



TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LIMITED

**SPECIFICATION FOR SUPPLY OF 2 NOS. FULLY AUTOMATIC OIL
TAN DELTA AND RESISTIVITY TESTING KIT WITH ACCESSORIES**

THROUGH E-TENDERING

(Through NIC Platform)

SPECIFICATION NO. R&D -01/2022-23

OFFICE OF THE
CHIEF ENGINEER/IC,.R&D
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TAMILNADU.
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**TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION
LIMITED.**

1)	Tender Specification No.	Specn No: R&D - 01 /2022-23
2)	Name of the work	Supply of 2 Nos. Fully Automatic Oil Tan Delta and Resistivity testing Kit with accessories one each for Coimbatore Oil Testing Lab and Trichy Oil Testing Lab.
3)	Quantity	2 Nos.
4)	Method of Tender	Online e-Tender System (Two Part) (Part I - Techno-Commercial Bid and Part II - Price Bid) Through https://tntenders.gov.in/nicgep/app
5)	Earnest Money Deposit (EMD)	Rs.35,000 /- (Rupees Thirty Five Thousand only) TANGEDCO's Account : Name of the beneficiary : Chief Financial Controller/General/TANGEDCO Bank Name: CANARA BANK Bank Address: 800, Electricity Avenue, Mount road Anna Salai, Chennai-2. Pincode 600 002. 9 Digit MICR code of the bank branch: 600015024 Bank Account No: 0911201003004 11 digit IFC code of beneficiary bran: CNRB0000911 Permanent account No. (PAN):AADCT4784E. Swift code: CBRBINBBMFD
	OR (b) Permanent EMD	PEMD holder of Rs.20,00,000/- and above (Rupees Twenty lakhs and above) are eligible to participate in this tender
6)	URL for online bid submission for e-tender.	https://tntenders.gov.in/nicgep/app
7)	Last date for submission of EMD	11.05.2022 @12.00 Noon. (The EMD amount has to be received in TNEB/TANGEDCO account <u>through e payment, 2 hours before closing time of tender</u>)
8)	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	11.05.2022 @ 02:00PM.

9)	Date & time of opening of tender electronically	12.05.2022 @ 02:30 PM.
10)	e-tender documents are available at	TANGEDCO web site:(www.tangedco.gov.in) TN Govt. website :- (www.tenders.tn.gov.in) The prospective bidders may download the same.
11)	Documents to be uploaded by the Bidders during online	Schedules A to H and other documents whichever is applicable.
12)	Clarification if any, to be sought for from	The Chief Engineer/ IC,R&D, Tamil Nadu Generation and Distribution Corporation Limited, 4 th Floor/Eastern Wing /NPKRR Maaligai, 144 Anna Salai, Chennai 600002. Email:cerd@tnebnet.org
13)	Place at which tenders will be opened	The Executive Engineer-1/R&D, 3 rd Floor/Western wing/ NPKRR Maaligai, 144 Anna Salai, Chennai – 600 002

Sd/xx..dt.29.03.2022
CHIEF ENGINEER,
I.C., R&D.

INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS THROUGH E-TENDER

1.0. Bidders are requested to read the terms & conditions of this tender before submitting their online bids. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify for opening of price bid. In this document the terms "Bidders" and "Vendors" mean the one and same.

2.0. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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. More information useful for submitting online bids on the NIC Tamil Nadu E- tender portal may be obtained at: <https://tntenders.gov.in/nicgep/app>.

3.0. REGISTRATION

- 3.1. Bidders are required to enroll on the e-Procurement module of the NIC Tamil Nadu e-tender Procurement Portal (URL: <https://tntenders.gov.in/nicgep/app>) by clicking on the link "Online bidder Enrolment" on the NIC Tamil Nadu E-tender portal which is free of charge.
- 3.2. As part of the enrolment process, the bidders will be required to choose a unique Username and assign a password for their accounts.
- 3.3. 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 NIC Tamil Nadu E-tender portal.
- 3.4. 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 /e - Mudhra etc.), with their profile.

- 3.5. 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.
- 3.6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

4.0. SEARCHING FOR TENDER DOCUMENTS

- 4.1 There are various search options built in the NIC Tamil Nadu E-tender portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the NIC Tamil Nadu E- tender portal.
- 4.2. The interested tenderers 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 document.
- 4.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5.0. PREPARATION OF BIDS

- 5.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 5.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 5.3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF /XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5.4. To avoid the time and effort required in uploading the same set of Standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will enable reduction in the time required for bid submission process.

6.0. SUBMISSION OF TENDERS

- 6.1. Bidder should fill up the formats in Schedule B, C, D, F & H and scan them after signature, and upload in the bid. If failed to do so, the bidding will be liable for rejection.
- 6.2. Scheduled formats E and G filled in the non judicial stamp value of Rs.80/-, may be scanned and uploaded in the bidding.
- 6.3. Bidder should log into 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.
- 6.4. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 6.5. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

- 6.6. Bidder should prepare the EMD as per the instructions specified in the tender document.
- 6.7. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6.8. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6.9. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
- 6.10. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6.11. Upon the successful and timely submission of bids (i.e. 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.

- 6.12. 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.
- 6.13 Since, the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (pdf format files only). **One hard copy of the electronically submitted bid documents excepting the price schedule shall have to be submitted upon intimation by TANGEDCO after opening of the e-tender.**

7.0. ASSISTANCE TO BIDDERS

- 7.1. 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.
- 7.2. Any queries relating to the process of online bid submission or queries relating to NIC Tamil Nadu E- tender portal in general may be directed to the 24x7 NIC Tamil Nadu E- tender portal Helpdesk

8.0. SYSTEM REQUIREMENT:

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

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

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SPECIFICATION NO. R&D -01/2022-23**SUPPLY OF 2 NOS. FULLY AUTOMATIC OIL TAN DELTA AND RESISTIVITY TESTING KIT WITH ACCESSORIES ONE EACH FOR COIMBATORE OIL TESTING LAB AND TRICHY OIL TESTING LAB**

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SECTION – I

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EARNEST MONEY DEPOSIT

1. Bidder should pay the specified amount towards Earnest Money Deposit as follows: Earnest Money Deposit : **Rs.35,000/-** (Rupees Thirty Five Thousand only)
2. The Earnest Money Deposit specified above should be in the form of NEFT/RTGS for the above amount. Scanned copy of the E-receipt duly reflecting the UTR Number shall be uploaded. The EMD amount has to be received in TNEB/TANGEDCO account **through e payment, 2 hours before closing time of tender. Any other mode of payment of EMD other than NEFT/RTGS shall not be accepted towards EMD. Tenders for which EMD amount received beyond tender closing time will be summarily rejected.**
3. The Bidders who are having valid Permanent EMD of Rs.20,00,000/- and above with TANGEDCO are exempted from payment of Earnest Money Deposit and are eligible to Participate in the tender.
4. **The following categories of Industries are exempted from payment of EMD.**
 - a) The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation.
 - b) The Small Scale Industrial Units Registered with the National Small Industries Corporation.
 - c) The SSI Units holding Acknowledgement issued for Entrepreneur Memorandum Part-II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/ Acknowledgement has been issued.
 - d) Departments of the Government of Tamil Nadu.
 - e) Undertakings and Corporations owned by the Government of Tamil Nadu.

- f) Labour Contract Co-operative Societies.
 - g) 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 has been obtained.
 - h) 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.
 - i) Udyog Aadhaar Memorandum (UAM) Submitted by bidders shall also be accepted for permitting EMD exemption in respect of SSI units while participating in TANGEDCO tenders.
 - j) The existing SSI units registered prior to 30.06.2020 have to register in Udyam Registration portal and the validity is extended upto 31.03.2022 only. After 31.3.2022 , only Udyam Registration is valid for SSI units.
5. Small Scale Industries registered with the Tamil Nadu small Industries Development Corporation or with National Small Industries Corporation or holding **Entrepreneur Memorandum Part-II or acknowledgement for the Entrepreneur Memorandum Part-II** issued by DIC, 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 the attested Photo copy of Registration Certificate/ Acknowledgement as proof of eligibility for exemption from payment of EMD.
6. 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.
7. Those bidders who are exempted from payment of EMD inclusive of PEMD holders shall upload in lieu of EMD an undertaking in a non-

judicial Stamp paper of value not less than Rs.80/- (Rupees Eighty only) in the form as per **Schedule-G**. The undertaking should be signed / authenticated in all pages and the Signature of witnesses also should be affixed at the end of undertaking along with details of name and address. 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. The successful bidder has to furnish the above document in original when asked.

8. SSI units having provisional registration certificate are not eligible for exemption.
9. The EMD will not carry any interest.
10. The Earnest Money Deposit will be refunded to the unsuccessful bidders on application to the Chief Engineer/ IC,R&D after intimation of the rejection/ non-acceptance of their tender.
11. **Composite Criteria are to be complied by the micro and small industries for claiming EMD exemption:**
 - 11.1. The 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. All the conditions and procedures mentioned in the above GoI Notification shall be complied by the bidders.
 - 11.2. As per the above Notification, an enterprise shall be classified as a micro or small 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; and
 - (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;
 - 11.3. All bidders shall upload the audited, attested copy of the Profit and

Loss Account and Balance Sheet as a part of bid document. Also, necessary certificates from Chartered Accountants shall be furnished by the bidders, in accordance with the aforementioned GoI Notification dt.26.06.2020, in support of claim of EMD exemption, for the following:

- a) A certificate certifying the values of investment in Plant and Machinery
- b) A certificate certifying the value of Turnover.

If the above documents are not furnished along with the proof of exemption of EMD and Undertaking, the tenders will be summarily rejected.

- 11.4. In case the above composite criteria for the Micro and Small Enterprises exceeds the prescribed limit, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager/District Industries Centre concerned, the exemption from paying EMD for SS units shall not be extended.
- 12. The bidders shall upload the audited attested copy of Profit and Loss account/Balance Sheet along with the proof for exemption from payment of EMD in order to ensure the SSI status of the firm based on the investment held in Plant and Machinery for extending exemption from paying EMD. In case the investment held by them in Plant and Machinery as per their financial statement of Accounts exceeds Rs.5 Crores, the General Manager, District Industries Centre concerned will be requested to verify the SSI status of the firm. Till receipt of confirmation from General Manager / District Industries Centre concerned, the exemption from paying EMD for SSI Units shall not be extended.
- 13. **Any one of 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 e-receipt of payment of EMD through NEFT/RTGS**

(or)

ii) The proof of Permanent EMD Holder (or)

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

14. The Earnest Money Deposit/ an amount equivalent to EMD for Permanent EMD made by Bidder will be forfeited after e-tender opening if:
 - (a) he withdraws his tender or backs out after acceptance.
 - (b) he withdraws his tender before the expiry of validity period stipulated in the Specification or fails to remit the Security Deposit.
 - (c) he violates any of the provisions of these regulations contained herein.
 - (d) he revises any of the terms quoted during the validity period.
 - (e) in the event of documents furnished with the offer being found to be bogus or the documents contain false particulars, the EMD paid by the bidders will be forfeited in addition to blacklisting them for future tenders/contracts in TANGEDCO.
 - (f) In the event of failure to remit security deposit within the prescribed period of 30 days from the date of receipt of purchase order, EMD will be forfeited and the purchase order will be cancelled.
15. GST will be applicable on EMD forfeiture if any arises.

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SECTION – II

SPECIFICATION NO.R&D - 01/2022-23

BID QUALIFICATION REQUIREMENTS (BQR)

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

1) Registration and Authorisation:

The bidder should be either a manufacturer or an authorized dealer of " FULLY AUTOMATIC OIL TAN DELTA AND RESISTIVITY TESTING KIT ". In case of manufacturer, necessary documentary evidence viz. Certificate of Registration / ISO / License as proof of manufacture shall be uploaded. In the case of dealer, in addition to the above documents obtained from the manufacturer, authorization letter for being an authorized dealer obtained from the manufacturer shall also be enclosed.

2) Performance Criteria:

a) If the bidder is a manufacturer,

- i) They must have manufactured and supplied the offered model of " FULLY AUTOMATIC OIL TAN DELTA AND RESISTIVITY TESTING KIT " to State or Central Govt. Organizations/Public Sector/TNEB/ TANGEDCO/ TANTRANSCO or Private Sector Units in India and shall furnish copies of relevant Purchase Orders/Work orders issued during the last five years on the date of Tender opening in proof of the same.
- ii) Shall furnish the performance certificate for satisfactory performance of the offered model of kit, obtained from one or more end users **corresponding to the above** Purchase Orders/Work Orders for a period of at least one year on the date of tender opening.

b) If the bidder is a dealer,

- i) Shall furnish documents obtained from the manufacturer in proof of having manufactured and supplied the offered model of " FULLY AUTOMATIC OIL TAN DELTA AND RESISTIVITY TESTING KIT " to State or Central Govt. Organizations/Public Sector/TNEB/ TANGEDCO/ TANTRANSCO or Private Sector Units in India and shall furnish copies of relevant Purchase Orders/Work orders issued during the last five years on the date of Tender opening in proof of the same.
- ii) Shall furnish the performance certificate for satisfactory performance of the offered model of kit, obtained from one or more end users **corresponding to the above** Purchase Orders/Work Orders for a period of at least one year on the date of tender opening.
- iii) The above (i) & (ii) documents shall be obtained and furnished by themselves or obtained either from the manufacturer or from any other authorized dealer of the manufacturer and will be considered as proof of experience for evaluation. If the documents are obtained from any other authorized dealer of the manufacturer, then the authorization letter for them being an authorized dealer obtained from the manufacturer shall also be enclosed.

c) For both manufacturer and dealer,

If the supply has been made to TNEB/TANGEDCO/ TANTRANSCO, the corresponding PO copies shall be enclosed and the necessary performance certificate will be obtained by Tender Inviting Authority.

3) Service support

- a) **If the bidder is a manufacturer,** they should have competent facilities in India for attending to any problem in the kit with full technical support and produce necessary undertaking to this effect.

b) **If the bidder is a dealer,** they should furnish the two undertakings along with the tender

i) From the principal (manufacturer) for extending required service support for the kit covering the entire guarantee period along with the details of competent service facility available in India.

ii) From the dealer (Bidder) for extending required service support for the kit covering the entire guarantee period.

4) **Turn Over:**

The bidder should have annual turnover of more than Rs.8.75 Lakh (Rupees Eight Lakhs Seventy Five Thousands only) in any one of the previous three years (2018-19, 2019-20 & 2020-21). The bidder shall furnish audited profit & loss and Balance sheet for these years issued by the Chartered Accountant or the attested copy of Income Tax return filed by the bidders or the attested copy of enlistment certificate issued by NSIC containing turnover details of the bidder for the year 2018-19 , 2019-20 & 2020-21 shall be uploaded as proof.

NOTE: The Bidders not satisfying any of the "BID QUALIFICATION REQUIREMENTS" will be summarily rejected.

The documentary evidence in support of all the above requirements should be attested by a Gazetted officer or Notary Public. These attested documents shall be scanned and uploaded.

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SECTION – III

SPECIFICATION NO.R&D -01/2022-23

REJECTION OF TENDERS

- I. Tenders will be SUMMARILY rejected,
 - a) If the EMD requirements are not complied with.
 - b) If not satisfying any one of the Bid Qualification Requirements.
 - c) if the equipment is not performing satisfactorily/ not complying with the Technical requirements as specified in the Technical Specification during the demonstration (Section VI, Clause 3.01.00), even though the offer is accepted on the basis of satisfying BQR.
- II. Tender is LIABLE to be rejected, if it is:
 - (a) Not covering the supply of equipments/materials with all accessories.
 - (b) If the declaration as specified in Schedule D is not signed and enclosed.
 - (c) With a validity period less than that stipulated in this specification.
 - (d) Not in conformity with TANGEDCO's Commercial terms and Technical Specifications (Section - V &VI).
 - (e) Received from a bidder who is directly or indirectly connected with Government service or TANGEDCO Service or services of local authority.
 - (f) From any black listed Firm or contractor.
 - (g) Received by Telex/Telegram / E-Mail
 - (h) From a bidder whose past performance/Vendor rating is not satisfactory.
 - (i) Questionnaire as per schedule-F is not duly filled up and properly signed by the bidder.

- (j) Not containing all required particulars as per Schedule - A to H prescribed in this specification.
- (k) Documents furnished by the Bidder along with their offer being found to be bogus or contain false particulars.
- (l) The offer of bidders who have not furnished the GSTIN Number in the offer
- (m) Tender, which is incomplete, obscure or irregular

SECTION – IV

SPECIFICATION NO.R&D -01/2022-23

INSTRUCTIONS TO BIDDERS

1.0 THE TAMIL NADU TRANSPARENCY IN TENDERS ACT 1998:

- 1.1. The Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 and subsequent amendments thereof are applicable to this tender.
- 1.2. THE BIDDERS WHO DO NOT FULLFILL THE "BID QUALIFICATION REQUIREMENTS" AS PER SECTION-II NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THE "BID QUALIFICATION REQUIREMENTS" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.

2.0 SCOPE OF SUPPLY:

The scope is to supply of **2 Nos. "FULLY AUTOMATIC OIL TAN DELTA AND RESISTIVITY TESTING KIT "** ONE EACH for Coimbatore Oil Testing Lab and Trichy Oil Testing Lab , which includes design, manufacture, inspection, testing, packing, forwarding and delivery of the equipment with all accessories detailed herein, at the Chief Stores officer /Central Stroes/ Coimbatore Electricity Distribution Circle / Metro/ Coimbatore - 641012, Tamil Nadu & the Chief Stores officer / Central Stores/Trichy Electricity Distribution Circle / Metro/Trichy-620001, Tamil Nadu.

3.0 SUBMISSION OF TENDER OFFER:

The Bidder is expected to examine all instructions and Schedules detailed in the Specification and submit the schedule of prices and other required particulars in the schedules called for in this specification, only as per the formats prescribed herein. The date of signature should in variably be indicated and submitted through online.

4.0 QUESTIONNAIRE FILLING:

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

4.1. SUBMISSION OF TENDERS:

- 4.1.1. The Tender Offer consisting of Schedules- B to H should be filled up and signed by the Bidder or any person holding Power of Attorney authorizing him to sign on behalf of the Bidder before submission of the Tender. The date of signature should invariably be indicated.
- 4.1.2. In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a Power of Attorney authorising him to do so, certified copies of which shall be enclosed.
- 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 bidder should furnish the GSTIN numbers in the offer.

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 the same will be updated through corrigendum which can be

downloaded from the Vendor login. It is the responsibility of bidder to note such modification etc before submitting tender/bid.

4.2.2. All bidders shall correspond through email only. In case any bidder asks for a clarification to the tender documents before 48 hours of opening of tenders, the Chief Engineer/IC, R&D/Chennai-2 will clarify the same within a reasonable time.

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

4.2.4. All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the bidder. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

4.3. **QUOTATION OF RATES:-**

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

4.3.2. The quoted rate without giving their breakup as per details required in the Price schedule-A shall be liable for rejection. It shall be ensured by the Bidder that the "Schedule -A" has to be uploaded in the 'Price Bid' portion of the e-tender (Bill Of Quantity - BOQ).

4.4. **PRINTED TERMS AND CONDITIONS IN TENDERS:-**

Tenderer's terms and conditions in any form will not be considered as forming part of the tender under any circumstances.

4.5. **INCOMPLETE TENDERS:-**

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

4.6. **AMBIGUITIES IN CONDITIONS OF TENDERS:-**

In the case of ambiguous or contradictory terms/conditions mentioned in the tender/bid, interpretation as may be

advantageous to the purchaser may be taken without any reference to the Bidder.

- 4.7. The tender offer shall contain full information asked for in the accompanying schedules and elsewhere in the specification.
- 4.8. Bidders shall bear all costs associated with the participation in the e-Tender and the purchaser will in no case be responsible or liable for these costs.
- 4.9. No offer shall be withdrawn by the Bidder in the interval between the deadline for submission and the expiry of the period of validity specified/ extended validity of the tender offer.
- 4.10. The Bidders are requested to furnish the exact location of their 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.
- 4.11. **DESTINATIONS-WHERE MATERIALS ARE REQUIRED:**
The prices quoted should be on F.O.R (Freight On Road) Destination basis for delivery anywhere in Tamil Nadu.

5.0 TENDER OPENING:

- 5.1. **OPENING OF COMMERCIAL & TECHNICAL BIDS WITHOUT PRICE BID (PART – I)**
 - 5.1.1. The Tender offer except price Bid will be opened electronically at 14.30 Hrs. on the date notified by the Executive Engineer-1/ Research & Development, O/o.Chief Engineer/IC, R&D, 3rd floor, Eastern wing, NPKRR Maaligai, 144, Anna salai, Chennai -2 through <https://tntenders.gov.in/nicgep/app> in the presence of bidder's authorized representative who may wish to be present on the date of opening.
 - 5.1.2. If the last date set for submission of e-tender offers and opening date happens to be a holiday, the tenders will be opened on the succeeding working day without any changes in the timings indicated.

- 5.1.3. The duly authorized representatives of the Bidders who are present shall sign the tender opening register.

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

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

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 bidder for a clarification of his offers. All responses to requests for clarification shall be through E-mail and 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 offer 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 authenticated and whether the offers are generally in order.
- 6.3. The Tender offer shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Tender Accepting Authority to the bidders. The bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting or Tender Scrutiny committee after the opening of the tender and prior to the notification of the award and any attempt by any bidder to bring to bear extraneous pressure on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.
- 6.4. Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The bidder 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 bidder shall have no claim in that regard against the TANGEDCO.

7.0 EVALUATION AND COMPARISON OF TENDER OFFERS:

- 7.1. The tender offers received and accepted will be examined to determine whether they are in complete shape, all required data have been furnished, properly signed and are generally in order and conforms to all the terms and conditions of the Specification without any deviation.
- 7.2. For the purpose of evaluation of tender offer, the following factors will be taken into account for arriving the evaluated price:
 - a) The quoted price will be corrected for arithmetical errors
 - b) In case of discrepancy between the price quoted in words and figures lowest of the two will be considered
 - c) The rate of CGST, SGST, and IGST as applicable both in percentage and amount shall be indicated in the offer along with HSN code.
 - d) The evaluated price shall be arrived in compliance with the provisions of GST on the Transaction value i.e. (Ex works price + Packing & Forwarding+ Freight and Insurance) + GST. In case of import of goods, it would be treated as inter state supplies and would be subjected to IGST in addition to applicable customs duty.
 - e) Since GST is enacted, wherein all taxes & duties are subsumed, price evaluation shall be inclusive of applicable GST in all cases, i.e. even if the bidders are only within the State or outside TN.
- 7.3. The rates quoted by the eligible lowest bidder will be compared with the prevailing market rate and the rates of previous period. Further, 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.

8.0 VALIDITY :

- 8.1. The tender offer shall be kept valid for acceptance for period of **90 days** from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 8.2. Further, if the bidder shall agree to extend the validity of the Bids such extension shall be without altering the substance, and prices of their Bid for further periods, if any, required by the TANGEDCO.

9.0 RIGHTS OF THE TANGEDCO:

- 9.1. Notwithstanding anything contained in this specification, the TANGEDCO reserves the right to:
 - i. Reject any or all the tenders or cancel without assigning any reasons thereof
 - ii. Relax or waive or amend any of the conditions stipulated in the tender specification wherever deemed necessary in the best interest of the TANGEDCO.
 - iii. Recover losses if any sustained by TANGEDCO, from the supplier who pleads inability to supply and backs out of his obligation after award of contract. The Security Deposit/Earnest money deposit paid shall be forfeited.
 - iv. Accept the lowest eligible tender.
 - v. To cancel the orders for not keeping up the delivery schedule.
- 9.2 After negotiation with the bidder and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by such bidder is high, the tender is liable for rejection.

10.0 DEVIATIONS:

- 10.1. The offers of the Bidders with Deviations in Commercial terms and Technical terms of the Tender Document are liable for rejection.

10.2. No alternate offer will be accepted.

11.0 BAR OF JURISDICTION:

Save as otherwise provided in Tamil Nadu Transparency in Tender Act 1998 no order passed or proceeding taken by any officer or authority under this Act shall be called in question in any Court, and no injunction shall be granted by any court in respect of any action taken or to be taken by such officer or authority in pursuance of any power conferred by or under the above Act.

12.0 APPEAL:

Any bidder 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.

13.0 TENDER DOCUMENT

All the intending e-bidders 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 bidders 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

SPECIFICATION NO.R&D - 01/2022-23

COMMERCIAL

1.0 SCOPE:

The scope is to supply of **2 Nos. "FULLY AUTOMATIC OIL TAN DELTA AND RESISTIVITY TESTING KIT "** one each for Coimbatore Oil Testing Lab and Trichy Oil Testing Lab, including design, manufacture, inspection, testing, packing, forwarding and delivery of the equipment with all accessories detailed herein, at the Chief Stores officer /Central Stores/ Coimbatore Electricity Distribution Circle / Metro/ Coimbatore -641012, Tamil Nadu & the Chief Stores officer / Central Stores/Trichy Electricity Distribution Circle / Metro/Trichy-620001, Tamil Nadu.

2.0 DETAILS OF CONSTITUTION OF FIRM:

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

3.0 LEGAL STATUS OF THE FIRM:

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

4.0 PLACING OF ORDERS:

The award of contract will be issued to the successful bidder with all TANGEDCO's terms and conditions, duly indicating the approved rate. The approved rate will be FIRM and valid throughout the contractual delivery period.

5.0 PRICE:

- 5.1. The Bidders are requested to quote **FIRM** price in **Indian Rupees only** for supply of the equipment as per Schedule-A. The price to be kept firm, throughout the contractual delivery period.

- 5.2. The Bidders shall quote the Ex-works price, Packing & Forwarding charges and Freight & Insurance charges with applicable rate of GST separately for Delivery to the destination Store of TANGEDCO.
- 5.3. The Freight and Insurance charges shall be applicable for delivery to destination store of TANGEDCO in Tamil Nadu.
- 5.4. The above breakup details should be clearly indicated in the Schedule-A, in the absence of which the offer shall be liable for rejection.
- 5.5. All relevant tests shall be conducted at BIDDER'S COST.
- 5.6. The successful Bidder shall give an Undertaking to the effect that if low prices are offered to anyone else during the period of one year from the date of order, the same benefit shall be passed on to TANGEDCO.
- 5.7. **PERMANENT ACCOUNT NUMBER AND GSTIN NUMBER:**
The Bidder 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.

6.0 GOODS AND SERVICES TAX:

- 6.1. The Goods and Services Tax will be paid extra as applicable. The amount of CGST, SGST, and IGST as applicable shall be indicated in percentage payable and amount along with relevant HSN Code separately in the tender offer.
- 6.2. The TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No. 33AADCT4784E1ZC). In case of delayed delivery, the GST prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.
- 6.3. Any Variation in GST due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.

- 6.4. The GST norms are as applicable as per the G.Os & notifications of State Government & Central Government of INDIA.
- 6.5. The bidders are requested to furnish the GST registration certificate with their offer.
- 6.6. GST applicability on Liquidated damages, Forfeiture of EMD and Security Deposits.
- 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.
 - d) Excess GST Claim by suppliers:
If there is any difference between GST amount claimed from TANGEDCO and the amount remitted to Govt by supplier is found, then any lesser GST remittance found in GSTR 2A than claimed from TANGEDCO, the excess collection of GST shall be recovered from supplier.
 - e) In case of non-filing of GSTR1 by supplier, the release of S.D, EMD and Retention money will be withheld.

7.0 INSURANCE:

The bidder shall arrange insurance for the equipment/materials and all its accessories being supplied by them, through any of the Nationalised Insurance Companies and shall be insured to cover transit risk up to destination store at Chennai/Tamil Nadu. The

damages, if any, during transit will be reported within 30 days of receipt of materials. It will be the responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from Insurance, Under writers/Carriers.

8.0 PACKING AND FORWARDING:

The equipment/materials and all its accessories shall be securely packed and despatched, freight paid, duly insured, at supplier's risk and cost. The packing may be in accordance with the manufacturer's standard practice. The supplier is responsible for ascertaining the facilities that exist for Road Transport to site. Each package shall be clearly marked and contain detailed packing list, such as gross weight, net weight etc. The supplier is solely responsible for any loss or damage during transport. The despatch of materials shall be made only after the approval of routine test certificates by the TANGEDCO Ltd. The equipment/ Materials shall be unloaded at Destination Stores by the supplier at free of cost.

9.0 DESPATCH INSTRUCTIONS:

The equipment may be despatched to the Chief Stores officer /Central Stores/ Coimbatore Electricity Distribution Circle / Metro/ Coimbatore -641012, Tamil Nadu & the Chief Stores officer / Central Stores/Trichy Electricity Distribution Circle / Metro/Trichy-620001, Tamil Nadu, on receipt of despatch instructions from CE/IC., R&D office, after approval of the inspection Report. TANGEDCO reserves the right to waive such inspections.

10.0 PAYMENT:

- 10.1. Payments will not be made for equipments/materials damaged during transit. All defective materials shall be replaced by the supplier free of charge.
- 10.2. 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

(i) **For the materials delivered within contractual delivery period:**

100% of the all inclusive price including GST will be paid in Central Payment, Chennai with a time period of 45 days after successful demonstration and satisfactory functioning of the kit and submission of bills with required documents against the submission of 5% Security Deposit cum Performance Guarantee. The bills will be passed by the Superintending Engineer/ Coimbatore Electricity Distribution Circle/ Metro /Coimbatore & Superintending Engineer/ Trichy Electricity Distribution Circle/ Metro /Trichy based on the copy of the SRB sent by the respective Stores after deducting recoveries, if any. Necessary invoice in duplicate addressed to the Superintending Engineer/ Coimbatore Electricity Distribution Circle/Metro/ TANGEDCO/Coimbatore & Superintending Engineer/ Trichy Electricity Distribution Circle/Metro/ TANGEDCO/Trichy shall be furnished to the respective Central Stores at Coimbatore & Trichy. The bank charges involved in making the payment will be to the account of the bidder.

(ii) **For the materials delivered beyond the contractual delivery period if accepted by the purchaser :**

100% of the all inclusive price including GST after deducting the appropriate amount of L.D. and recoveries if any with a time period of 45 days after successful demonstration and satisfactory functioning of the kit and submission of bills with required documents against the submission of 5% Security Deposit cum Performance Guarantee.

(iii) In the event of TANGEDCO failing to keep up the stipulated time frame for releasing payment, simple interest for the delayed payment shall be paid by TANGEDCO to the vendors at the SBI three months MCLR .

10.3. (i) **TDS under GST:** As per Central Government notification No.50/2018 dt.13.9.18, the provisions of Tax Deducted at

Sources (TDS) under GST as per Section 51 of the CGST Act, 2017 shall come into force. Accordingly, in every invoice, tax at the rate of 2% (CGST 1% and SGST 1%) will be deducted as TDS under GST before releasing the payment.

(ii) TCS under Finance Act 2020: As per section 206C(1H) of Finance Act – 2020, TCS rates of 0.075% (upto 31.03.2021) or 0.1% (from 01.04.2021) will be applicable, for the consideration for Sale of any goods exceeds Rs.50L in any financial year.

- 10.4. 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) TANGEDCO Ltd reserves the right to accept or reject the delayed supplies without assigning any reason therefore and take action as per the other terms and conditions of this specification.
- 10.5. 100% payments will be made only after the approval of the test certificates and on receipt of the supplier's bills in duplicate, duly certified by the consignee.
- 10.6. The bills for payment will be passed only after the approval/ acceptance of the following:
- a) Combined Security Deposit cum Performance Guarantee (5% value of the P.O).
 - b) GST registration Certificate.
 - c) Test Certificates/reports of equipment.
 - d) Undertaking towards jurisdiction for legal proceedings.
 - e) Guarantee certificate.
 - f) Satisfactory testing and capability demonstration of the kit in the respective laboratories at Coimbatore & Trichy (post Supply).
- 10.7. The supplier should despatch only after getting despatch instruction from the purchaser. 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.

11.0 COMBINED SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- 11.1. The successful bidder will have to furnish 5% of the total accepted Purchase order value as combined Security Deposit cum Performance Guarantee. The Combined Security Deposit cum Performance Guarantee has to be paid in the form of electronic mode of payment or Banker's Cheque / Demand Draft to be drawn in favour of "TANGEDCO Collection Account", payable at Chennai-2 or in the form of irrevocable Bank Guarantee (single bank Guarantee) from any nationalized bank or Scheduled bank valid for a period of 42 months from the date of receipt of P.O. If for any reasons thereof the Bank Guarantee needs to be extended the bidder shall extend the same and furnish the extended Bank Guarantee.
- 11.2. The Security Deposit cum Performance Guarantee will be returned to the supplier after the expiry of 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 the law, appropriate the whole or part of the security deposit cum Performance guarantee and such amount that is appropriated will not be refunded to the supplier.
- 11.3. The successful bidder will have to furnish **the Security Deposit cum Performance Guarantee within 30 days from the date of receipt of P.O. The security deposit cum Performance Bank Guarantee will not carry any interest.** In the event of failure to remit security deposit within the prescribed period, EMD will be forfeited and the order will be cancelled. The award will be

made to L2 tender. The belated payment of security deposit will not be accepted.

- 11.4. Failure to comply with the terms regarding security deposit cum Performance Guarantee set out in the purchase order within the stipulated time by the successful bidder will entail in the cancellation of the purchase order without any further reference to the supplier.
- 11.5. The successful Bidder who is having PEMD shall also pay Combined Security Deposit cum Performance Guarantee in full. If he backs out from the payment of SD, an equivalent amount of EMD shall be forfeited from their PEMD account.
- 11.6. In the event of furnishing Bank Guarantee towards Security Deposit, the validity of the Bank Guarantee if required shall have to be kept live till completion of Guarantee period.
- 11.7. 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.
- 11.8. Further, in the case of Bank Guarantee being extended without any break in period and there is delay in submission of such extended Bank Guarantee, 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 the delayed period of submission. Such penal interest shall be recovered from the service provider's subsequent bill.
- 11.9. GST will be applicable on SD forfeiture if any arises.

12.0 DELIVERY:

- 12.1. The supply of the entire consignment of materials / equipments shall be completed within 90 days from the date of receipt of purchase order. However all efforts shall be taken by the successful bidder for reducing the delivery period to the maximum extent possible. The

delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within the contractual delivery period.

- 12.2. The TANGEDCO Ltd. will be at liberty to cancel the P.O if the supply is not made as per the delivery schedule specified in the indent, notwithstanding its right to claim liquidated damages for the belated supplies.
- 12.3. 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.
- 12.4. It is the responsibility of the supplier to give 30 days advance intimation for inspection, dispatch of materials and other obligations under the terms and conditions of this contract in order to deliver the units within the contractual delivery period quoted/ agreed.
- 12.5. 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.
- 12.6. **E Way Bill**

'E-Way Bill is an electronic document to be generated to cover movement of goods more than Rs.1,00,000 and such generation needs to be done in e way bill portal. Consequently, transporters of goods are required to carry an e way bill under GST provisions for the movement of such goods. The value of goods shall be the value declared in an invoice, a bill of supply or a delivery challan and also includes the Central tax, State or Union territory tax, Integrated tax and cess charged, if any. But it will not include value of freight charges for the movement charged by the transporter. It is the responsibility of Supplier/Contractor to ensure the delivery at the destination stores/sites of TANGEDCO. Therefore, it is the responsibility of the Supplier/Contractor or their transporters to generate e way bill before transporting goods for delivery at TANGEDCO's premises.

13.0 LOSS OR DAMAGE:

- 13.1. External damages or shortages that are prima facie, the results of rough handling in transit or due to defective packing will be intimated within fortnight from the date of receipt of the materials at Store. Internal defects, damages or shortages of integral parts which cannot ordinarily be detected on a superficial visual examination by bad handling in transit or defective packing, would be intimated within 2 months from the date of receipt of materials. In either case, the defective materials shall be replaced / rectified by the supplier, free of cost to the TANGEDCO within 60 days.
- 13.2. In the event of supplies being received damaged or any shortages at the destination stations, the cost of such materials, Excise duty and other Taxes (if payable) and other charges payable thereof will be paid only proportionate to the value of materials received in good condition, unless the damaged goods or short supplies are made good free of cost by the suppliers.
- 13.3. For all legal purposes, the materials shall be deemed to pass into the TANGEDCO ownership at the destination Stores, where they are delivered and accepted.

14.0 LIQUIDATED DAMAGES:

- 14.1. The delivery as specified should be guaranteed by the supplier under the liquidated damages clause given below:
- 14.1.1. It is the responsibility of the supplier to arrange for inspection despatch etc. in time to keep up the delivery schedule.
- 14.1.2. If the supplier fails to deliver the equipments/ materials within the time specified in the purchase order or any extension thereof, or if any defects or failure or inconformity with specified item are not attended as per clause 16.4 and 17.1, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT (0.5%) of the total all inclusive price of the undelivered equipments / Materials for each completed week of delay. The total

liquidated damages shall not exceed Ten percent (10%) of the All-inclusive price of the equipments / materials so delayed. Only the date of actual receipt of materials at 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.

- 14.2. Equipment will be deemed to have been delivered only when all its component parts and its accessories are also delivered. If certain components and accessories are not delivered in time the whole equipment will be considered as delayed unless, the missing parts are delivered. The Liquidated damages will also be levied for the quantity not supplied as is done for the delayed supplies. If supplies effected in part could not be beneficially used by the TANGEDCO (due to such incomplete supply), liquidated damage will be worked out on the basis of P.O price and not on the value of delayed portion only.
- 14.3. If supplies to be rendered against the P.O 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 rights to levy liquidated damages for the delay in supply.
- 14.4. If there is any downward trend in prices on account of belated supplies, the bidders have to accept the same with the levy of liquidated damages, for belated supplies.
- 14.5. 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.

15.0 FORCE MAJEURE:

15.1. 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 restriction.
- 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 delay.

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.

- 15.2. 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 Ltd may at its option terminate the contract by a notice in writing.
- 15.3. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.

16.0 GUARANTEE:

- 16.1. The entire equipments including laptop and accessories should be guaranteed for satisfactory operation & performance and good workmanship at least for a period of 36 months from the date of satisfactory commissioning of the entire equipments.
- 16.2. Any defects noticed during this period shall be rectified free of cost to the TANGEDCO immediately on intimation of defect/ failure. The incidental expenses like Packing & Forwarding charges, Freight & Insurance charges etc. for replacement of defective equipments within the guarantee period shall also be borne by the supplier. Irrespective of number of failures and repairs, the suppliers are responsible for replacement of defective materials till the same serves a continuous period of 12 months from the date of commissioning after the last repair or 36 months from the date of satisfactory commissioning whichever is later.
- 16.3. A written guarantee guaranteeing the TANGEDCO against defects in the materials supplied, either in materials or workmanship should be furnished preferably along with the initial bill payment. The guarantee shall be operative for a period of 36 months from the date of delivery at stores in good condition.
- 16.4. Any defects or failure occurring within the guarantee period shall be replaced free of cost within the maximum 30 Days (Thirty Days)

from the date of receipt of intimation from the purchaser on such defects or failures. If they are not replaced within this period the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. Any expenditure incurred in the transportation of material / equipment for rectification or replacement will be to the suppliers account.

16.5. The bidders shall guarantee among other things, the following:

- i. Quality and Strength of materials used.
- ii. Safe electrical and mechanical stresses on all parts of the equipments/ materials under all specified conditions.
- iii. Performance figures given by the bidders in the Schedule of Guaranteed technical particulars.

17.0 REPLACEMENT OF DEFECTIVE / DAMAGED MATERIALS:

17.1. 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/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within two months from the date of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgment. 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 of such defects or damages. If the defects or damages are not rectified or replaced within this period, the supplier shall pay a sum towards liquidated damages at the rate of (0.5%) half percent value (all inclusive price of such material for each completed week of delay subject to maximum of (10%) Ten

percent for the delay from the date of receipt of intimation of the defects or damages.

- 17.2. If it is found that the goods are defective in materials or workmanship or do not conform to the Specification or unsuitable for the purpose for which they are purchased, then it will be open to the purchaser either to reject the goods or repudiate the entire contract and claim such loss that the purchaser may suffer on the account or require the contractor to replace the defective goods free of cost.
- 17.3. Similarly, if during the guarantee period stipulated under Guarantee clause subsequent to the date of receipt of the goods, any of the goods be found defective in materials or workmanship, or unsuitable, it will be open to the purchaser either to repudiate the entire contract and claim damages or accept such part of the goods that are satisfactory and required the contractor to replace the balance or pay compensation to the extent of the loss sustained by the purchase on that account.

18.0 FAILURE TO EXECUTE THE CONTRACT:

Suppliers failing to execute the order placed on them to the satisfaction of the TANGEDCO Ltd under the terms and conditions set-forth therein, will be liable to make good the loss sustained by the TANGEDCO Ltd, 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 etc.,

19.0 NON-ASSIGNMENT:

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

20.0 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 Ltd from this Contract as well as from other contracts.

21.0 PATENT RIGHTS ETC.:

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

22.0 JURISDICTION FOR LEGAL PROCEEDINGS (AFTER AWARD OF CONTRACT):

No suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High Court, 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 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 Bidder shall furnish an UNDERTAKING as per **Schedule-E** in a non judicial stamp paper of Rs.80/- agreeing to the above condition.

23.0 ARBITRATION ACT NOT TO APPLY:

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

24.0 DEMONSTRATION AND TRAINING AFTER SUPPLY OF THE KIT:

The supplier shall demonstrate the " **FULLY AUTOMATIC OIL TAN DELTA AND RESISTIVITY TESTING KIT** " with accessories at the respective Laboratories at Coimbatore & Trichy individually.

Supplier shall train TANGEDCO Engineers for the usage, analysis and report preparation with " **FULLY AUTOMATIC OIL TAN DELTA AND RESISTIVITY TESTING KIT** ".

The training shall also include

- ❖ The testing fundamentals of the " **FULLY AUTOMATIC OIL TAN DELTA AND RESISTIVITY TESTING KIT** " and the use of the software and basic guidelines for analysis and interpretation of test data.
- ❖ Hands on training on obtaining test results and use of software.
- ❖ The various functional aspects, calibration and day-to-day testing procedures, software up-gradation process etc.
- ❖ Continuous technical support and guidance for the interpretation of test results are to be provided free of cost to the TANGEDCO Engineers till the guarantee period.
- ❖ Operation and maintenance of the test kit.
- ❖ All the above should be at free of cost.

25.0 RESPONSIBILITY:

The Bidder is responsible for delivery of the materials at the destination store in good condition. The bidder 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.

26.0 INSPECTION:

Bidders are requested to furnish in their tenders about the exact location of their factory with detailed address to enable inspection by TANGEDCO if considered necessary.

27.0 COMPLETENESS OF TENDER:

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

28.0 MATERIALS AND WORKMANSHIP:

- 28.1. All materials, equipments and spare parts thereof shall be new, unused and originally coming from manufacturers' plant to the destination stores. Those including used, rebuilt or overhauled materials/equipments will not be accepted.
- 28.2. All the materials shall be of best class and capable of satisfactory operation in the tropics with humid atmospheric condition. Unless otherwise specified, they shall conform to the requirements of appropriate India Standards. Where these are not available, IEC and American / British Standards shall be followed.
- 28.3. The design shall incorporate every reasonable precautions and provisions for the safety of all those concerned in the operation and maintenance of equipment.

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

29.0 RECOVERY OF DUES:

The TANGEDCO Ltd is empowered:

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

30.0 RAW MATERIALS:

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

Sd/xx..dt.29.03.2022

CHIEF ENGINEER

I.C, R&D.

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SECTION – VI

SPECIFICATION NO: R&D-01 / 2022-23

TECHNICAL SPECIFICATIONS FOR FULLY AUTOMATIC OIL TAN

DELTA AND RESISTIVITY TESTING KIT WITH ACCESSORIES

Clause No	2 Nos Fully Automatic Oil Tan delta and Resistivity testing kits one each for Coimbatore Oil Testing Lab and Trichy Oil Testing Lab
1.00.00	<p>Scope of Supply:</p> <p>The scope is for supply of 2 Nos fully automatic Oil Tan delta and Resistivity Testing kits for Transformer oil with all accessories one each for Coimbatore Oil Testing Lab and Trichy Oil Testing Lab and complying to the latest IS 6262 and IS 6103 with all latest amendments and /or relevant standards.</p> <p>The scope includes supply of the equipment with necessary hardware, software, accessories, calibrator and providing training in the testing.</p> <p>The equipment shall use the latest state of art technology conforming to, but not limited to the minimum requirement as given below. The offered kit should have to be satisfactorily demonstrated to Research and Development oil lab, Chennai with regards to all the features.</p>
2.00.00	SPECIFICATIONS: The equipment shall have the following features
2.01.00	Fully automatic testing sequence through a microprocessor based front panel control.
2.02.00	Option for Manual testing to carry out AC & DC testing separately.
2.03.00	Automatic and continuous calibration of resistance measuring circuit against highly stable regulated voltage sources.
2.04.00	Automatic and continuous calibration of the C & DF measurement against internal reference capacitor.

2.05.00	Internal AC voltage source of line frequency and sinusoidal wave shape. Internal voltage source for DC voltage.
2.06.00	Windows software for interfacing with PC.
2.07.00	RS232/USB/RJ45 Computer Interface for downloading data or control from a PC.
2.08.00	USB Serial printer interface for direct test data printout.
2.09.00	Menu driven software operation.
2.10.00	Automatic storage of test results for a minimum of 50 test results or better.
2.11.00	Resistivity measurement by applying DC test voltage.
2.12.00	Open GND and Interlock protection as safety features for Instrument as well as for operator.
	<u>Measuring Ranges:</u> Minimum requirement is indicated. (The offered kit should meet the minimum or better ranges)
2.13.00	Dielectric Constant & Tan Delta Test Voltage : 200 – 2000 V AC in 1 volt steps at line frequency Accuracy : ±1% of output Capacitance : 0 to 1500 pF Accuracy : ±0.1% of reading ±0.1pF Best Resolution : 0.1pF Dielectric Constant : 1 to 20 when using a typical oil test cell (C = ~ 70pF) Accuracy : ±0.1% Resolution : 0.001 Dissipation Factor (DF) : 0 – 1.0 Accuracy : ±1% of reading ±0.0001 Best Resolution : 0.00001 (10 ⁻⁵) Dielectric Loss : 0 – 10.00 watts Accuracy : ±1% of reading Resolution : 0.001 milli watts

	Cell Constant : Oil test cell with 50-70pF is ideal for optimum Performance.
2.14.00	Resistance – Resistivity Test Voltage : 100-1000V DC in 1 volt steps Accuracy : ±1% of setting Resistance Range & Resolution Range : $10^6 \Omega$ to $10^{13} \Omega$ (1 Mega Ω - 10 Tera Ω) Resolution : 3 digits Resistance Range : 1 Mega Ω - 10 Tera Ω Accuracy : 2% from 1 mega Ω to 10 Giga Ω Resistivity Range & Resolution: Range : 1,000 M Ω cm – 10,000 T Ω cm Accuracy : 2% (1 G Ω cm – 10 T Ω cm)
2.15.00	<u>Measurements</u> Manual measurements : Provision to Measure of C, DF and Resistivity at selected voltage, separately and continuously. Automated Measurements : The Test set will conduct one set of C, DF and Resistivity Measurements automatically and Display the results. Display : 240 by 128 dot matrix. LCD panel with back lighting. Lighting of Size 4" x 2" minimum. Keyboard : Suitable Keypad providing numeric and soft-function entries.
2.16.00	OUTPUTS: RS 232 Serial Port : RS 232/USB/RJ45 Interface for downloading data to a PC or control from a PC. USB Serial printer interface for direct test data printout. Data-storage capacity : Minimum of 50 test results or higher.

2.17.00	CONNECTIONS Test voltage (HV) : Suitable Amphenol MVH Connector Measuring Terminal (LV) : Suitable BNC Connector Ground (GND) : Ground stud. Control : 5 pin Audio connector Power connection : IEC three terminal socket Power : 230 volts $\pm 10\%$, 50Hz
2.18.00	General Safety Requirements Zero start on voltage adjustment Auto trip if 2 grounds are not connected Built in protection in the event of a flash over of a test sample with suitable Indication.
2.19.00	REQUIRED ACCESSORIES OIL TEST CELL – This 3 terminal Oil Test Cell is suitable for routine and laboratory testing of tan delta on transformer oils and other electrical insulating liquids. The electrode of the cell should be of spherical bottom design to offer more uniform stress on the oil as compared to electrode with tapered end. SPECIFICATIONS: Construction : 3 terminal configuration CIGRE Cell Material : Stainless steel with Teflon spacers Preferred Cell Capacitance : 50-70pF Cell Electrode Spacing : 2 mm Volume : 40 to 60ml Maximum test voltage : 2.4kV AC & 1 kV DC
2.20.00	AUTOMATIC OIL TEST CELL HEATER The heater should be a compact unit, to heat the oil in the cell to the required temperature, using a high frequency induction heater to raises the sample temperature to 90 ⁰ C in 15 to 20 min approximately. A temperature sensing probe should be supplied to sense the temperature and stop heating of the oil once the set temperature is reached. LED to be provided to indicate 'Heating on'. Built-in micro switch interlock to automatically trip the high voltage when the plexi cover of the heater is raised. SPECIFICATIONS Power Supply : 230V AC $\pm 10\%$, 50Hz , 200VA

	<p>Temperature Range : 20 -110⁰ C</p> <p>Accuracy of Temperature Control : $\pm 2^{\circ}\text{C}$</p>
2.21.00	Any other parts / components / accessories essential for the proper functioning of the test kit not included above, should also to be supplied.
2.22.00	The test kit shall meet all the relevant safety specifications as per relevant standard and necessary test certificate shall be enclosed.
2.23.00	<p>The offers should be accompanied with color pamphlet with detailed description of technical specification of the offered model. Also the make and model of kit offered should be clearly mentioned. Offers not complying this condition will be liable for rejection.</p> <p>On site calibration of the kit shall be possible and necessary standard calibrators are to be supplied with the kits</p> <p>The offer should include cost of all software and accessories necessary for the operation of the kit.</p> <p>Calibration certificate from/traceable to NABL accredited laboratory or internationally reputed Lab shall be submitted.</p>
2.25.00	Safety: In built safety of the instrument to be ensured during operation of the instrument. The kit should have provisions for protection against over current, over voltage and input supply abnormalities.
2.25.01	The test kit shall meet all the relevant safety specifications as per relevant standard and necessary test certificate shall be enclosed.
3.00.00	<p>INSTRUCTIONS TO THE BIDDERS:</p> <p>The test equipment shall be offered complete with:</p> <ol style="list-style-type: none"> 1) Main Equipment. 2) Two sets of operating and maintenance manuals in English (2 Hard Copies and Two soft copies in Pen Drive). 3) The offers should be accompanied with colour pamphlet with detailed description of technical specification of the offered model. Also the make and model of kit offered should be clearly mentioned. Offers not complying this condition will be liable for rejection.

	<p>4) Necessary standard calibrators are to be supplied with the kit.</p> <p>5) The offer should include cost of all software and accessories necessary for the operation of the kit.</p> <p>6) Calibration certificate from/traceable to NABL accredited laboratory or internationally reputed Lab shall be submitted</p>
3.01.00	<p>Demonstration:</p> <p>Live demonstration of the equipment to the satisfaction of R&D/TANGEDCO is to be done at lab by all qualified bidders before technical evaluation of the bids at their own cost. The date, and time will be intimated one week in advance for the demonstration. The offer of the bidder, whose equipment is found not performing to the satisfaction of TANGEDCO, will be summarily rejected.</p>
3.02.00	<p>Training</p> <p>The successful bidder, after supply of equipment and during commissioning of the equipment at site, has to give training to the concerned R&D Oil testing Lab Engineers at Coimbatore & Trichy , free of cost.</p>
3.03.00	<p>After Sale Service:</p> <p>After sale, service and spares is to be ensured for a minimum period of 10 years.</p>

Sd/xx..dt.29.03.2022
CHIEF ENGINEER/
IC, R&D

SPECIFICATION NO. R&D -01/2022-23**SCHEDULE – A****SCHEDULE OF PRICES TO BE FILLED IN BY THE BIDDER**

Description	Quantity offered	Unit Price in Indian Rupees only					
		Ex- Work s price	Packing and Forwarding Charges	Freight & Insurance charges	CGST/ SGST/ IGST		All inclusive Unit Price (3+4+5 +6)
		(Nos.)	Rs.P.	Rs.P.	Rs.P.	%	Rs.P
1	2	3	4	5		6	7
Supply of 1 No Fully Automatic Oil Tan Delta and Resistivity testing Kit with accessories as per the Technical Specification.		----- To be uploaded in the ‘Price bid (BOQ)’ portion of the e- tender only -----					

NOTE 1:	Rates quoted shall be both in Words & Figures
NOTE 2:	In case of discrepancy between prices quoted in words and in figures, lowest of the two will be taken for evaluation.
NOTE 3:	While quoting the rates the bidder shall indicate the HSN code and Account code for all the tendered items as per GST ACT.

COMPANY SEAL :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

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SPECIFICATION NO.R&D :01/2022-23**SCHEDULE –B****GUARANTEED TECHNICAL PARTICULARS**

1.	Manufacturer's Name and Country of origin	
2.	Model/Type	
3.	Measurement parameters	
4.	Measurement range: a)Tan Delta b)Resistivity	
5.	Accuracy & Resolution: a)Tan Delta b)Resistivity	
6.	Display	
7.	<u>Oil Test Cell</u> No of Terminals & Cell Capacitance	
8.	<u>Oil Cell Heater</u> Heating Range & Heating Method	
9.	Connectors	
10.	Calibrator	
11.	Power supply	
12.	Ingress Protection	
13.	Measurement category	
14.	Measurement class	
15.	Size (LxBxH)	
16.	Weight	
17.	Temperature range	
18.	IS/Equivalent Standard	
19.	Others, if any	

COMPANY SEAL :

SIGNATURE :
NAME :
DESIGNATION :
COMPANY :

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SPECIFICATION NO. R&D -01/2022-23

SCHEDULE – C

STATEMENT OF SUPPLY ORDERS EXECUTED / UNDER EXECUTION
DURING THE PAST FIVE YEARS AS ON THE DATE OF TENDER OPENING

Sl. no.	Name & Address of the Organization	Name of the material	P.O. No. & Date	Quantity	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

NOTE:

- 1) Copies of orders received shall be enclosed.

COMPANY SEAL :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

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SPECIFICATION NO.R&D -01/2022-23

SCHEDULE – D

DECLARATION FORM

To
The Chief Engineer / IC,.R&D,
TANGEDCO,
4th floor, Eastern wing,
NPKRR Maaligai,
144, Anna Salai,
Chennai 600 002.

Dear Sir,

1. Having examined the above specification together with the accompanying schedules etc., we hereby offer to manufacture and supply the materials covered in this specification at the rates entered in the attached schedule of prices.
2. We hereby guarantee the particulars entered in the schedules attached to the specification.
3. In accordance with Security Deposit clause 11, Section–V of the specification we agree to furnish D.D. / Bankers cheque / irrevocable B.G. / Undertaking in lieu of Payment of Security Deposit of 5% of the total value of the contract.
4. Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section-15 of the Sick Industrial Companies (Special Provisions) Act, 1985.

.

Yours faithfully,

PLACE :

SIGNATURE :

DATE :

DESIGNATION :

COMPANY SEAL :

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SPECIFICATION NO.R&D - 01 /2022-23

SCHEDULE - E

UNDERTAKING TOWARDS JURISDICTION OF LEGAL PROCEEDINGS

(To be furnished in non-judicial stamp paper of value not less than Rs.80/)

This undertaking executed at on this (Date)..... (Month) Two Thousand and Twenty Two by M/s..... Registered under Companies Act, 1956 having its registered office athereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and assigns) with the TANGEDCO Ltd a statutory authority created under the powers vested with the Electricity (Supply) Act.1948, having its registered Office at No.800, 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 Board having agreed to accept the undertaking the Contractor hereby undertakes that no suit or any proceedings in regard to any

matter arising in respect of this contract shall be instituted in any Court, save in the High Court, Chennai 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 Tamilnadu 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.

COMPANY SEAL :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

DATE :

WITNESS :

1. Signature with Name and Address)
2. (Signature with Name and Address)

SPECIFICATION NO. R&D - 01/2022-23**SCHEDULE – F****QUESTIONNAIRE-A****(TO BE ENCLOSED IN THE PART-I "COMMERCIAL AND TECHNICAL BID)****BID QUALIFICATION REQUIREMENT & COMMERCIAL CONDITIONS****INSTRUCTIONS:**

(a) Strike off, whichever is not applicable.

(b) Separate sheets should be used, wherever necessary

Sl.No.	Particulars	Bidder's Response
1	Name & Address of the Firm / Company	
2	Registered Office	
3	Factory / Work's Address	
4	FAX No. & Telephone No	
5	E-Mail ID	
6	Name, Designation & Address of the person signing the tender	
7	Whether the Company is Small Scale / Medium Scale / Large Scale Unit	
8	If so, write Registration No	
9	If SSI Unit registered with NSIC, period of validity to be mentioned.	
10	Confirm whether Bidder is a manufacture of Fully Automatic Oil Tan Delta and Resistivity testing Kit with accessories as called for in the specification and supplied to TANGEDCO, State / Central Govt. organizations, Public sector units in India (specify the purchaser)	
11	Whether the copies of purchase orders executed during the last Five years and end user certificate	YES/NO

	following clauses specified under Section V of the specification. i) Payment terms (Clause-10) ii) Combined Security Deposit Cum Performance Guarantee(Clause-11) iii) Delivery (Clause-12) iv) Liquidated damages (Clause-14) v) Guarantee (Clause 16) vi) Jurisdiction for legal proceedings (Clause22)	YES/NO YES/NO YES/NO YES/NO YES/NO YES/NO
16	Whether bidders furnished their Permanent Account Number (PAN)/GST Number (GSTIN) in their offer	YES/NO
17	Whether copy of GST Registration Certificate enclosed	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 :

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SCHEDULE- F
SPECIFICATION NO. R&D - 01 /2022-23

QUESTIONNAIRE -B

(TO BE ENCLOSED IN THE PART-I "COMMERCIAL AND TECHNICAL BID)

TECHNICAL TERMS

INSTRUCTIONS:

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

Sl.No.	Particulars	Bidder's Response
1	Whether materials offered is exactly as per Technical Specification in Section – VI. (Tender offers with Deviations in Technical Terms are liable for rejection)	
2	If not, give details of Technical Deviation.	
3	Whether all testing/Service facilities are available in your factory.	

COMPANY SEAL :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

DATE :

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.

COMPANY SEAL :

SIGNATURE :

NAME :

DESIGNATION :

COMPANY :

DATE :

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SPECIFICATION NO. R&D - 01/2022-23

SCHEDULE-G

UNDERTAKING IN LIEU OF PAYMENT OF E.M.D.

(To be furnished in non-judicial stamp paper of value not less than Rs.80/)

THIS DEED OF UNDERTAKING EXECUTED AT ON THIS THE DAY OF TWO THOUSAND TWENTY TWO BY M/s., Company registered under Companies Act, 1956, having its Registered office at here in after called "Bidder" (which expression shall where the context so admits mean and include their Agents, Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF THE TANGEDCO, a Board Corporate constituted under the Electricity (Supply) Act, 1948 (Central Act LIV of 1948) having its office at NPKRR Maaligai, Electricity Avenue, 800 Anna Salai, Chennai 600 002, herein after called the "BOARD" (which expression shall where the context so admits mean and include its successors in office and Assigns).

WHEREAS the contract is for the Supply / Erection / Construction etc. in terms of the Tender Specification No. date

AND WHEREAS in accordance with Clause of the above said tender specification the bidder has to furnish E.M.D. of Rs. (Rupees only).

AND WHEREAS the bidder has requested the Board to accept an undertaking in lieu of payment in cash of the Earnest Money Deposit.

AND WHEREAS the Board has accepted the request of the bidder subject to his executing an undertaking to pay to the Board not exceeding Rs. (Rupees only) representing the Earnest Money Deposit together with costs in cash, in the event of non fulfillment of the conditions stipulated in the Tender specification or the conditions stipulated in the contract by the bidder.

IN CONSIDERATION of the Board having agreed to accept an undertaking from the bidder in lieu of payment of Earnest Money Deposit in cash, the bidder undertake to pay the sum of Rs. (Rupees only) immediately when a demand is raised by the Board against the bidder without any demur in the event of the following :

- i) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.

- ii) If he revises any of the terms quoted during the validity period.
- iii) If he violates any of the conditions of the Tender Specification No. XX/2020-21 Dated

NOW THE CONDITION OF THE ABOVE WRITTEN UNDERTAKING in such that if the bidder shall duly and faithfully observe and perform the terms and conditions specified as above, then the above written undertaking shall be void, otherwise the same shall remain in full force.

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

The expression, 'bidder' and the 'Board' herein before used shall include their respective successors and assigns in office.

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

In the presence of witnesses:

SIGNATURE :

1. Signature

NAME IN BLOCK LETTERS :

Name and Address

2. Signature

Name and Address

SEAL OF THE COMPANY :

SPECIFICATION NO. R&D -01 /2022-23

SCHEDULE-H

DECLARATION FORM

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

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No :-----

Name of Tender/Work :

Dear Sir,

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

Yours Faithfully,

(Signature of the bidder, with official Seal)

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