

**TAMIL NADU GENERATION AND DISTRIBUTION  
CORPORATION LIMITED**

**SPECIFICATION FOR SUPPLY OF  
1100 Volts, 4x240 SQ.MM.  
LT UG XLPE ALUMINIUM POWER CABLES  
(Open Tender Purchase Order System)  
THROUGH E-TENDER**

**SPECIFICATION NO. M.64/2021-22**

**OFFICE OF THE CHIEF ENGINEER  
MATERIALS MANAGEMENT  
144, ANNA SALAI  
CHENNAI-600 002  
TAMIL NADU.**

Service Provider: NIC Limited, Chennai

Website for online bid submission: <https://tntenders.gov.in/nicgep/app>

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

The bidders are required to submit soft copies of their bids electronically on the <https://tntenders.gov.in/nicgep/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the portal, prepare their bids in accordance with the requirements and submitting their bids online.

### **REGISTRATION**

- 1) Bidders are requested to enroll on the e-procurement module of the Tamil Nadu Tenders procurement portal <https://tntenders.gov.in/nicgep/app> by clicking on the link "**on line bidder Enrollment**" which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc) with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then log into the site through the secured log-in by entering their user ID/ password and the pass word of the DSC/e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search operations built in the <https://tntenders.gov.in/nicgep/app> to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.
- 3) The bidder should make a note of the unique Tender ID assigned to each other in case they want to obtain any clarification/help from the Helpdesk.

### **PREPARATION OF BIDS:**

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

### **ELECTRONIC SUBMISSION OF BIDS:**

1. The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ.
  - a. All the scanned documents of bidder are required to be signed digitally by the bidder.
  - b. Person who is submitting the bid shall indicate his position in the firm,
  - c. All the documents are required to be signed digitally by the bidder.
  - d. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

### **SUBMISSION OF BIDS:**

- 1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidder is requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid as a standard BOQ format with the tender document, then the same is to be download and to be filled by all the bidders.

Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidder's dashboard) will be considered as a standard time for referencing the deadline for submission of the bids by the bidders, opening of bids etc. The bidder should follow this during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.

- 12) The TANGEDCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TANGEDCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.
- 13) The original proof of e-receipt/undertaking towards input tax credit or any other documents shall be furnished within one week on receipt of demand from TANGEDCO. Failure to furnish the document as called for will entail the bid to be treated as nonresponsive bid and such offers will be liable to be rejected.
- 14) In all cases, bidder should use their own ID and Password along with Digital Signature certificate at the time of submission of their bid.
- 15) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- 16) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 17) 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.
- 18) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 19) 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.
- 20) 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. The **Tender Inviting Authority (TIA)** 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.
- 21) Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- 22) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender documents.
- 23) No deviation to the technical and commercial terms & conditions are allowed.

- 24) The tender is invited under TWO PART TENDER SYSTEM. The bidders are required to submit the "TECHNO-COMMERCIAL BID" and "PRICED BID" through electronic format in the e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

#### **LATE BIDS:**

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.

#### **MODIFICATION AND WITHDRAWAL OF BIDS:**

1. Bidders may modify their bids online before the deadline for submission of bids.
2. In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, **modification/withdrawal by other means will not be accepted.** The bidder may withdraw his bid by uploading his request before the deadline for submission of bids. However, if the bid is withdrawn, the re-submission of the bid is not allowed.
3. No bid may be modified after the deadline for submission of Bids.

#### **ASSISTANCE TO BIDDERS:**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to <https://tntenders.gov.in/nicgep/app> in general may be directed to the 24X7 Helpdesk of the portal.

\*\*\*\*\*

**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LTD.**

Online e-bids are invited from eligible and prospective bidders for the supply of 1100V, 4x240 sqmm LT UG XLPE Aluminium Power Cable through e-tender in NIC Portal <http://tntenders.gov.in/nicgep/app>.

1)	Tender Specification No.	<b>M.64/2021-22</b>
2)	Name of the work	<b>E-tender</b> for Procurement of 1100V, 4x240 sqmm LT UG XLPE Aluminium Power Cable.
3)	Tendered Quantity	<b>300 Kms.</b>
4)	Method of Tender	e-Tender System (On line Part I - Techno-Commercial Bid and Part II - Price Bid)
5)	(a) Earnest Money Deposit (EMD)	<b>(1) Rs. 33.63 Lakhs</b> (Rupees Thirty Three Lakhs and Sixty Three Thousand only) to TANGEDCO's Account Account No. : 0305002100153163 Name of Bank : Punjab National Bank, Anna Salai Branch, Chennai IFSC Code : PUNB0030500 <b>(2) Bank Guarantee in lieu of EMD for Rs. Rs. 33.63 Lakhs</b> (Rupees Thirty Three Lakhs and Sixty Three Thousand only)
	(b) Permanent Earnest Money Deposit(PEMD) Holders	The PEMD holders of Rs.40 Lakhs and above with TANGEDCO are eligible to participate in the tender.
	(C)SSI Units	SSI Units are eligible for exemption from payment of EMD as detailed in Section-I
6)	URL for online bid submission for e-tender	<a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
7)	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	12.04.2022@ 11.30 Hrs.
8)	Date & time of opening of e-tender electronically	13.04.2022@ 11.30 Hrs.
9)	E-tender documents (Specification) will be available at	TANGEDCO web site (www.tangedco.gov.in) TN Govt. Website (www.tenders.tn.gov.in) & <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> The prospective bidders may download the same.

10)	Documents to be duly filled & uploaded by the tenderers during online submission of e-tender.	EMD documents, BQR evidences, Price bid (Filled up BoQ), Technical & Commercial documents, Schedules, Annexures and other documents whichever is applicable.
11)	Clarification to be sought for from E-mail: <a href="mailto:cemm@tnebnet.org">cemm@tnebnet.org</a> <a href="mailto:semm1@tnebnet.org">semm1@tnebnet.org</a>	Chief Engineer/ Materials Management, 4 <sup>th</sup> Floor, Eastern Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600002
12)	Place at which tenders will be opened	Office of the Superintending Engineer/ MM-I, 4 <sup>th</sup> Floor/ Eastern Wing, NPKRR Maaligai, 144, Anna Salai, Chennai – 600 002.

**NOTE :**

1. In the event of the specified date of opening of bids being declared holiday, the bid shall be opened on the next working day at the same time for which no prior intimation will be given.
2. Bid document can be downloaded free of cost online through the website <http://tntenders.gov.in/nicgep/app> only by those contractors, who are having valid Digital Signature Certificate and the bid document cannot be purchased from the Office of the Chief Engineer by remitting the cash in the office of the Chief Engineer and no pre request for issue of bid document will be entertained in the Office of the Chief Engineer.
3. The Contractors who had downloaded the Bid document from the website shall submit the Bid through NIC Website before the scheduled time of submission. The electronic bidding systems would not allow any late submission of bids.

\*\*\*\*\*



**SPECIFICATION NO. M.64/2021-22 (e-tender)**  
**1100V, 4x240 SQMM LTUG XLPE ALUMINIUM POWER CABLE**  
**DESCRIPTION**

Sl.No		DESCRIPTION	PAGE
1	SECTION –I	EARNEST MONEY DEPOSIT	10
2	SECTION – II	BID QUALIFICATION REQUIREMENTS	15
3	SECTION – III	REJECTION OF TENDERS	17
4	SECTION – IV	INSTRUCTIONS TO THE TENDERERS	18
5	SECTION – V	COMMERCIAL	27
6	SECTION – VI	TECHNICAL	43
7	SCHEDULE– A	SCHEDULE OF PRICES (BoQ) (Not to be filled in physical form)	46
9	SCHEDULE-B1	SCHEDULE OF MATERIALS AND DELIVERY PERIOD	47
8	SCHEDULE– B2	STATEMENT OF SUPPLY ORDERS EXECUTED / UNDER EXECUTION.	48
9	SCHEDULE– C	DECLARATION FORM	49
10	SCHEDULE– D	GUARANTEED TECHNICAL PARTICULARS	50
11	SCHEDULE– E	QUESTIONNAIRE- A (BQR, Commercial	52
12	SCHEDULE– F	QUESTIONNAIRE- B (Technical Terms)	56
13	SCHEDULE– G1	DEVIATION FROM COMMERCIAL TERMS	57
14	SCHEDULE– G2	DEVIATION FROM TECHNICALTERMS	58
15	SCHEDULE– H	DECLARATION PURSUANT TO SECTION 206AB of IT Act	59
16	ANNEXURE– 1	UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS	60
17	ANNEXURE– 2	UNDERTAKING TOWARDS INPUT TAX CREDIT UNDER GST	61
18	ANNEXURE – 3	FORMAT FOR BANK GUARANTEE IN LIEU OF E.M.D.	62
19	ANNEXURE–4	GUIDELINES FOR RELEASING GST PORTION TO SUPPLIERS	64
20	ANNEXURE-5	TENDER ACCEPTANCE LETTER	65

\*\*\*\*\*

## **SECTION – I**

### **EARNEST MONEY DEPOSIT**

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

**Earnest Money Deposit :** Rs.33,63,000/- (Rupees Thirty Three lakhs and sixty three thousand Only)

- (2) (i) The Earnest Money Deposit of Rs.33,63,000/- (Rupees Thirty Three lakhs and sixty three thousand Only) should be transferred to the following TANGEDCO's collection Account through NEFT/RTGS/Account Transfer:

Name of the beneficiary : The Chief Financial Controller / General / TANGEDCO  
 Account No. : 0305002100153163  
 Name of Bank : Punjab National Bank  
 IFSC Code : PUNB0030500.

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, 2 hours before closing time of tender.** **EMD amount received beyond tender closing time will be summarily rejected.**

**OR**

- (3) **Tenderer Should furnish a Bank Guarantee for Rs.33,63,000/-** in lieu of EMD amount with a validity for a period of one year, obtained from the Nationalised or Scheduled Bank as per the format enclosed in **ANNEXURE-3.**

The scanned copy of the BG shall be uploaded in the EMD document and the original shall be sent to the SE/MM-I within 7 days from the date of opening the tender.

**OR**

- (4) **PEMD holder of Rs.40 Lakhs and above are eligible to participate in this tender .**

Firms who have PEMD less than specified above are not eligible to participate on the basis of the PEMD even for lesser quantity and value. If the Tenderer desires to become a Permanent E.M.D. holder, he is advised to deposit the required amount with the TANGEDCO as Permanent E.M.D. well in advance, obtain a certificate from the Financial Controller / Purchase and upload copy of the same along with the tender.

- 6.0 **Any other mode of payment of EMD other than NEFT/RTGS/Account Transfer shall not be accepted and the tenders shall be rejected if EMD is not paid in the prescribed manner.**

**7.0. EXEMPTION FOR PAYMENT OF EARNEST MONEY DEPOSIT (EMD) :-**

- 7.1. The following categories of Industries are exempted from payment of EMD:
- i) The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
  - ii) The Small Scale Industrial Units registered with National Small Industries Corporation (NSIC).
  - iii) The SSI Units holding Acknowledgment issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/ Acknowledgment has been issued.
  - iv) SSI units holding Udyog Adhar Memorandum (UAM)
  - v) SSI Units registered under Udyam portal for the tendered item (clearly mentioning the 5 digit NIC code)
  - vi) Departments of the Government of Tamil Nadu.
  - vii) Undertakings and Corporations owned by the Government of Tamil Nadu.
  - viii) Labour Contract Co-operative Societies of Tamil Nadu
  - ix) Tiny Industries classified under S.S.I. registered with the State of Tamil Nadu and registration Certificate issued by the Department of Industries and Commerce / Government of Tamil Nadu in respect of those items for which the Registration Certificate issued.
  - x) Small Scale Industrial Units located outside the State and such of those units registered with National Small Industries Corporation in respect of those items covered under Registration Certificate.
- 7.2. Micro/SSI units having provisional registration certificate are not eligible for exemption.
- 7.3. 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 amount as stipulated under Clause No.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.
- 7.4. 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 specification.

#### **8.0. Government of India, Ministry of MSME Notification :**

- 8.1. 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 an e certificate Viz. Udyam Registration certificate calculation of turnover, calculation of investment, Registration of existing Enterprises and Updation and transition period in classification. The above notification may be adhered to by the tenderers and TANGEDCO will adopt the guidelines issued therein in evaluation of bids submitted by the tenderers.
- 8.2. 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.
- 8.3. **Registration of existing enterprises:**
  - i) All existing enterprises registered under EM-Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
  - ii) All enterprises registered till 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 up to the **31<sup>st</sup> day of March 2022** as per notification of Government of India, Ministry of MSME.
  - iv) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.
- 8.4. 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 TANGEDCO/TANTRANSCO tenders.
- 9.0. Others viz. Central and other State Government Departments / Undertakings and Corporations other than those in Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit cum performance Guarantee.

- 10.0. The Bidders are informed that mere uploading of bid by the Bidder, who has exempted from EMD payment, shall be considered as token of acceptance of the bidder to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfillment of conditions stipulated in the Tender Specification i.e., in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the Bidder.
- 10.1. The MSME units with Micro and Small category who have registered under UDYAM Portal for the tendered item shall upload attested Photocopy of UDYAM Registration certificate as a proof of eligibility for from payment of EMD.
- 10.2. Small Scale Industries registered with the Tamil Nadu Small Industries Development Corporation or with National Small Industries Corporation (NSIC) or holding Acknowledgment issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre or holding UAM for small scale industrial unit or holding Udyam Registration for small scale industrial unit for subject materials specifying capacity for which they are permitted to manufacture and the period of validity of the certificate shall upload, attested Photostat copy of their Registration certificate/ Entrepreneur Memorandum Part-II and acknowledgment for the Entrepreneur Memorandum Part-II issued by DIC or valid registration certificate issued by NSIC or Udyog Aadhaar Memorandum (UAM) or Udyam Registration Certificate, as proof of eligibility for exemption from payment of EMD.
- 10.3. The firm registered in Udam Portal under Medium Scale is not eligible for exemption of EMD.
- 11.0. The State Government, Public Sector Undertakings who are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Security Deposit in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.
- 10.0. The tenderers shall upload the audited, attested copy of Profit and Loss account / Balance Sheet along with the proof for exemption from payment of EMD as detailed below:

In case the investment held by the tenderer ( Micro and Small Enterprises with NSIC, EM (Part-II) in Plant and Machinery and annual turnover exceeds the prescribed limit **stipulated (cl.8.2)** or the criteria specified for registration prior to 1.7.2020, 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 will not be extended.

#### **11.0 REFUND OF EMD :-**

- (i) The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to the Superintending Engineer/ Materials Management-I with pre-stamped receipt after intimation of the rejection / non-acceptance of their tender is sent to them through tender portal.
- (ii) The EMD deposit will be refunded to the successful tenderers on receipt of the detailed Purchase order and also after submission of Security cum Performance Guarantee.

**12.0. The following should be uploaded by the bidder during submission of Techno-commercial bid for payment of EMD failing which the offer will be SUMMARILY REJECTED.**

- i) The proof for payment of EMD / Bank Gurantee
- ii) The proof for PEMD holder
- iii) The proof of exemption of EMD with documents in support of investment held in plant and machinery and Annual turnover.

**13.0. The Earnest Money Deposit (EMD) made by Tenderer will be forfeited after e-tender opening if:**

- (a) They withdraw his tender or backs out after acceptance.
- (b) They withdraw his tender before the expiry of validity period stipulated in the Specification or fail to remit the Security Deposit cum performance Guarantee.
- (c) They violate any of the provisions of these regulations contained herein.
- (d) They revise any of the terms quoted during the validity period.
- (e) The documents furnished with the offer is 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.
- (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 and suitable action deemed fit will be taken including summarily rejection of offer, blacklisting/ banning the firm from participating in future TANGEDCO/ 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 uploading the required documentary evidences along with tender (SCANNED COPIES).**

- a) The bidder should be actual manufacturer of LT UG XLPE Aluminium Power Cable.
- b) The bidder should possess valid BIS license as per **IS 7098/Part-1/1988** for the manufacture of the tendered cable valid on the day of tender opening. In case the license has expired, the proof for having applied for renewal of license should be furnished.
- c) The bidder should have manufactured and supplied satisfactorily a minimum of **30 Kms.** of tendered cable (1100V, 4x240 sqmm LT UG XLPE Aluminium Power Cable) or higher KV rating or higher size UG XLPE Power Cables put together during the preceding ten years as on the date of tender opening to State Electricity Boards/Power Utilities/Central/State Public Sector undertaking. Copies of purchase orders for the above shall be furnished along with end user's certificate for satisfactory execution of the contract.
- d) The Annual Turnover of the Bidders shall be more than **Rs.8.41 Crores** (Rupees Eight Crore and Forty one lakhs only) during any one of the last three financial years. ((i.e.) **2018-19, 2019-20 & 2020-21** ). Audited financial statements like Profit and loss A/c statement and balance sheet pertaining to the above period, Annual turnover certified by the practicing Chartered Accountant or attested copy of income tax return filed by the bidders and attested copy of enlistment certificate issued by NSIC containing turnover details are considered as a proof of annual turnover.
- e) The copy of the Type Test certificates for the tests prescribed as per IS 7098/Part-I/1988 with its latest amendments up to date for the **tendered cable** obtained from any one of the NABL accredited standard laboratories, such as NPL/CPRI, dated **not earlier than 5 years** as on the date of the tender opening should be uploaded.
- f) The TANGEDCO has right to place order on New entrant(s) upto 20% of tendered quantity on each new entrant provided.
- i) A tenderer shall be declared as "New Entrant" who have no previous experience of supply for the tendered items or no satisfactory period of service or no financial turnover but have infrastructure/manufacturing facility as per the inspection report of Third party inspection or TANGEDCO or TANTRANSCO Engineers.

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

- ii) The tenderer is eligible to be considered for placement of orders under New Entrant category if the bidder is the evaluated and negotiated L1 tenderer.
- iii) The tenderers who have been considered under New Entrant shall satisfy all commercial, technical and BQR conditions except BQR condition of quantity or previous experience of supply or satisfactory period of service and financial turnover criteria.
- iv) TANGEDCO have right to place order upto 20% of the tendered quantity on a New Entrant. In case more than one firm qualifies under the above New Entrant Category, TANGEDCO has right to place order upto 20% of the tendered quantity on each new entrant.

NOTE: The offer of the bidders who have stated to be previous suppliers to TNEB/ TANTRANSCO/TANGEDCO will be considered for further evaluation, even though they have not enclosed copies of Purchase orders or End user certificate etc., after ensuring with concerned Purchase orders placing Authorities. However, the tenderer has to furnish the Purchase order No. and Date of issue along with the details of Purchase order issuing authority.

**Proofs required for B.Q.R conditions as mentioned above should be uploaded. If these proofs are not available, the tender will be summarily rejected.**

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

\*\*\*



### **SECTION –III** **REJECTION OFTENDERS**

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

- a) The EMD requirements are not complied with.
- b) The bids are received through Consortium or Joint venture.
- c) Not satisfying the Bid Qualification Requirement as stipulated in **Section II**.
- d) The offer of bidders who have quoted for lesser quantity than the **minimum quantity of 10%** of tendered quantity prescribed in the tender specification.
- e) It is found that there is no adequate infrastructure facilities to carry out manufacturing activities of tendered cable during the factory inspection carried out by the department, in case of new entrants.

#### **II. Tender is LIABLE to be rejected, if :**

- a) it is not covering the entire scope of supply of materials.
- b) **the declaration as specified in Schedule-C is not signed and uploaded/ enclosed.**
- c) it is with validity period less than that stipulated in this specification.
- d) it is not in conformity with TANGEDCO's Commercial terms and Technical Specifications (**Section-V &VI**).
- e) it is received from a tenderer who is directly or indirectly connected with Government service or TANGEDCO Service or services of local authority.
- g) it is from any black listed Firm or Contractor.
- h) it is received by Telex/ Telegram /E-Mail/Fax.
- i) it is from a tenderer whose past performance /Vendor rating is not satisfactory.
- j) it is not containing all required particulars as per **Schedule A to G2**.
- k) Questionnaire as per **schedule- E&F** is not duly filled up and properly signed by the tenderer.
- l) Documents furnished by the Tenderers along with their offer being found to be bogus or contain false particulars.
- m) The offer of bidders who have not furnished the GSTIN Number in their offers.

\*\*\*\*\*

## **SECTION -IV** **INSTRUCTION TO TENDERERS**

- 1.0. The tender is in Two Part System (a) Technical Bid with Commercial terms but **without** Price Bid (BoQ) and (b) Price Bid in accordance with Commercial terms & conditions. All the tenders shall be prepared and uploaded strictly in accordance with the instructions set forth herein.

**Tamil Nadu Transparency in Tenders Act 1998 and the TamilNadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this Tender.**

THE TENDERERS WHO DO NOT FULFIL THE "BID QUALIFICATION REQUIREMENT" AS PER SECTION-II **NEED NOT** PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE **SUMMARILY REJECTED.**

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

- i) The Scope of supply of the material (described in **Schedule-A**) includes design, manufacture, inspection, testing, packing, forwarding, and delivery of the materials detailed herein, at TANGEDCO stores anywhere in Tamil Nadu.
- ii) The quantity indicated in schedule of requirement is approximate. The indent will be placed subsequently as and when there is requirement, up to the last date of validity of rate contract. The quantity finally ordered may vary to the extent of twenty- five percent (25%) either way of the approximate quantity indicated in the schedule of requirement. The purchaser reserves the right to issue any number of indents for supply of materials during the rate contract period.

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

- 3.1. The tenderer is expected to examine all instructions, Schedules and Annexures detailed in the Specification and upload the Schedule of Prices and other required particulars in the Schedules and Annexures called for in this Specification, only as per the formats prescribed herein.

### **4.0 QUESTIONNAIRE FILLING:**

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

#### 4.1 **SUBMISSION OF TENDERS:**

- 4.1.1. The Tender Offer consisting of **Schedules-A to G2** should be filled up and signed by the Tenderer or any person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. The date of signature should invariably be indicated. The tender shall contain the name, residence and place of business of person or persons submitting the tender.
- 4.1.2. In the event of tender being submitted by other than a firm, it must be signed by a partner **(copy of partnership deed should be enclosed)** and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.
- 4.1.3. 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.
- 4.1.4 The tenderer shall quote not less than 10% of the tendered quantity. The offer of the bidders who have quoted for lesser quantity than the minimum quantity prescribed above shall be summarily rejected.**
- 4.1.5. The tenderer should furnish the GSTIN numbers in the offer.
- 4.1.6. Bidders are not required to sign in each page of the tender specification. Instead bidders are required to sign a declaration document as specified in **Schedule-C** of the specification.

#### 4.2. **MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

- 4.2.1. At any time after the commencement of e-Tender and before the closing of the event, TANGEDCO may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned Vendors through corrigendum which can be downloaded from the Vendor login.
- 4.2.2. In case any tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the CE/MM/TANGEDCO/Chennai-2 will clarify the same. The reply to clarifications sought for will be communicated to all those who have purchased the tender documents without identifying the source of the query.
- 4.2.3. If any tenderer raises clarifications after the opening of the tender, the clarified reply issued by the Chief Engineer/Materials Management, TANGEDCO, Chennai-600 002 on the clarifications will be final and binding on the Tenderer.

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

4.2.5. 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.

4.3. **ALTERNATIVE TENDERS:**

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

4.4. **QUOTATION OF RATES:**

4.4.1. Rates should be quoted only in the BOQ only.

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

4.5. **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.

4.6. **INCOMPLETE TENDERS:**

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

4.7. **AMBIGUITIES IN CONDITIONS OF TENDERS:**

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.

4.8. **DISQUALIFICATION OF TENDERS:**

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

4.8.2. Tenderers shall bear all costs associated with the preparation of e-tender and the purchaser will in no case be responsible or liable for these costs.

4.8.3. No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender offer.

4.8.4. **Only Manufacturers must quote.** Tenders received from Agents/Dealers will not be considered. If the bids are received through Consortium, the same will not be considered and the bids will be rejected.

4.8.5. The Tenderers are requested to furnish the exact location of the factories with detailed postal address and pin code, telephone and Fax Nos. etc in their tenders so as to arrange inspection by the TANGEDCO, if considered necessary.

- 4.8.6. The tenderers should quote **minimum quantity of 10%** of tendered quantity. The offer of bidders who have quoted for lesser quantity than the minimum quantity prescribed shall be summarily rejected.

4.9. **DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**

The prices quoted should be on FOR Destination basis for delivery anywhere in Tamil Nadu.

**5.0. TENDER OPENING:**

**5.1. OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE (PART-I):**

The Tender offers except price Bid will be opened electronically at **11.30 Hrs.** on the date notified at the Office of the Superintending Engineer/ Materials Management-I, 4<sup>th</sup> Floor, Eastern Wing, NPKRR Maaligai, 144, Anna Salai, Chennai-600 002, through <https://tntenders.gov.in/nicgep/app>

**5.2. OPENING OF THE PRICE BIDS: (PART - II):**

**The date and time of opening of Price Bids shall be later notified through registered e-mail/Tender Portal to the Bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable.**

- 5.3 If the opening date happens to be a holiday, the tenders will be opened on the succeeding working day without any changes in the timings indicated.

- 5.4 In all cases, the amount of bid security and validity of the bid shall be scrutinized. Thereafter, the bidder's names and such other details as the Tender Inviting Authority may consider appropriate, will be recorded as bid opening summary and the same will be uploaded on the e-procurement portal.

**6.0. INFORMATION REQUIRED AND CLARIFICATIONS:**

- 6.1. In the process of examination, evaluation and comparison of tender offers, the TANGEDCO may, at its discretion, ask the Tenderer for a clarification of his offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.
- 6.2. The 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.
- 6.3. The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time of official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers. The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the

notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

- 6.4. After acceptance of the tender by the Tender Accepting Authority, the details will be arranged to be published in the Tender Bulletin of Tamil Nadu Government.
- 6.5 Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against the 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.

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

- 7.1 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.
- 7.2 The tender offers received will be examined to determine whether they are in complete shape, all required Data have been furnished, properly signed and generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 7.3 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluated price:
  - The quoted price will be corrected for arithmetical errors.
  - In case of discrepancy between the price quoted in words and figures lowest of the two will be considered.
  - The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.
  - The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + P&F+ Freight and Insurance)+ GST. In case of import of goods would be treated as inter-state supplies and would be subject to IGST in addition to applicable customs duty.
- 7.4. Since GST is enacted wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or bidders are within the State and outside TN.
- 7.5 The bidders should have registered under GST Act and furnish GSTIN.
- 7..6 In the event of bidder is within TN, SGST & CGST shall apply and if bidder is outside TN, IGST shall apply.

- 7.7. Evaluation for the capacity of material /equipment will be done separately.
- 7.8. The rates quoted by the eligible lowest tenderer in the open tender Rate Contract Scheme shall be compared with the prevailing market rate and the rates of previous period and if the Tender Accepting Authority is of the view that the quoted rates are too high, the rates will be negotiated and the rate will be determined.
- 7.9 In the event of L1 bidder offering a quantity lesser than the tendered quantity, the quantity allocation will be made as per the provisions specified in Tamil Nadu Transparency in Tender Rules 2000.
- 7.10 Further, as per Clause 23 of Tamil Nadu Transparency in Tender Rules 2000, "No changes, amendments which materially alter the tendered prices shall be permitted after the opening of the tender, except as per the procedure prescribed in sub-section (3) of section 10 of the Act. "
- 7.11 The quantity offered in the bid should not be altered during price negotiation.
- 7.12 The TANGEDCO also have the right to allocate the quantity is as per Cl. No.31.4 of Tamil Nadu Transparency in Tender rules, 2000.

#### 8.0. **PURCHASE PREFERENCE:**

- 8.1. Purchase preference may 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 as detailed below clause 8.2 & 8.3.

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

- 8.2.1. 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, the tender document shall clearly indicate that up to twenty five percent of the total requirement in the procurement may 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 tender is not a domestic enterprise;
  - (b) the preferential award shall extend 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:
- 8.2.2. Provided that where the Tender Inviting Authority is of the view that in the interest of the participation of domestic enterprise in the tender to avail the above benefit, a less stringent set of technical qualification parameters are required, he shall specify a separate set of technical qualifications for domestic enterprises in the tender documents with the approval of the Government.

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

8.3.1. 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, the tender document shall clearly indicate that upto forty percent of the total requirement in the procurement may 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."

### **9.0. VALIDITY:**

9.1. The tender offer shall be kept valid for acceptance for period of **180 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.

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

### **10.0. RIGHTS OF THE BOARD:**

#### **10.1. RIGHTS TO REJECT THE TENDERS:**

10.1.1 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.

10.1.2 The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

10.2. Notwithstanding anything contained in this Specification, the TANGEDCO reserves the rights :

- (a) to vary the quantity finally ordered to the extent of 25% indicated in the Tender document, as the quantity indicated in the schedule of requirement is approximate. The indent will be placed subsequently as and when there is requirement up to the last date of validity of contract.
- (b) to split the Tendered Quantity and place orders on one or more than one firm as per the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments since the tendered material is so vital in nature and the failure in supply would affect the public interest.
- (c) to 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 be forfeited.
- (d) to cancel the orders for not keeping up the delivery schedule.



- (e) to vary the delivery period based on the requirement and contingencies at the time of placing the Purchase order.
  - (f) to accept the lowest eligible tender.
  - (g) to reject any or all the tenders or cancel without assigning any reasons therefore.
  - (h) to relax or waive or amend any of the conditions stipulated in the tender Specification wherever deemed necessary in the best interest of the TANGEDCO.
  - i) After negotiation with the tenderer and before passing the order accepting a tender, if the tender accepting authority decides that the price quoted by such tenderer is high, the tender is liable for rejection.
  - j) To cancel the order along with the forfeiture of EMD if SD cum Performance guarantee is not furnished within 30 days from the date of receipt of PO. In that event, the award may be made to L2 tenderer. The belated payment of Security Deposit shall not be accepted hereafter.
- 10.3. The purchaser reserves the right to request for any additional information and also reserves the right to reject or accept the proposal of any tenderer, if in the opinion of the purchaser, the qualification data is incomplete or in the opinion of the TANGEDCO the bidder is found not qualified to satisfactorily perform the contract.
- 11.0. **DEVIATIONS :**
- 11.1. The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection. Such deviations if any may be furnished in the appropriate Schedule.
- 11.2. No alternate offer will be accepted.
- 12.0. **BAR OF JURISDICTION:**
- 12.1. Save as otherwise provided in the Tamil Nadu Transparency in Tenders Act 1998 and subsequent amendments, taken by any officer or authority under this Act shall be called in question in any court, and no injunction shall be granted by any court in respect of any action taken or to be taken by such officer or authority in pursuance of any power conferred by or under this Act.
- 12.2 All the intending tenderers are requested to note that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by such tenderers will be forfeited in addition to blacklisting them for future tenders/contracts in TNEB and also cancelling the award of contracts issued to them.
- 12.3 The Bidders are informed that mere uploading of bid by the Bidder, who has exempted from EMD payment, shall be considered as token of acceptance of

the bidder to pay the amount equivalent to EMD, together with costs if any, in the events of non-fulfillment of conditions stipulated in the Tender Specification ie., in all cases where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the Bidder.

**13.0. 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.

**14.0. 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 contract issued to them."

\*\*\*\*\*

## **SECTION – V** **COMMERCIAL**

### **1.0. SCOPE:**

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

### **2.0. PERIOD OF CONTRACT:**

- 2.1. The contract is for a period of **six months** from the date of award of contract.

### **3.0. PLACING OF ORDERS:**

- 3.1. It is not binding on the TANGEDCO to accept the lowest or any tender. The TANGEDCO reserves the right to split and place orders for the items with different tenderers and for revising the quantities at the time of placing the orders. The TANGEDCO reserves the right to vary the quantity finally ordered to the extent of 25% either way of the requirement indicated in the tender documents.
- 3.2. The award of contract will be issued to the successful tenderer with all TANGEDCO's terms and conditions, duly indicating the approved unit rates and the approximate quantity allotted to them.

### **4.0. PRICE:**

- 4.1. The Tenderer's are requested to quote FIRM price only, valid for **SIX months** from the date of award of contract.
- 4.2. The Tenderer's shall quote the Ex-works price, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to TANGEDCO Stores anywhere in Tamil Nadu. A format for price schedule is given in **Schedule 'A'** and the BOQ shall be uploaded as Price bid.
- 4.3. The Freight and Insurance charges shall be applicable for delivery to any stores of TANGEDCO in Tamil Nadu.
  - 4.3.1. The above breakup details should be clearly indicated in the Schedule-A, in the absence of which the offer shall be liable for rejection.
- 4.4. It is the responsibility of the tenderer to make sure about the correct rates of duty/tax leviable on the materials at the time of tendering. If the rates assumed by the Tenderers are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake.
- 4.5. All Type Tests and other tests specified shall be conducted at TENDERER'S COST.

#### 4.6. **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**

The Tenderer shall indicate the Permanent Account No. in Schedule 'F' of the specification 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.

- 4.7. Unloading the cables at destination Stores should be done by the supplier at his own cost.

#### 5.0. **GOODS AND SERVICES TAX[GST]:**

5.1.(i). Goods and Services Tax [GST] as a modern law, has been brought after Article 366(12A) of the Constitution as amended by 101<sup>st</sup> 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 to be borne by the final consumer. GST has been rolled out w.e.f. 01.07.2017, across India.

- (ii). 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.

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.

- (iii). 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.

- (iv) 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.

- (v). 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 may be 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.

- (vi). 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

- (a) 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.

- (b) 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.

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.

- 5.2. 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.
- 5.3. The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC).

- 5.4. It is the responsibility of the tenderer to make sure about the correct rates of duty leviable on the material at the time of tendering. If the rates assumed by the Tenderer are less than the current rates prevailing at the time of tendering, the 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.
- 5.5 Any increase in GST consequent to the suppliers coming into different duty slab during the execution of the contract shall have to be taken into account and the all inclusive firm price shall be quoted accordingly by the Tenderers. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.
- 5.6. In case of delayed delivery, the GST prevailed on the date of actual delivery date applicable or on the date of contractual date of delivery whichever is less shall be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.
- 5.7. The bidders shall furnish a declaration in non-judicial stamp paper of appropriate value to effect that *"as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANGEDCO by way of commensurate reduction in prices and as such we hereby declare that we are extending Rs.   /- of   % as rebate in my awarded price against input tax credit benefit. 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 we 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"*.
- 5.8 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.
- 5.8. **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.13.09.18.
- 5.9 GST @18% shall be applicable on Liquidated Damages (LD) as well as on Forfeiture of Earnest Money Deposit (EMD/ Security Deposit (SD) and shall be recovered additionally from the supplier/Contractor.
- 5.10. **GST – E-Way Bill:**

The Government of TamilNadu had notified that e-way bill is required to be generated for intra-state movement (within the state of Tamil Nadu) for consignment value exceeding Rs.1,00,000 with effect from 2<sup>nd</sup> June 2018. It may kindly be note d that E-Way bill on interstate movement of goods had been introduced with effect from 1<sup>st</sup> 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).

5.11. **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.

5.12. **Provision of Section -194Q of IT Act :**

1. 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 194Q will apply at higher rate u/s.206AB.
2. 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.
3. 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.
4. 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 **Schedule-H** to determine the applicability of TDS rate u/s 206 AB.

**5.13 TDS under GST as per Section 51 of the CGST Act, 2017: -**

The Central Government vide Notification No.50/2018 dated 13<sup>th</sup> September 2018 has notified 1<sup>st</sup> day of October, 2018 as the date from which the provisions of Tax Deducted at Source (TDS) under GST as per Section 51 of the CGST Act, 2017 shall come into force.

Accordingly, Tax at the rate of 2% ( i.e. CGST 1% and SGST 1% ) or (IGST 2%) will be deducted from the payment made or credited to the supplier (i.e. deductee) of taxable goods or services or both from the invoices raised by the suppliers or service providers.

The Standard Operating Procedure (SOP) issued by CBIC is available in [www.cbic.gov.in/resources//htdocs-cbec/gst/28092018 SOP ON TDS.pdf](http://www.cbic.gov.in/resources//htdocs-cbec/gst/28092018_SOP_ON_TDS.pdf) which can be referred to for further clarification.

## **6.0. INSURANCE:**

Contracting firms shall arrange insurance for the equipment and all its accessories being supplied by them, through any of the Nationalised Insurance

Companies. It will be the responsibility of the supplier to replace the defective/ damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance Underwriters/Carriers.

## **7.0. QUANTITY ALOCATION:**

At the time of issuing order for supply of materials, TANGEDCO reserves the right to allocate the quantity after ensuring the manufacturing capacity, ability to supply, quantity offered and past performance.

## **8.0. PAYMENT :**

### **8.1. (a) For the materials delivered within contractual delivery period:**

**100%** of the All-inclusive price (including GST) of the materials of each consignment shall be released to the vendors of SSI units and non-SSI units within a time frame of 45 days from the date of receipt of materials at site and bills with required documents for passing the bills by the Superintending Engineer/ EDCs concerned, based on the copy of the SRB received from the respective consignee EDC Stores after deducting recoveries, if any. The invoice in duplicate shall be sent to the office of the Superintending Engineer / EDCs concerned, for passing the bills.

In the event of TANGEDCO fails to keep the stipulated time frame for releasing payment to SSI units and non-SSI units against satisfactory acceptance of materials, the simple interest will be paid for the delayed period at SBI three months MCLR. (The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the time of date of PO shall be taken as base date to ascertain the interest rate.)

### **8.1. (b) For the materials delivered beyond the contractual delivery period if accepted by the purchaser :**

**100%** payment of the all-inclusive price (including GST) of the materials of each consignment shall be released to the vendors of SSI units and non-SSI units within a time frame of 45 days from the date of receipt of materials at site and bills with required documents for passing the bills by the



Superintending Engineer/ EDCs concerned, based on the copy of the SRB received from the respective consignee EDC Stores after deducting L.D. and other recoveries, if any. The invoice in duplicate shall be sent to the office of the Superintending Engineer / EDCs concerned, for passing the bills.

In the event of TANGEDCO failing to keep the stipulated time frame for releasing payment to SSI units and non-SSI units against satisfactory acceptance of materials, the simple interest will be paid for the delayed period at SBI three months MCLR.

(The simple interest shall be calculated for the delayed period by adopting the 3 months MCLR of SBI prevailed at the time of date of PO shall be taken as base date to ascertain the interest rate.)

- 8.3. **Payment will be made to the suppliers by NEFT/RTGS / Bank transfer. The bank charges involved in making payment will be to the account of the tenderer/supplier.**
- 8.4. Payments will not be made for materials damaged during transit. All defective materials shall be replaced by the supplier free of charge.
- 8.5. The payment will be made directly to the supplier based on submission of claims to the Accounts Branch of EDCs against passing of bills by concerned Superintending Engineer/EDCs.
- 8.6 In case of delay in supply, the materials, will be accepted subject to the following conditions.
  - a. There should be no declining trend in prices,
  - b. Payment will be released as per the recent purchase order rates or lowest rates obtained during the recent tenders opened (the lower rate include negotiated rate if negotiation is made and it will not be altered even when the procurement will be made at differential prices) subject to levy of liquidated damage for belated supplies.
  - c. TANGEDCO reserves the right to accept or reject the delayed supplies without assigning any reason thereof and take action as per the other terms and conditions of this specification.
- 8.7. 100% payments will be made only on receipt of the supplier's bills in duplicate and passing of bills by the Superintending Engineer /EDCs concerned after **approval / acceptance of the following :**
  - (a) Security Deposit cum Performance Guarantee for 5% value of the order.
  - (b) Undertaking towards jurisdiction for legal proceedings
  - (c) Guarantee Certificate
  - (d) Undertaking towards Input tax credit benefit passed on to TANGEDCO
- 8.7.1 **Acceptance / Approval of PO issuing Authority (CE/MM)**
  - (a) Security Deposit cum Performance Guarantee for 5% value of the order.

- (b) GST Registration Certificate.
- (c) Undertaking towards jurisdiction for legal proceedings
- (d) Guarantee Certificate for the ordered quantity
- (e) Undertaking towards Input tax credit benefit passed on to TANGEDCO
- (f) Test Certificate furnished along with offer for supply /Inspection reports after carrying out inspection for the offered quantity of material.

**8.7.2. Acceptance of Bill Passing Authority.: ( SE / EDCs )**

- (a) Invoices/Bills
  - (b) Guarantee Certificate for the supplied materials against DI issued by CE/MM
  - (c) e-way bill as per GST norms for the transport of material against DI issued by CE/MM
- 8.8. The supplier should despatch only after getting despatch instructions from the Superintending Engineer / Materials Management-I. If the supplier despatches the materials without the prior approval of the purchaser, then the purchaser shall not be responsible for any demurrage or wharfage or both and only the supplier should bear any expenditure arising out of such unapproved despatches.

**9.0. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

- 9.1. The successful tenderer will have to pay the Security Deposit cum Performance Guarantee as detailed below:

The successful tenderer / Supplier will have to furnish the Security Deposit cum Performance Guarantee / remit the amount in the form of Electronic Mode of Payment or DD / Banker's Cheque / Irrevocable Bank guarantee **within 30 days from the date of receipt of Purchase Order.** If the successful tenderer / supplier fails to remit the amount / furnish the Security Deposit cum Performance Guarantee within the above stipulated time, the EMD paid by the tenderer / supplier shall be forfeited and Purchase Order will be canceled without any further reference and order will be placed on the next eligible bidder.

Irrevocable Bank Guarantee will be accepted towards payment of Security deposit cum Performance guarantee for the value of Rate contract / purchase order exceeding Rs.10 Lakhs. The above BG should be a single irrevocable Bank Guarantee of 5% of the purchase order value and valid for a **continuous period of 24 months from the anticipated date of receipt of last consignment of goods / materials at site in good condition.** In case of delay in supply, the Guarantee should be extended suitably.

- 9.2. The Security Deposit cum Performance Guarantee will not carry any interest.
- 9.3. The Security Deposit cum Performance Guarantee will be returned /refunded to the supplier after the expiry of the guarantee period 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 to the purchaser, then the purchaser will in addition to such other dues that he shall have under law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the supplier.

- 9.4. If the performance period of the supplied material is over and some quantity of within guarantee period defective materials are still pending for want of repair/replacement then fresh BG equal to the cost of such defective material is to be furnished by the vendor for releasing original SD cum PBG by TANGEDCO (purchaser).
- 9.5. In case of the requirement arising for extension of the Bank Guarantee, the extended Bank Guarantee shall have to be submitted to TANGEDCO within the date of expiry of the existing Bank Guarantee. In case of failure to submit such extended Bank Guarantee within the due date (expiry date), TANGEDCO shall invoke the Bank Guarantee by addressing the Bank directly.
- 9.6 In case of Bank Guarantee is extended with break in period for any reasons, TANGEDCO shall reserve the right to accept the belated submission of the extended Bank Guarantee by levying penal interest at the **rate of 22% per annum** for non coverage period. Such penal interest shall be recovered from the service provider's subsequent bill. *The penal interest towards belated submission of Bank guarantee will also attract GST @18 %.*

#### 10.0. **DELIVERY:**

- 10.1. The delivery shall commence after fifteen days from the date of receipt of Order and to complete the supply within 6 months thereafter, as per delivery schedule that will be specified in the rate contract order. Based on the requirements and contingencies, TANGEDCO has right to advance/ postpone the delivery schedule at the time of placing Rate Contract Order. The quantities due to be supplied in each month will be taken into consideration for the purpose of liquidated damages clause. The above delivery shall be guaranteed by you under liquidated damages clause governed by this specification.
- 10.2. TANGEDCO reserves the right to cancel the quantities not supplied as per delivery schedule. The unsupplied quantities that lapse in the schedule, may be placed on other firms who have ensured timely delivery of material.
- 10.3. TANGEDCO also reserves the right to cancel the order if the delivery schedule is not kept up, without any further notice to the supplier.
- 10.4. To ensure sustained supply without any interruption, TANGEDCO reserves the right to place orders among more than one tenderer.
- 10.5. The TANGEDCO will be at liberty to cancel the contract if the supply is not made as per the delivery schedule, notwithstanding its right to claim

liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. The defaulting contractors will be liable to pay to the TANGEDCO in addition to the liquidated damages for delay, the actual difference in price whenever the TANGEDCO orders the delayed quantity to be supplied / executed by other agencies at higher rate.

- 10.6. The actual date of receipt of each material with all accessories will be reckoned as the date of delivery for the purpose of calculation of liquidated damages in respect of that material.
- 10.7. It is the responsibility of the supplier to give 15 days advance information for inspection, despatch of materials and other obligations under the terms and conditions of this contract in order to deliver the materials within the contractual delivery period quoted /agreed.
- 10.8. The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.
- 10.9 After the issue of Despatch Instruction, if any delay is caused by the supplier in arranging timely despatches, their poor performance will be taken note of while ordering in future.
- 10.10 Tenderers should agree for delivery of materials anywhere in Tamil Nadu State to be stipulated by the Board based on the schedule furnished. The delivery so specified shall be guaranteed by the tenderers under liquidated damages clause
- 10.11 TANGEDCO reserves the right to revise this delivery schedule depending on the actual requirement at the time of placing the purchase order.

#### **11.0. TECHNICAL:**

- 11.1. The materials shall conform to the schedule of guaranteed technical particulars and technical specification given in **SECTION -VI**.

#### **12.0. INSPECTION:**

- 12.1. The authorised representatives of the purchaser shall have access to the supplier's works at any time during working hours, for the purpose of inspecting the manufacture of the materials and for testing the selected samples from the materials covered by the specification. The suppliers shall provide necessary facilities for such inspection.
- 12.2. Tenderers are requested to furnish in their tenders the exact location of their factory with detailed address to enable inspection by TANGEDCO Officers if considered necessary.
- 12.3. Not less than 15 days advance intimation shall be given about the quantity of materials that will be ready for inspection by the TANGEDCO's officers. Witnessing of acceptance tests and inspection of materials at works by TANGEDCO's official shall be made by suppliers in such a way that the delivery schedule is kept up. The materials shall not be despatched without instruction from TANGEDCO.

- 12.4 For New entrants, factory inspection will be done by the Board's officers to assess the genuineness in manufacturing the tendered materials and to assess whether the firm has infrastructural facilities to manufacture the same.

### **13.0. LIQUIDATED DAMAGES:**

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

- 13.1. If the supplier fails to deliver the materials within the time specified in the indent or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of half a percent (0.5%) of the All-inclusive price of the undelivered materials for each completed week of delay. The total liquidated damages shall not exceed ten percent (10%) of the All-inclusive price of the materials so delayed.

The actual date of delivery of materials with all its accessories at destination stores will be reckoned as date of delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the supplier to arrange for inspection, despatch etc. in time to keep up the delivery schedule.

- 13.2. The defaulting suppliers 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 contract.
- 13.3. If supplies to be rendered against the Purchase order are made by the supplier beyond the period of delivery stipulated in the indent 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 supply.
- 13.4. The TANGEDCO will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the indent, notwithstanding its rights to claim liquidated damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.
- 13.5. The suppliers 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 contract and in the event of placing orders for such quantities on some others at a higher price.
- 13.6. Tenderers not giving clear and specific acceptance to the above clauses are liable for rejection.
- 13.7. If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.

### 13.8. **GST ON LIQUIDATED DAMAGES :**

- a) Liquidated Damages: Liquidated Damages collected/recovered on inward supplies i.e. purchase of goods and services will attract GST @ 18% and Liquidated Damages collected/recovered on taxable outward supplies will attract GST @ 18%. GST will be additionally recovered from the supplier in addition to the stipulated LD rates in the Purchase Order/Contract.
- b) GST rate on Forfeiture of EMD and Security Deposits: GST @ 18% will be collected additionally from the Tenderer at the time of Forfeiture of EMD and Security Deposits.
- c) The GST amount recovered from L.D, forfeiture of EMD/SD is eligible for Input Tax Credit (ITC) to the suppliers and thus no financial burden on Suppliers

### 14.0. **FORCE MAJEURE:**

14.1. The supplier shall not be liable for delay in performing his obligations resulting directly or from any force majeure conditions herein defined as:

- a) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.
- b) Natural phenomena, such as floods, drought, earthquakes and epidemics.
- c) Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
- d) Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening, break down of essential machinery or equipments etc.
- e) Strikes, slow down, and lockouts.
- f) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at 'b' to 'e' above shall be considered, provided the supplier produces documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply.

All the provisions of this clause shall apply whether the disruption cause is total or partial in its effect upon the ability of the supplier to perform.

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

14.2. Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of

any eventuality for a period exceeding 60 days, the TANGEDCO may at its option terminate the contract by a notice in writing.

- 14.3. The Power cut shall not be considered under force majeure condition. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.

#### **15.0. GUARANTEE:**

- 15.1. The entire materials should be guaranteed for the satisfactory operation and workmanship for a period of 18 months from the date of receipt of materials in good condition at site or 12 months from the date of commissioning whichever is LATER, subject to an overall guarantee period of 24 months from the date of supply.
- 15.2. Any defects noticed during the above period shall be rectified by the supplier free of charge to TANGEDCO within **two (2) months** on receipt of instruction from the purchaser. Tenders without the above are liable for rejection.
- 15.3. A written guarantee guaranteeing the TANGEDCO against any defects in the materials supplied or in the Workmanship should be furnished along with the each bills for payment. This should be operative for the period of 24 months from the date of receipt of materials at site in good condition.

Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified/replaced free of cost within **two (2) months** on receipt of intimation from the purchaser on such defects or failures. If they are not rectified or replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A guarantee certificate in the above form shall be submitted along with the bills themselves.

- 15.4. The packing shall conform to relevant packing standards. The contractor should however ensure that the packing is such that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage. The words "Handle with care" should be printed on the cartons.

#### **16.0. DESPATCH INSTRUCTIONS :**

- 16.1. The details of allotment to consignee and destination stores will be furnished at the time of issue of Despatch Instructions. Despatch instructions will be issued as per the delivery schedule/in advance if required by TANGEDCO. The details of allotment to consignee and destination stores will be furnished in the Despatch Instructions issued and the materials shall reach the respective consignee EDCs.

## 17.0. **TESTS:**

### 17.1. Routine Tests:

- i) Routine Test as per **IS 7098/Part-1/1988** of latest issue as amended upto date for the above cables shall be conducted by the manufacturer on finished cables in entire quantity in each consignment.
- ii) Routine Test results shall be submitted in duplicate to the Superintending Engineer/Materials Management-I, along with the inspection call and got approved by him before the despatch of each consignment.

### 17.2. **TESTS AT SITE:**

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

## 18.0. **LOSS OR DAMAGE :**

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

## 19.0. **REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:**

- 19.1. Notwithstanding anything contained in the above Liquidated Damages clause when the whole or part of the materials supplied by the supplier are found to be defective or damaged or are not in conformity with the specification, such defects or damages in materials supplied shall be rectified within two months from the date of intimation of defects/damages either at the point of destination or at the supplier's works at the cost of the supplier against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within two months from the date of receipt of the intimation from the purchaser. If the defects or damages are not rectified or replaced within this period, the contractor shall pay a sum towards liquidated damages clause given above, for the delay in rectification/replacement of the defects or damages.
- 19.2. If even after such rectification or replacement of the damaged or defective part, if the equipment/materials ordered is not giving the satisfactory performance as per the contract, then it will be open to the purchaser either



to reject the goods or repudiate the entire contract and claim such loss sustained by the TANGEDCO.

- 19.3. Notwithstanding any other remedies available, the purchaser shall be entitled to dispose of the defective/damaged materials in "as is where is" condition without further notice, if the Contractor/supplier fails to rectify the defect and/or replace the damaged materials and / or fails to remove the defective/damaged materials within such period as may be notified by the purchaser through notice and their sale proceeds of such disposal shall be appropriated towards the dues to the TANGEDCO such as Liquidated damages, ground rent etc., as may be determined by the purchaser. For all legal purposes, the materials shall be deemed to pass into the Board's ownership at the destination Stores, where they are delivered and accepted.

**20.0. RESPONSIBILITY:**

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

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

Suppliers failing to execute the order placed on them to the satisfaction of the TANGEDCO under the 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 penalty under the Liquidated Damages clause and forfeiture of Security Deposit cum performance guarantee.

**22.0. NON-ASSIGNMENT:**

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

**23.0. EFFECTING OF RECOVERIES:**

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

**24.0. RECOVERIES OF DUES:**

The TANGEDCO is empowered:

- i) To recover any dues against this contract in any bills/Security Deposit/Earnest Money Deposit/Permanent Earnest Money Deposit due to the contractor either in this contract or any other contract with TANGEDCO/TNEB.
- ii) To recover any dues against any other contracts of the contractor with TANGEDCO/TNEB, with the available amount due to the contractor against this contract.

**25.0. RAW MATERIALS:**

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

**26.0. INCOME TAX PERMANENT ACCOUNT NUMBER AND TIN NUMBER:**

26.1. The tenderers should furnish the Permanent Account Number issued by Income Tax Department with the Tender.

26.2. The tenderer shall furnish the **GSTIN Number** of the firm.

**27.0. 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.

**28.0. PAST PERFORMANCE:**

28.1. The intending tenderers shall furnish the documentary evidence with details of Purchase Orders executed during the last ten years alongwith End user's certificate in the proforma enclosed in the Tender Specification as per Schedule-C and also proof for the same shall be uploaded.

28.2. The details furnished by the tenderers shall be in complete shape and if it is found that any information is found omitted, suppressed, incomplete or incorrect, the same will be taken note of while dealing with the tenders in future.

**29.0. LEGAL STATUS OF THE FIRM:**

The tenderers shall furnish necessary documents evidencing their legal status of the firm along with their offer.

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

30.1. No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, Madras, City Civil Court at Chennai or at the Court of small causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though, part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of courts outside the Tamil Nadu, then it is agreed to between the parties that such suits or proceedings shall be instituted in a Court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts. The successful Tenderer shall furnish an undertaking as per Annexure-2 in a non judicial stamp paper of Rs.80/- agreeing to the above condition.

\*\*\*\*\*

## **SECTION-VI**

### **TECHNICAL**

#### **1100V ,4x240 SQ.MM A2XFY UG POWER CABLE.**

- |      |  |   |  |
|------|--|---|--|
| 1.0. | Requirement                                    | : | 1100V rated 4x240 sq.mm A2XFY Power Cable, comprising of Multi-stranded shaped compacted Aluminium Conductor of grade H2/H4, XLPE insulated, cores laid up, inner sheath of extruded PVC of type ST2, galvanized steel strips armoured and PVC of type ST2 sheathed overall, conforming to IS.7098/Part-1/1988 with its amendments upto date and with ISI marking.   |
| 2.0. | Voltage Grade                                  | : | 1100 V   |
| 2.1. | Purpose  | : | For use in LT distribution Network (cable to be laid in Trench/directly underground)   |
| 2.2. | Conductor size and material                    | : | 4x240 SQ.MM Size with H2/H4 Grade Aluminium. Complying With IS.8130/1984.  |
| 2.3. | Resistance of conductor                        | : | Maximum, resistance at 20 degree Celsius shall be <b>0.125 ohm/Km</b> as per IS:8130/1984 with latest amendments.  |
| 2.4. | Formation of conductor                         | : | Multi stranded shaped Compacted conductor  |
| 2.5. | Number of strands per core                     | : | 61 Nos.  |
| 2.6. | Weight of the bare Aluminium conductor per Km. | : | <b>Not less than 2425 Kgs/Km. for 4 cores.</b>   |
| 3.0. | XLPE Insulation                                | : | <ol style="list-style-type: none"> <li>1. The Insulation shall be extruded over conductor with cross linked Polyethylene (XLPE) conforming to Section VI of table of IS 7098/Part-I /1988 with its latest amendments up to date (i.e.) the insulation should be suitable for normal operation at 90 degree Celsius and with stand 250 degree Celsius during short circuit. The insulation shall be applied that it fits closely on the conductor.</li> <li>2. The curing of XLPE insulation shall be processed with steam curing or Nitrogen gas curing so that the insulation is cured homogenously.</li> </ol> |
| 3.1. | Thickness of insulation                        | : | 1.70 mm as per IS. 7098/Part-I /1988.  |
| 4.0. | Colour identification of cores                 | : | Shall conform to colour schemes as per IS. 7098/Part I/ 1988 with its latest amendments upto date. Red, Yellow, Blue for main core. The neutral conductor core shall be black.   |
| 4.1. | Laying up of core                              |   | The cores shall be laid up together with right hand lay, complying IS 7098 / Part-I/1988 with its amendments upto date. The interstices shall be filled  |

with non-hygroscopic material, wherever necessary.

- |                    |  |
|--------------------|--|
| 5.0. Inner sheath  | <p>The laid up core shall be provided with inner sheath of PVC applied by extrusion. The PVC sheathing shall be extruded from FRESH PVC granules. Recycled PVC granules should not be used. Polyester transparent tape overlap over XLPE is preferable. The sheathing shall conform to Type ST2, PVC Compound of IS:5831/ 1984 ie. for 90 degree Celsius operation. It shall be ensured that it is as circular as possible. The inner sheath shall fit closely on the laid up cores and it should be possible to remove it without damage to insulation of individual cores. The thickness of inner sheath shall conform clause 12.3 table IV of IS 7098/Part I/1988 with its latest amendments.</p> |
| 6.0. Armouring     | <ul style="list-style-type: none"> <li>a. Galvanised Steel strip armour conforming to IS.3975/1979 with its latest amendments.</li> <li>b. The armouring shall be applied over the inner sheath (common covering) as closely as practicable.</li> <li>c. The number of armour strips not less than <b>34 Nos.</b> so applied shall remain the same throughout (i.e.) in the inner end of the cable/along the length of the cable and the outer end of the cable.</li> <li>d. The direction of lay of the armour shall be left handed.</li> <li>e. The dimension of the armouring shall be 4.0x0.8 mm conforming to table VI of IS.7098/Part-I/1988 with its latest amendments.</li> </ul>            |
| 7.0. Outer sheath  | <p>The colour of the outer sheath shall be black. It shall be applied over the armouring. The thickness shall conform to clause 14.3 table VIII of IS 7098/Part I/ 1988 with its latest amendments. PVC sheathing shall conform to Type ST 2, PVC compound of IS.5831/1984 with its latest amendments for 90 degree Celsius operation &amp; shall be extruded from fresh granules. <u>Recycled PVC granules should not be used.</u></p>  |
| 8.0. Cable lengths | <ul style="list-style-type: none"> <li>i. Cable shall be supplied in continuous drum lengths of 200 metres with a tolerance of plus or minus 3%.</li> <li>ii. A Quantity of cable, not exceeding 5% of the quantity ordered will be allowed to be supplied in non-standard length, but none of which shall be less than 100 metres.</li> <li>iii. Plus or minus 2% of the quantity ordered will be allowed to be supplied more or less than the quantity ordered.</li> </ul>   |

## 9.0. Manufacture's Identification

The manufacturers identification shall be provided throughout the length of the cable by embossing the following on the outer sheath at intervals of two metres approximately.

- a. Trade Mark/Manufacturer's name/IS marking.
- b. Year of manufacture.
- c. Type of cable viz. A2XFY..
- d. Voltage Grade as per relevant ISS.
- e. Size of the cable (viz) 4 core 240 sq.mm
- f. Letters "TANGEDCO", "ELECTRIC CABLES",
- g. The Length of the cable shall be indicated sequentially along the length of the cable in each drum.

## 10.0 Packing

The cables shall be securely packed in non-returnable, well-seasoned wooden drum so as to withstand rough handling during transport by RAIL, ROAD, etc. and subsequent storage. Following information shall be marked on the drum.

- a. Reference to the Indian Standard ie. ref. IS 7098/Part-I/1988 with its latest amendments.
- b. Manufacturer's name, brand name or trade mark
- c. Type of Cable and Voltage grade
- d. Number of cores
- e. Nominal cross sectional area of the conductor.
- f. Cable Code
- g. Length of the cable in the drum
- h. No. of lengths in the drum (if more than 1)
- i. Direction of rotation of drum (by means of an arrow)
- j. Approximate gross weight
- k. Country of manufacture
- l. Year of manufacture
- m. The drum or cable may also be marked with ISI Certification Mark.

## 11.0 Test certificates

Routine tests, acceptance test and optional tests as per IS 7098/Part- I / 1988 with its latest amendments shall be conducted using testing kit/ equipment/ instruments calibrated in any of the Government Institutes /undertaking /Government Recognised laboratory. The test results shall be furnished to the Superintending Engineer/ Materials Management-I, 144, Anna Salai, Chennai-600 002 for approval.

\*\*\*\*\*

**SCHEDULE-A****PRICE SCHEDULE**

(To be filled in by the Tenderer)

SPECIFICATION No. **M.64/2021-22**QuantityTendered: **300 Kms.**

Name of Material	Quantity Offered in Km.	Ex-Works Price per Km. Rs. p.	Freight & Insurance Charges Per Km. Rs. p.	P & F charges in Rs. p	CGST/ SGST/ IGST in % & Amount Rs. p.	HSN Code	All-inclusive Unit Price including GST per Km. Rs. p.
1	2	3	4	5	6	7	3+4+5+6
1100 V, 4x240 sqmm LT UG XLPE, Alu.Power Cable (as per SECTION-VI Technical- of this Specification)	(To be filled by the tenderer in BOQ format only)						

COMPANY SEAL

SIGNATURE :  
DESIGNATION :  
COMPANY :  
DATE :

- NOTE:1. Rates quoted shall be in figures.  
2. The split up details for the all inclusive prices shall be given without fail.  
3. While quoting the rates the bidder shall indicate the HSN Code for all the tendered items as per GST Act.

P&amp;F – Packing and Forwarding charges

**SCHEDULE-B1****SCHEDULE OF MATERIALS AND DELIVERY PERIOD**

(To be filled in by the Tenderer.)

SPECIFICATION No. **M.64/2021-22**TENDERED QUANTITY- **300 Kms.**

Description Of material	Quantity Offered per month (in Km.)	Total quantity offered (in Km.)
1100V, 4x240 sqmm LT UG XLPE, Aluminium Power Cable		

Company Seal:

Signature :  
 Designation :  
 Name :  
 Date :  
 Company :

**SCHEDULE-B2****STATEMENT OF SUPPLY ORDERS EXECUTED/ UNDER EXECUTION  
DURING THE PAST TEN YEARS AS ON THE DATE OF TENDER.**

(To be filled in by the tenderer)

Sl No	Name & Address of the Organisation	Name of material (1100V 4x240 sqmm or higher KV rating or Higher size LT UG XLPE Alu. power cable)	P.O. No. & Date	Qty. in Km.	Value of order in Rs. Lakhs	Scheduled Date of completion of order	Actual Date of completion of order
1	2	3	4	5	6	7	8

Company Seal:

Signature :  
 Designation :  
 Name :  
 Date :  
 Company :



**SCHEDULE-C****DECLARATION FORM**

(To be signed by the tenderer)

**Strike off, whichever is not applicable:**

To

The Chief Engineer/  
Materials Management,  
4th Floor, Western Wing,  
NPKRR Maaligai, Electricity Avenue,  
144, Anna Salai, Chennai -600 002.

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) from the TANGEDCO's web site
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents of Spec **M.64/2021-22** (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.
6. Having examined the above specification together with the accompanying schedules etc., we hereby offer to manufacture and supply the equipments/ materials covered in this Specification at the rates entered in the attached schedule of prices.
7. We hereby guarantee the particulars entered in the schedules attached to the Specification.
8. In accordance with the Security cum Performance guarantee clause-10, Section -V, of the specification, we agree to furnish security cum performance in the form of DD/Bankers Cheque/Bank Guarantee to the extent of 5% of the total value of the contract till the expiry of the Guarantee period.
9. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 of Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

Yours faithfully,

PLACE :  
DATE :  
COMPANY SEAL :

SIGNATURE :  
DESIGNATION :  
COMPANY :

**SCHEDULE-D**  
**GUARANTEED TECHNICAL PARTICULARS**

- 1) Name of the manufacturer :
- 2) Trade mark/Brand Name :
- 3) Reference of Standard :
- 4) Whether ISI marked :
- 5) Voltage Grade :
- 6) Maximum DC resistance of the Conductor at 20 degree C. :
- 7) Number of cores and nominal cross Sectional Area of the conductor :
- 8) Fictitious diameter of conductor :
- 9) Shape of conductors. :

**INSULATION.**

- 10) Type of Insulation :
- 11) Nominal thickness of insulation
- 12) **INNER SHEATH.**
  - a. Type of inner sheath :
  - b. Thickness :

**ARMOURING**

- 13) Type of armouring :
- 14) a) Nominal dimension of armouring strip :  
b) No. of strips :

**OUTER SHEATH.**

- 15) Type of outer sheath :
- 16) Minimum thickness of outer sheath :

CABLE DIAMETER, WEIGHT, ETC

- 17) Calculated dia. Over laid up cores :
- 18) Calculated dia under the armour :
- 19) Calculated dia under the outer sheath :
- 20) Approximate weight of finished Cable/Km.:

CURRENT CARRYING CAPACITY:

- 21) Continuous current carrying capacity  
when laid in
- a. Ground :
  - b. Duct :
  - c. Air :
- 22) Short circuit rating of conductor :  
during short Circuit.
- 23) Max. permissible conductor temp. for :  
a duration of one second

DRUM LENGTH, STRANDS, ETC:

- 24) Standard drum length offered :
- 25) No. of strands in each core :
- 26) Weight of bare Aluminium conductor/Km.:

PLACE:  
DATE:

SIGNATURE OF THE TENDERER:  
SEAL:

**SCHEDULE-E**  
**QUESTIONNAIRE – A**  
**BID QUALIFICATION REQUIREMENT & COMMERCIAL CONDITIONS**  
**INSTRUCTIONS :**

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

Sl. no.	PARTICULARS	BIDDER'S RESPONSE
1	Name & Address of the Firm / Company	
a	Registered Office.	
b	Factory / Work's Address	
c	FAX No. & Telephone No.	
d	E-Mail ID.	
e	Permanent Account Number(PAN)	
f	GST registration No.	
g	GSTIN No.	
h	HSN code of the tendered material	
2	Name, Designation & Address of the person signing the tender.	
3.a	Whether the Company is Small Scale / Medium Scale / Large Scale Unit. <b>(Specify correctly)</b>	
b	If so, write Registration No.	
c	If SSI Unit registered with NSIC, period of validity to be mentioned.	
d	Legal Status of the company. ( Partnership / sole property / Registered under companies Act )	
4	Confirm whether tenderer is a manufacturer UG XLPE Power cable.	YES / NO
4.1.	Whether supplied satisfactorily a minimum of <b>30 Km.</b> of 1100 V rating of 4 x 240 sq. mm or higher KV rating or higher size LT UG XLPE Alu. Power Cable put together during the preceding ten years as on the date of tender opening to State Electricity Boards/Power Utilities/ Central/State Public Sector undertaking	
4.2	Whether the copies of purchase orders of the cables covered under Sl.No.4.1 executed during the last Ten years and end user's certificates are enclosed in the tender, as required in Clause-2 under Section-II of this Specification.	
5.0	The Annual Turn Over for the years specified (shall be more than <b>Rs.8.41 Crore</b> during any one of the last three years.)	2018-19 2019-20 2020-21
5.1	Whether documentary evidence for the Annual Turn Over enclosed.	YES / NO
6.0	Whether the currently valid BIS Licence furnished	YES / NO
7.0	Details required as per Schedule – C are also uploaded.	YES / NO

8.0	<b>EARNEST MONEY DEPOSIT :</b>	
8.1	Amount : Rs.33,63,000/- ( Rupees Thirty Three lakhs and sixty three thousand only)	
8.2	Mode of Payment :	NEFT / RTGS / Bank Account transfer to same branch.
	a)Whether scanned copy of the e-receipt duly reflecting the UTR Number/copy of the bank scroll has been uploaded.	<b>YES / NO</b>
	b)If BG is furnished in lieu of EMD amount, whether uploaded the BG obtained from Nationalised or Scheduled Bank as per Annexure 3	<b>YES / NO</b>
8.3	<p>If. If exempted for paying EMD, state whether the bidder has uploaded the documentary evidence showing their Micro / SSI status. i.e "Udayam" Registration certificate etc. as required under Section-I of the tender specification.</p> <p>ii.The bidder is deemed to accept to pay the amount equivalent to EMD amount as stipulated Cl.1.0 under section- I of the tender specification together with cost if any in the event of non-fulfillment of the conditions stipulated in the tender specification i.e. in all case where EMD paid will be forfeited. The GST applicable for the above shall also be paid to TANGEDCO by the bidder.</p>	<b>YES / NO</b>
8.4	Whether Permanent EMD is available with TANGEDCO (Documentary evidence about acceptance of PEMD is enclosed )	<b>YES / NO</b>
	<b>NOTE: If item (8.2) or (8.3) or (8.4) is not up loaded for payment of EMD/ exemption during submission of the Techno commercial bid, the Commercial &amp; Technical Bids will not be opened</b>	
9	<p><b>TYPE TEST CERTIFICATES :</b></p> <p>Whether the copy of the Type Test Certificates for the test prescribed in IS 7098/Part-I/1988 or latest issue and amended up to date for the <b>tendered cable</b> is uploaded along with the tender offer.</p> <p>NOTE: If the copy of Type Test Certificates is not enclosed along with the tender, the tender offer will be <b>summarily rejected</b>. Type Tests should have been conducted not earlier than five years as on the date of Tender opening and obtained from any one of the NABL accredited standard laboratories, such as NPL/CPRI. Otherwise the Type Test Report will be considered as invalid.</p>	<p>YES/NO</p> <p>Name of Lab :</p> <p>Date of Test :</p>
10	<b>VALIDITY :</b>	
	Whether your offer is valid for a period of <b>180 days</b> from the date of opening of Commercial / Technical Bids. [Offers with validity period of less than <b>180days</b> are liable to be rejected].	<b>YES / NO</b>

11	<b>PRICE :</b>	
a	Whether the price quoted is FIRM for a period of one year from the date of receipt of award of contract.	YES / NO
b	Whether the following breakups for the quoted Unit Price (All inclusive Price excluding GST) have been mentioned in Schedule-A (BOQ) of this specification.	YES / NO
c	Unit Ex-works Price	YES / NO
d	Freight & Insurance charges.	YES / NO
e	Whether GST Applicable (Percentage & Amount) has been mentioned separately.	YES / NO
f	Confirm that any additional amount of GST due to upward revision on account of increase in Turnover during the contractual period shall be borne by you.	YES / NO
g	Confirm that price quoted price is after accounting for GST input credit and necessary undertaking as per Annexure-I furnished	YES / NO
h	Whether you are agreeable, in case of delayed delivery, the GST prevailing on the date of actual delivery or GST applicable on the date of contractual date of delivery whichever is less shall only be payable.	YES / NO
i	Confirm that packing & Forwarding, Freight & Insurance charges quoted are applicable for delivery to any of the TANGEDCO stores in Tamil Nadu.	YES / NO
	<b>If the breakup details are not furnished, offer will be liable for rejection.</b>	
12	<b>IT-PAN &amp; GSTIN</b>	
a.	Whether PAN No. issued by IT dept. furnished and copy of IT return filed is enclosed	YES / NO
b.	Whether GSTIN is enclosed with the offer.	YES / NO
13	Whether you are agreeable for the following clauses specified under Section – V of the Specification.	
a	Payment Terms (Clause – 8 ).	YES / NO
b	SD Cum Performance Guarantee (Clause –9).	YES / NO
c	Delivery (Clause – 10).	YES / NO
d	Liquidated Damages (Clause – 13).	YES / NO
e	Guarantee (Clause – 15).	YES / NO
f	Jurisdiction for Legal Proceedings (Clause – 30).	YES / NO

14	1. Quantity tendered – 300 KMS 2. Quantity offered by the bidder :	----- KMS
15	Whether copy containing all pages of Section – V Commercial & Section – VI Technical with dated signature of the Tenderer in all pages has been uploaded enclosed with the offer.	YES / NO

COMPANY SEAL :      SIGNATURE :  
    NAME :  
    DESIGNATION :  
    COMPANY :  
    DATE :

UNDERTAKING

I, \_\_\_\_\_, sole proprietor / Partner of M/s. \_\_\_\_\_  
 \_\_\_\_\_ Give undertaking that \_\_\_\_\_  
 Details given in the above **QUESTIONNAIRE – A** are correct to the best of my  
 knowledge \_\_\_\_\_ and I agree to abide by all your Tender / Order  
 terms & conditions.

COMPANY SEAL :      SIGNATURE :  
    NAME :  
    DESIGNATION :  
    COMPANY :  
    DATE :

**SCHEDULE-F****QUESTIONNAIRE-B****DEVIATION FROM TECHNICAL TERMS****INSTRUCTIONS:**

Strike off, whichever is not applicable

Sl. No.	PARTICULARS	BIDDERS RESPONSE
1	Whether materials offered is exactly as per Technical Specification (Section-VI ) (Tender offers with Deviation in Technical Terms are liable to be rejected)  If not, give details of technical deviation.	YES / NO
2.	Whether all testing facilities for conducting tests, on 1100V 4x240 Sq.mm.LT UG XLPE Aluminium Power Cables as per relevant IS are available with your factory or not.	YES / NO

Date :

SIGNATURE OF THE TENDERER

Place :

NAME

STATUS IN THE COMPANY  
(Affix Seal of the company)**UNDERTAKING**

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

Date :

SIGNATURE OF THE TENDERER

Place :

NAME

STATUS IN THE COMPANY  
(Affix Seal of the company)



**SCHEDULE-G1****DEVIATION FROM COMMERCIAL TERMS**

All commercial deviations from the specification shall be filled in by the tenderer, Clause by Clause, in the schedule.

SECTION NO	CLAUSE NO	DEVIATION

Note: The tenderer hereby certifies that the above mentioned are the only deviations from the commercial specification and the tender conforms to the specification in all other respects.

Date :

SIGNATURE OF THE TENDERER

Place :

NAME

STATUS IN THE COMPANY  
(Affix Seal of the company)

**SCHEDULE - G2****DEVIATION FROM TECHNICAL TERMS**

All technical deviations from the specification shall be filled in by the tenderer, Clause by Clause, in the schedule.

SECTION NO	CLAUSE NO	DEVIATION

Note: The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification and the tender conforms to the specification in all other respects.

Date :

SIGNATURE OF THE TENDERER

Place :

NAME

STATUS IN THE COMPANY  
(Affix Seal of the company)

**SCHEDULE – H****Declaration pursuant to Section 206AB****(To be obtained from applicable Suppliers)**

This is to declare that .....(Name of the supplier) have filed the Return of Income (ROI) under the relevant provisions of the Income Tax Act, 1961 for the Assessment Year 2019-20 and 2020-21 (FY 2018-19 and FY 2019-20) and we shall file the ROI for Assessment Year 2021-22 (Financial Year 2020-21) within the due date as per the provisions of the said Act.

Permanent Account No. (PAN) of our Company/Firm/Individual is ..... The details of Return of Income filed are as below:

S. No	Assessment Year	Acknowledgement No	Date of Filing
1	2019-20	_____	_____
2	2020-21	_____	_____

Place :

Date :

(Authorized Signatory)  
Signature & Seal

**ANNEXURE-1****UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS**

This undertaking executed at ..... on this ..... (Date).....(Month) two thousand and twenty one 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, a body corporate constituted as per provision of G.O.MS.No.100, dt.9.10.2010, having its registered Office at No.144, Anna Salai, NPKRR Maaligai, Chennai - 600 002 herein after called the purchaser (Which expression shall where the context so admits means and includes its successors in Office and assigns.)

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

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

AND WHEREAS in accordance with Clause.....of the above mentioned Purchase Order the contractor has to furnish an undertaking that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than in the High Court, Chennai 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, Chennai 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 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 on proceedings shall be instituted in a Court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

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

WITNESS :

- 1.
- 2.

SIGNATURE WITH SEAL

\*\*\*\*\*

**ANNEXURE - 2****UNDERTAKING TOWARDS INPUT TAX CREDIT****Declaration to be submitted by the L1 tenderer in NJS paper of value not less than Rs.80/-****M.64/2021-22**

To

The Chief Engineer (concerned),  
TANGEDCO.

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

We hereby declare and confirm that we are unregistered vendor under GST Act being turnover is less than Rs. ----- lakhs (being threshold limit) per annum. (For unregistered vendor, the vendor has to submit an affidavit in the enclosed format).

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

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

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this job.

If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.

Signature of the firm with Company Seal.

Note: The firm may strike out the para not applicable

\*\*\*\*\*

**ANNEXURE-3****FORMAT FOR BANK GUARANTEE IN LIEU OF E.M.D.**

**(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs.80/-)**

Beneficiary: The Chief Engineer, Materials Management,  
Tamil Nadu Generation and Distribution Corporation Limited,  
4<sup>th</sup> Floor, WESTERN WING, N.P.K.R.R. Maaligai,  
New. No:144, Anna Salai, Chennai - 480 002

Date: .....

Bid Guarantee No: .....

We have been informed that M/s..... (here after called "the bidder") has submitted to you its bid dated ..... (herein after called, "the bid") for TANGEDCO e-Tender Specification No: M-..../ 2021-22.

Furthermore, we understand that, according to the conditions, bids must be supported by a Bid Guarantee.

At the request of the bidder, we the..... BANK, Banking company, a body corporate, constituted under the Banking companies (Acquisition and Transfer of Undertakings) act, 1970, with their head office at ....., and having among others at branch office at ....., India hereby irrevocably undertake to pay you a sum or sums not exceeding in total an amount of **Rs. ..../- ( Rupees ..... Only/-)** upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder :

- a) has withdrawn its bid during the period of bid validity specified by the Bidder in the form of bid ;or
- b) having been notified of the acceptance of its bid by the TANGEDCO during the period of validity
  - i. fails or refuses to execute the contract form, if required ,or
  - ii. fails or refuses to furnish the Security deposit cum performance Bank Guarantee, in accordance with the instructions to Bidders.

This Guarantee will expire:

a) if the bidder is the successful Bidder, upon our receipt of copies of the contract signed by the bidder and the security deposit cum Performance Bank Guarantee issued to upon the instruction of the bidder and

b) if the bidder is not successful Bidder, upon the earlier of

i. our receipt of copy of the notification to the Bidder of the name of the successful Bidder or

ii. Six months after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

1. Our liability under this Bank Guarantee shall not exceed Rs. ..../- (Rupees ..... Only/-)

2. The Bank Guarantee shall be valid up to .....

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the guarantee as found under clause (2) above plus claim period)"

IN WITNESS WHERE OF THIRU ..... and THIRU..... . acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

In the presence of witnesses:

1.

2.

(Signature with seal of the Bank (Name in Block letters) and

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

\*\*\*\*\*

## **ANNEXURE-4**

### **Guidelines for releasing GST portion to suppliers / Contractors**

As per GST guidelines TANGEDCO/TANTRANSCO has to ensure the remittance of GST to Govt. made without omissions by the supplier / contractors, since GSTR 2A is getting updated regularly.

Hence the following guidelines were issued to the Supplier / Contractor:

1. The Tax invoices shall have the details of rates, quantity and admissible rate of GST.
2. The suppliers shall pay the GST and file the returns under GST promptly to avoid delay in processing / payment of invoices could be avoided/ minimized. If the supplier paid the GST, their invoices would be exhibited in the GSTR-2A and the same will be taken as GST compliance of Supplier/contractor.
3. The running bills will be passed after verification of the GST paid in the previous month. In case of high value bills (say 10 lakh or above) the GSTR-2A will be verified before passing the bills.
4. In case of one and only bill against the PO/W.C, the bill will be passed after verification of GSTR-2A only.
5. The updated GSTR-2A available in the portal will be utilized in lieu of documentary proof for any GRT claim.
6. Instead of insisting for the hard copy of any document proof such as returns filed, Challons remitted, CA certificate, GSTR-3B the GSTR-2A will be verified for admitting invoices.

The Tax supplier who has availed the scheme of quarterly filing of returns (i.e when turnover is upto 150 Lakhs) the following mechanism will be adopted for passing the bills.

- i. If it is only one bill, the GST payment of the supplier's bill will be verified during PO closure.
- ii. If there are multiple bills, then
  - (a) Bills related to first 3 months ie. Initial quarter will be admitted inclusive of GST without verifying with GSTR-2A reports.
  - (b) Bills for the subsequent quarter will be passed if GST payment of bills raised on TANGEDCO in the earlier processed quarter has been updated and exhibited in GSTR-2A.

If discrepancies arise between the value shown in the GSTR-2A and the invoices available, the liability towards GST may be restricted to the lower of the above two.

\*\*\*\*\*



**ANNEXURE –5****TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)**DECLARATION FORM**  
**To be signed with company seal on letter head & uploaded**

Date:

To,

Sub: Acceptance of Terms &amp; Conditions of Tender.

Tender Reference No: ----- Name of Tender

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site (s) namely: -----  
----- as per your advertisement, given in the above mentioned website (s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No.----- to -----(including all documents like annexure (s), schedule(s), etc.,) which form part of the contract agreement and I /We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum (s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder,  
with official Seal)

\*\*\*\*\*