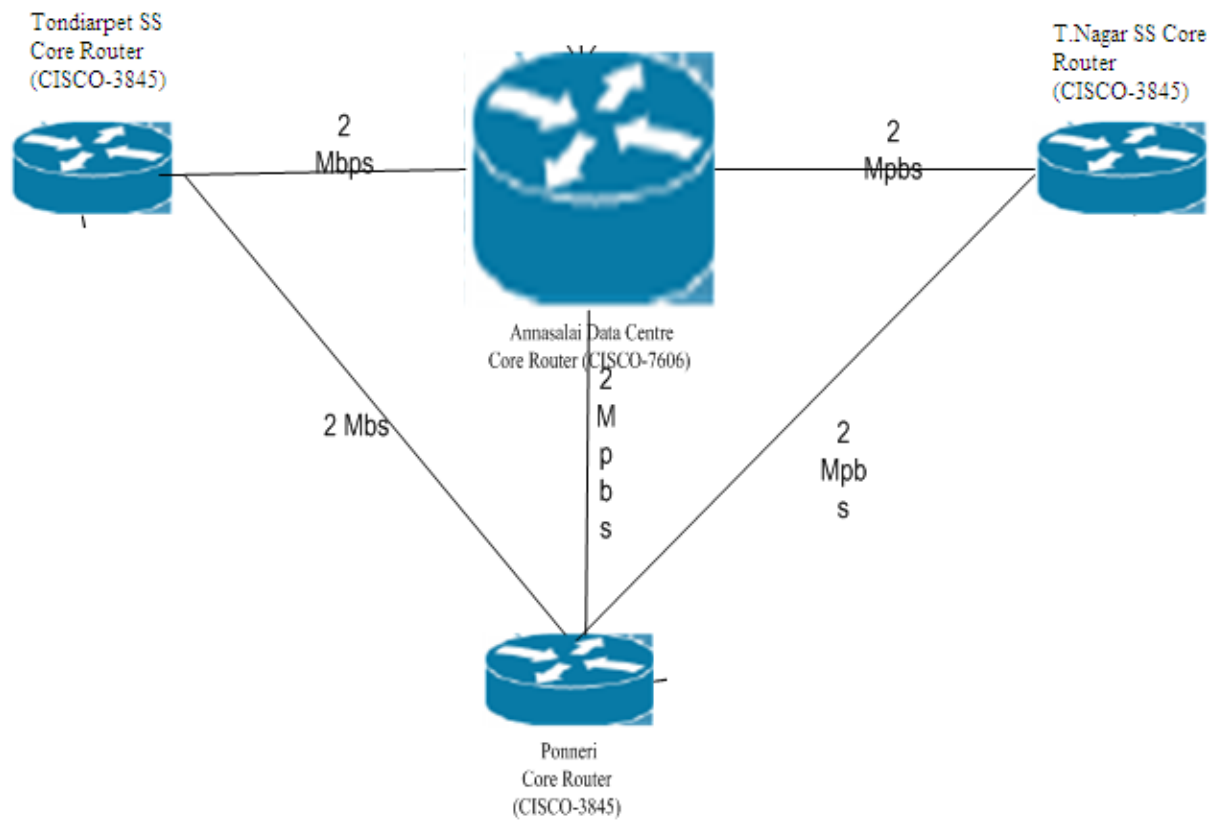
VENDOR

Witnesses:

- 1.
- 2.

## **ANNEXURE –I**

### **PROPOSED MANAGED LEASED LINES CONNECTION DIAGRAM**



## **ANNEXURE –II**

### **LOCATIONS AT WHICH MANAGED LEASEDLINES TO BE PROVIDED AND MAINTAINED IN RESPECT OF CHENNAI NORTH REGION**

<b>Sl.No</b>	<b>"A" End (Address with Phone No.)</b>	<b>"B" End (Address with Phone No.)</b>	<b>Band width</b>
1	TNEB HQ-RAPDRP Data Centre, Ground Floor, NPKRR Maaligai Complex, 144, Anna Salai, Chennai- 600 002. Telephone No.: 044-28521166	No.:41, Thanikachalam Road, T.Nagar,Chennai-17 Telephone No.: 044-24341101	2 Mbps
2	TNEB HQ-RAPDRP Data Centre, Ground Floor, NPKRR Maaligai Complex, 144, Anna Salai, Chennai- 600 002 Phone No.: 044-28521166	33/11 KV, SS Complex, 260,Tondiarpet DHR, Opp Time Clock, Chennai – 21. Telephone No.: 044-25971299	2 Mbps
3	33/11 KV, SS Complex, 260,Tondiarpet DHR, Opp Time Clock, Chennai – 21. Telephone No.: 044-25971299	33/11 KV SS Complex Vembakkam, Ponneri Telephone No.: 044-27974117	2 Mbps
4	No.:41, Thanikachalam Road, T.Nagar,Chennai-17 Telephone No.: 044-24341101	33/11 KV SS Complex Vembakkam, Ponneri Telephone No.: 044-27974117	2 Mbps
5	TNEB HQ-RAPDRP Data Centre, Ground Floor, NPKRR Maaligai Complex, 144, Anna Salai, Chennai- 600 002 Phone No.: 044-28521166	33/11 KV SS Complex Vembakkam, Ponneri Telephone No.: 044-27974117	2 Mbps

## **ANNEXURE –III**

### **EXISTING NETWORK EQUIPMENTS & THEIR SPECIFICATIONS**

## **1. HIGH END ROUTER WITH NETWORK MANAGEMENT SOFTWARE AT DATA CENTRE/TANGEDCO/HEAD QUARTERS**

**Basic Chassis:** (CISCO ASR 1002X -Rack mount model)

Router with redundant supervisor processors, redundant power supplies, redundant cooling arrangements with USB Flash Memory (1GB) for loading latest networking operating system and software for Maintenance & Management and maintain all configurations.

## **2. SPECIFICATION FOR 42 U SIZE RACK**

### **Dimension :**

Height	- 42 U (2010MM)
Width	- 600 MM
Depth	- 900 MM

### **Material and Finishing:**

Steel and Powder coated light grey colour

### **Doors and side closers:**

1. Front door with toughened tinted glass
2. Rear steel door with venting options
3. Side removable steel closers
4. Removable ventilated steel cover for Bottom & Top.

### **Cable Management accessories :**

#### **Power**

1. Data - fiber optic cable
2. Data - Ethernet cable
3. Others.

#### **AC Main Power panel:**

- 1 20 Nos. 5 Amps 3 pin Power sockets with common switch control.
- 2 Power panel is provided with spike busters

#### **Earth continuity kit :**

- 9 Rack is provided with earthing for all equipments.

#### **Cooling system :**

- 4 Cooling fans fitted in the required tray with electronic controller.

**Bottom stand :**

- 1 Adjustable Leveling legs - 4 Nos.
2. Castors without brakes - 4 Nos.

**4. SUB-CORE ROUTER AT AGGREGATIONS POINT:**

**Basic Chassis: (CISCO 1941) (Modular -Rack mount model)**

Router with redundant supervisor processor (2Nos. 720-3BXL / Equivalent), sufficient size of working memory (DRAM) (Min. 512 MB), **Serial port with 18 Pins** and required size of Flash Memory (Min. 256MB) for loading latest networking operating system and software for Maintenance & Management and maintain all configurations.

The router is Pre-loaded with latest network operating system, software for maintenance and managements.

**Sub – core router (CISCO 1941)**

1. T.Nagar
2. Tondairpet
3. Ponneri

**Managed Leased Line – E1 lines**

- |               |   |            |
|---------------|---|------------|
| 1. Anna Salai | – | Tondairpet |
| 2. Anna Salai | – | T.Nagar    |
| 3. Anna Salai | – | Ponneri    |
| 4. Tondairpet | – | Ponneri    |
| 5. T. Nagar   | – | Ponneri    |

**4. DATA CIRCUIT MODEM:-**

**(MODEM: 8110 Tellab's modems)**

The above modems are provided for existing 2Mbpsband width managed leased line circuits having the interface of Ethernet port /serial port with 18 pins for connecting to Router interface and the modem should be compatible for the following:

- 1) Configurable for NX 64Kbps Bandwidth
- 2) Support for not less than 7 kilometers distance and
- 3) Configurable for 2/4 wire copper connectivity

The operating power supply is based on the site condition i.e. Either AC supply/DC supply.

**ANNEXURE –IV**

**GENERAL CONDITIONS (STATUTORY COMPLIANCES)**

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.

2) The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).

3) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.

4) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

5) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, nonpayment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.

6) The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub- contractors. (if permitted)

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

## **1.0 CONTRACT LABOUR REGULATIONS :**

(i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :-

- (a) Name and situation of the work.
- (b) Contractor's name and address
- (c) Particulars of the Department for which the work is undertaken,
- (d) Name and address of sub-contractors as and when they are appointed.
- (e) Commencement and probable duration of the work.
- (f) Number of workers employed and likely to be employed.

(g) 'fair wages' for different categories of workers.

(h) Number of hours of work which shall constitute a normal working day:-

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

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

(a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

(b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.

(c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

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

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

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

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

(a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

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

(a) Full particulars of the labourers who met with accident.

- (b) Rate of Wages.
- (c) Sex.
- (d) Age.
- (e) EPF UAN number
- (f) ESI number
- (g) Aadhaar number
- (h) Nature of accident and cause of accident.
- i) Time and date of accident.
- (j) Date and time when admitted in hospital
- k) Date of discharge from the hospital.
- (l) Period of treatment and result of treatment.
- (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (n) Claim required to be paid under Workmen's Compensation Act.
- (o) Date of payment of compensation.
- (p) Amount paid with details of the person to whom the same was paid.
- (q) Authority by whom the compensation was assessed.
- (r) Remarks. [Note: k,l,m,n for the workmen not covered under the ESI provisions]

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

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

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

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

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

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



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

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

## **2.0 Compliance of EPF & MP Act, 1952:**

(a) The Contractor who take up works contract for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;

(b) The Contractor should have a separate EPF main code number.

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

(d) The contractor should submit necessary returns to EPF Organisation within the stipulated time as required under the said EPF & MP Act.

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

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

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

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

## **3.0 Compliance of ESI Act 1948 :**

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

(b) The contractor should have a separate ESI main code number.

(c) The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.

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

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

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

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

(h) (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.

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

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

#### **4.0 Statutory Compliance Clearance Certificate:-**

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

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

#### **5.0 The Building and Other construction Workers Act:-**

(other than the circle/station registered under the Factories Act)

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

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

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

(a) The Contractor who take up works contract for TANGEDCO/TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.

(b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.

(c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the migrant labour licence before executing the works.

(d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971. (i) Muster Roll in Form – XVI. (ii) Register of Wages in Form – XVII. (iii) Register of overtime in Form – XVIII. (iv) The contractor shall issue an photo identity card to his employees.

## **7.0 Wages:-**

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

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

## **8.0 EPF Documents to be Produced for Claiming Bills:-**

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

(b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)

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

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

## **9.0 ESI Documents for While Claiming Bills:-**

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

(b) The contribution history of the respective months should be submitted.

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

S.No	IP.No	IP.NAME	No. of days	Wages	IP Contributions
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(d) All the documents should duly signed with seal by the contractor.

#### **10.0 Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020.**

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

(a) The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.

(b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.

(c) The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006.

#### **New Forms:**

FORM I Certificate of Registration of Principal Employer/Employer (under 3 Rules)

FORM II Application for Licence/ Renewal of Licence (under CLRA and ISMW Rules)

FORM III Form of Certificate by Principal Employer (under CLRA and ISMW Rules)

FORM IV Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)

FORM V Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)

FORM VI Licence and Renewal (under CLRA and ISMW Rules)

FORM VII Notice of commencement/ completion of work (under CLRA and BOCW Rules)

FORM VIII Service Certificate (under 3 Rules)

FORM IX Certificate of Medical Examination (under BOCW Rules)

FORM X Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)

FORM XI Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)

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

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

(a) An undertaking as specified in Annexure-A should also be obtained from the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.

(b) The TNEB (TANGEDCO/ TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [AnnexureI] with respective Superintending Engineer's of the circle.

### **12.0 SAFETY CONDITION:-**

(i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.

(ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.

(iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.

(iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.

(v) Technically skilled and also safety-oriented supervisor should supervise the work at all time.

(vi) If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.

(vii) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.

(a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.

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

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

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

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

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

(ii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-

(a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(iii) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

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

(a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

(b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

(c) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.

(d) The Contractor is not exempted from the operation of any other Act or Rule in force.